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Header @ 3

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Procurement Folder: 1620008

Procurement Type: Central Master Agreement

Vendor ID: 000000113184

Legal Name: REXEL USA INC

Alias/DBA:

Total Bid: \$707,817.00

Response Date: 06/10/2025

Response Time: 12:37

Responded By User ID: Darrell156

First Name: Darrell

Last Name: Ashworth

Email: darrell.ashworth@gexpro.com

Phone: 304-951-9729

SO Doc Code: CRFQ

SO Dept: 0211

SO Doc ID: GSD2500000032

Published Date: 5/24/25

Close Date: 6/10/25

Close Time: 13:30

Status: Closed

Solicitation Description: WV Electrical Preventative Maintenance - Open-End

Total of Header Attachments: 3

Total of All Attachments: 3



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

State of West Virginia
Solicitation Response

Proc Folder: 1620008
Solicitation Description: WV Electrical Preventative Maintenance - Open-End
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2025-06-10 13:30	SR 0211 ESR06102500000007517	1

VENDOR
000000113184
REXEL USA INC

Solicitation Number: CRFQ 0211 GSD2500000032
Total Bid: 707817
Response Date: 2025-06-10
Response Time: 12:37:37
Comments:

FOR INFORMATION CONTACT THE BUYER
Tara Lyle
(304) 558-2544
tara.l.lyle@wv.gov

Vendor Signature X	FEIN#	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Electrical Preventative Maintenance (Yearly)				707817.00

Comm Code	Manufacturer	Specification	Model #
73152108			

Commodity Line Comments: TOTAL BID PACKAGE FROM ABB.
ABB QUOTE #E7794231_O625HO_R0

Extended Description:

Pricing for Electrical Preventative Maintenance must be submitted on Exhibit A - Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Electrical Preventative Maintenance (Year 3)				0.00

Comm Code	Manufacturer	Specification	Model #
73152108			

Commodity Line Comments: SEE LINE #1

Extended Description:

Pricing for Electrical Preventative Maintenance must be submitted on Exhibit A - Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Parts				0.00

Comm Code	Manufacturer	Specification	Model #
73152108			

Commodity Line Comments: SEE LINE #1

Extended Description:

Pricing for Electrical Preventative Maintenance must be submitted on Exhibit A - Pricing Page

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Labor	200.00000	HOUR	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
73152108			

Commodity Line Comments: SEE LINE #1

Extended Description:

Pricing for Electrical Preventative Maintenance must be submitted on Exhibit A - Pricing Page

REQUEST FOR QUOTATION
CRFQ GSD25*32 - West Virginia Electrical Equipment Preventive Maintenance Plan

Exhibit A – Pricing Page

Monthly Maintenance tasks as detailed in the included Plan and Schedule (Division 3 of Project Manual): \$_____ (A)

Quarterly Maintenance tasks as detailed in the included Plan and Schedule (Division 3 of Project Manual): \$_____ (B)

Annual Maintenance tasks as detailed in the included Plan and Schedule (Division 3 of Project Manual): \$_____ (C)

WVOASIS Commodity Line 1

Total Yearly Maintenance Cost (A+B+C):

\$_____ (D)

WVOASIS Commodity Line 2

3-year Maintenance tasks as detailed in the included Plan and Schedule (Division 3 of Project Manual):

\$_____ (E)

WVOASIS Commodity Line 3

Hourly Labor Rate X Estimated Hours = Total Estimated Labor Cost

\$_____ X 200 = \$_____ (F)

WVOASIS Commodity Line 4

Estimated Parts Cost X Multiplier = Total Parts Cost

\$10,000.00 X _____ = \$_____ (G)

Total Bid Amount: (D+E+F+G): \$_____

Vendor Name: _____

Authorized Signature: _____ **Date:** _____

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Rexel USA, Inc.
of 5429 Lyndon B Johnson Freeway, Dallas, TX 75240, as Principal, and Travelers Casualty and Surety Company of America
of ONE TOWER SQUARE, HARTFORD, CT 06183, a corporation organized and existing under the laws of the State of CT
with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
CRFQ GSD25*32 - West Virginia Electrical Equipment Preventive Maintenance Plan

NOW THEREFORE,

(a) If said bid shall be rejected; or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal
attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform
the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in
full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no
event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 10th day of June, 2025.

Principal Seal

Rexel USA, Inc.

(Name of Principal)

By _____

(Must be President, Vice President, or
Duly Authorized Agent)

(Title)

Travelers Casualty and Surety Company of America

(Name of Surety)

William T Krumm Attorney-in-Fact


Surety Seal

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

State of IllinoisCounty of Cook

I, Jodie L Sellers, Notary Public, do hereby certify that William T. Krumm Attorney-in-Fact, of Travelers Casualty and Surety Company of America who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of Travelers Casualty and Surety Company of America for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 10th day of June, 2025.



Notary Public

Jodie L Sellers

My Commission expires:

05/08/2026



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William T. Krumm of Rolling Meadows, Illinois**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

10th day of *June*, 20*25*



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



Parts & Service: 1-888-434-7378

QUOTATION NO.	E7794231_0625HO_R0
DATE	June 6, 2025

BUYERS INFORMATION:

Quote Requested by	Tyler Mooney
Company	Gexpro
Address	108 CRADDOCK WAY, STE 1 Poca, WV 25159
Phone	304-755-6860
Email	Tyler.Mooney@gexpro.com
Service Contact	same
Email	same
Phone	same
RE:	WV State Capitol Electrical PM
SAP NO.	3395260

NOTICE: This quotation is void unless accepted within 30 days from date hereof and is subject to change upon notice. However, if ABB elects to perform the services covered by the quotation, in response to an order placed 30 or more days after the date of the quotation, the terms of the quotation will apply.

SUBMIT PURCHASE ORDER TO:
ABB INC.

ABB Contact	Greg Eagle
Address	305 Gregson Drive Cary, NC 27511
Phone	304-638-4132
Email	Greg.eagle@us.abb.com

PLEASE REFERENCE PROPOSAL NO. ON ALL
PURCHASE ORDERS

REMIT PAYMENT TO:
ABB INC.
PO Box 88868
Chicago, IL 60695-1868

Work Services Description:

ABB is pleased to offer this firm fixed price proposal for the services outlined below at the WV State Capitol facility located in Charleston, WV.

Site Address:

1900 Kanawha Blvd. East
Charleston, WV

Scope of Supply:

- 1) Site Equipment:
 - a) Qty. 1 Liquid Filled Transformer
 - b) Qty. 14 Dry Type Transformers
 - c) Qty. 5 Medium Voltage Indoor Switchgear
 - d) Qty. 7 Medium Voltage Pad Mounted Switchgear
 - e) Qty. 1 Low Voltage Switchgear
 - f) Qty. 4 Motor Control Centers
 - g) Qty. 3 Panelboards
 - h) Qty. 6 Switchboards
 - i) Qty. 5 Automatic Transfer Switches
 - j) Qty. 5 Outdoor Medium Voltage Switchgear
 - k) Medium Voltage Cable
- 2) ABB Supplied Equipment:
 - a) ABB will supply the requisite (calibrated) testing equipment for use during the activities below.
- 3) Work Scope:
 - a. TRANSFORMERS (LIQUID FILLED)
MONTHLY
 - i. Perform visual inspection for any damage and proper installation.

- ii. Visually inspect bushings, radiators, and gauges for leaks.
- iii. Inspect transformer auxiliary devices (gauges) for discrepancies.
- iv. Verify operation of auxiliary devices where applicable.
- v. Check for proper tightness of all external bolted electrical joints.
- vi. Check equipment grounds for tightness/proper installation.

QUARTERLY

- vii. IR Scan of electrical connection.

ANNUAL

- viii. Equipment Cleaning.

3 Year Maintenance

- ix. Take Oil Sample – DGA and Oil Quality.
- x. Perform a turns ratio test at in-service tap.
- xi. Perform insulation resistance measurement high side to low side, high side to ground and low side to ground. (remove neutral to ground connection to perform tests where applicable).
- xii. Provide documentation of Field Tests performed and results of those tests.
- xiii. For 5MVA and higher ratings, perform power factor testing on the transformer windings and bushings. Record values and report unfavorable conditions.
- xiv. For 5MVA and higher ratings, perform winding resistance test.

b. TRANSFORMERS (DRY TYPE)

MONTHLY

- i. Visual inspection for damage and proper installation.
- ii. Transformer panels shall be removed to inspect connections, core assembly, and core clamps for discrepancies.
- iii. The transformer connections will be checked for tightness.
- iv. The bus mounting and splice connection bolts will be checked for proper torque wherever possible.

QUARTERLY

- v. IR Scan of electrical connection.
- vi. Inspect auxiliary devices such as fans and indicators.

ANNUAL

- vii. Equipment Cleaning

3 Year Maintenance

- viii. Perform a turns ratio test at in-service tap
- ix. Perform insulation resistance measurement high side to low side, high side to ground and low side to ground. (remove neutral to ground connection to perform test where applicable)

c. MEDIUM VOLTAGE VACUUM BREAKERS

QUARTERLY

- i. IR Scan of electrical connection.
- ii. Perform visual inspection of circuit breaker, verify ratings.

ANNUAL

- iii. Perform primary contact resistance check for each breaker phase using a digital low resistance ohm meter.
- iv. Measure insulation resistance for each breaker in the closed position, phase to phase and phase to ground.
- v. Provide an engineering appraisal report containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.

3 Year Maintenance

- vi. Clean, calibrate and test relays.
- vii. Perform vacuum integrity test (High-Pot test) on vacuum bottles of each circuit breaker.
- viii. Verify proper operation of circuit breaker interlocks.

- ix. Verify proper rack-in of circuit breakers.
 - x. Verify proper operation of the circuit breakers – Manual and Electric open/close/charge.
 - xi. Provide an engineering appraisal report containing the test data sheets from the equipment check-out and verifying the equipment is ready for service.
- d. SWITCHGEAR
- WEEKLY
 - i. Perform visual inspection of SCADA system, verify alarms and equipment.
 - MONTHLY
 - ii. Verify equipment properly installed and anchored per switchgear manufacturer instructions.
 - iii. Perform visual inspection of battery system.
 - iv. Verify proper location of neutral disconnect link and main bond jumper (LV switchgear only).
 - v. Verify circuit breaker operation via protective relay operation.
 - QUARTERLY
 - vi. IR Scan of equipment.
 - vii. Check metering devices: ammeter, voltmeter and their respective phase selector switch (where applicable).
 - ANNUAL
 - viii. Equipment cleaning.
 - ix. IR scan of station battery.
 - 3 Year Maintenance
 - x. The switchgear cubicles and circuit breaker compartments will be visually inspected for damaged or defective devices.
 - xi. The compartment space heaters (if provided) will be inspected for damage and resistance tested.
 - xii. The racking mechanism (Disconnect, Test and Connect) operation and indication will be checked.
 - xiii. Ground bus connections and supports will be checked for proper connection and tightness across all shipping splits.
 - xiv. Inspect and Confirm CT Ratio, Polarity, and Connections per as built drawings.
 - xv. Inspect and Confirm PT Ratio, rating, and Connections per as built drawings.
 - xvi. Inspect and Confirm CPT Ratio, CPT rating, Fuse rating, and Connections per as built drawings.
 - xvii. Confirm shipping split bus splice connections have been installed and properly torqued
 - xviii. Verify control power wiring connections thru shipping splits.
 - xix. Verify control power fuses/breakers ratings and continuity.
 - xx. Place all breakers in test or disconnect position and remove all PT/CPT fuses to perform switchgear bus insulation resistance tests phase to phase, and phase to ground.
 - xxi. Verify proper interference plates on both the breaker and in the switchgear compartments
 - xxii. Verify proper operation and installation of CPT/PT fuses/drawers as applicable.
 - xxiii. Provide documentation of Field Tests performed and results of those tests.
 - xxiv. Confirm Emergency and remote circuits operate correctly.
 - xxv. Test/Confirm any designed transfer schemes, ground fault schemes, etc.
 - xxvi. Check metering devices: ammeter, voltmeter and their respective phase selector switch (where applicable).
- e. LOW VOLTAGE MOTOR CONTROL CENTERS
- MONTHLY
 - i. Visual inspection for signs of damage or missing components.
 - ii. Manually operate branch-circuit disconnects and verify proper operation of disconnects and door interlocks.

- iii. Where equipped, manually trip circuit breakers to verify that operating handles move freely to the trip free position. With the door closed and latched, reset tripped circuit breakers and open and close breaker to confirm proper operation.

QUARTERLY

- iv. IR scan of equipment.

ANNUAL

- v. Equipment cleaning.
- vi. Verify operation of lights, meters, etc.

3 Year Maintenance

- vii. Insulation resistance test of main bus phase to phase and phase to ground.
- viii. Verify protective devices and starting contactors open and close freely by operating breakers and / or fuse disconnects manually and physically depressing the motor starting contactors.
- ix. Setting of circuit breaker instantaneous trip level to setting provided by Customer. Note: if no settings are provided, trip level will be set to mid-range.
- x. Start-up of Solid State and Variable Speed Drives.
- xi. Check bus splices for installation and proper torque values.
- xii. Check control wiring for proper connection and tightness.
- xiii. Operate magnetic devices in-hand to verify that all moving parts operate freely.
- xiv. Check ground bus connections for proper tightness.
- xv. Perform insulation resistance test of starter bucket/fused disconnect.
- xvi. Provide documentation of Field Tests performed and results of those tests.

f. PANELBOARDS

MONTHLY

- i. Perform visual inspection for any damage and proper installation.
- ii. Test insulation resistance phase-to-phase and phase-to-ground.

QUARTERLY

- iii. IR scan of equipment.
- iv. Check metering devices: ammeter, voltmeter and their respective phase selector switch (where applicable).

ANNUAL

- v. Equipment cleaning.
- vi. Verify proper open & close operation of breakers.
- vii. Programming of overcurrent devices with settings provided by Customer, if applicable.
- viii. Testing of overcurrent protective devices with appropriate digital test set (non-primary injection).

3 Year Maintenance

- ix. Verify proper open & close operation of breakers.
- x. Programming of overcurrent devices with settings provided by Customer, if applicable.
- xi. Testing of overcurrent protective devices with appropriate digital test set (non-primary injection).

g. SWITCHBOARDS

MONTHLY

- i. Visual inspection for damage and proper installation.

QUARTERLY

- ii. IR scan of equipment.
- iii. Check metering devices: ammeter, voltmeter and their respective phase selector switch (where applicable).

ANNUAL

- iv. Verify proper manual open & close operation of breakers.
- v. Verify operation of lights, meters, etc.

3 Year Maintenance

- vi. Isolate any PT/CPT circuits and perform Insulation resistance test of bus phase to phase and phase to ground.
 - vii. Resistance test of primary contacts (Ductor) of HPCII switches, PowerBreak II breakers.
 - viii. Programming of overcurrent devices with settings provided by Customer.
 - ix. Testing of overcurrent protective devices with appropriate digital test set (non-primary injection).
 - x. Provide documentation of Field Tests performed and results of those tests.
- h. AUTOMATIC TRANSFER SWITCHES
- WEEKLY
 - i. Verify no alarms on HMI screen.
 - MONTHLY
 - ii. Visual inspection for damage and proper installation.
 - QUARTERLY
 - iii. IR scan of equipment.
 - ANNUAL
 - iv. Equipment cleaning.
 - v. Verify transfer operation both manually and automatically.
 - vi. Verify operation of control devices and communication.
 - 3 Year Maintenance
 - vii. Check the lug torque values of power connections.
 - viii. Check Engine Start connections.
 - ix. Isolate control circuits and perform insulation resistance measurements phase to phase and phase to ground.
 - x. Verify correct connections of all control wires
 - xi. Make sure that all covers, and barriers are properly fastened.
 - xii. Check settings of timers and adjust to customer-supplied settings.
 - xiii. Close primary source breaker feeding the ATS and verify phase-to-phase voltages at the ATS's normal (or primary) side, line terminals. Verify that the controller LEDs for source availability are illuminated.
 - xiv. Verify proper phase rotation of normal source.
 - xv. Close the alternate source breaker feeding the ATS.
 - xvi. Start the engine-generator.
 - xvii. Verify the phase-to-phase voltages at the ATS' alternate (or emergency) side, line terminals. Verify that the controllers LEDs for source availability are illuminated.
 - xviii. Verify proper phase rotation of Emergency source and that it matches the phase rotation of the Normal source
 - xix. Verify proper phasing of Normal source to Emergency source (for closed transition only)
 - xx. Shut down the engine-generator.
 - xxi. Place the ATS starting controls in the Automatic position.
 - xxii. Perform operational test of ATS by opening the Normal source breaker, verify that the Generator starts and ATS transfer to Emergency position.
 - xxiii. Restore Normal power to ATS and verify proper ATS operation return to normal source.
 - xxiv. Provide documentation of Field Tests performed and results of those tests.
- i. MEDIUM VOLTAGE CABLES
- ANNUAL
 - i. Visual inspection.
 - ii. IR scan of cables.
 - 3 Year Maintenance
 - (i) Electrical test.

4) Comments/Exceptions:

- a) No bid bond is included.

- b) The provided cost sheet has been completed but does not include the weekly maintenance tasks, so the overall pricing total is not accurate.
- c) Taking exception to the lubrication task listed as a quarterly function. Moved this to the annual work due to outage requirement.
- d) Most annual and 3-year tasks will require an outage on the equipment. Pricing reflects doing so during off hours (at night or weekend) to minimize disruption during employee working hours.
- e) Man hours to perform 3rd year of annual tasks are covered by the hours allocated to perform the 3-year tasks. While an outage is needed for annual and 3-year tasks, it is assumed that the 3rd year annual and 3-year tasks will both be performed during the same outages.
- f) Customer shall advise ABB in writing of all applicable site-specific health, safety (training), security and environmental requirements and procedures.
- g) ABB assumes that prevailing wage is not applicable for the worksite unless otherwise stated.
- h) Customer shall provide electricians (craft labor) to assist with the listed scope of work at ABB's direction.
- i) All protective settings shall be provided by others and are not included within this proposal.
- j) All equipment must be de-energized and properly isolated prior to the start of work.
- k) Price is contingent upon continuous, unobstructed access to de-energized equipment.
- l) Customer shall provide one copy of existing system schematics, drawings and other equipment/site and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- m) Customer shall provide temporary power and lighting as required for testing.
- n) No prevailing wage laws for state-funded projects in WV. Solicitation documents specify that Davis-Bacon Act is NOT applicable.
- o) 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:
 - p) "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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
 - q) The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - i) 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
 - ii) 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.
- r) 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.

5) Schedule:

- a) ABB estimates the work scope for weekly to take place over one (1) business day(s), utilizing one (1) field resource(s) working one (1) four-hour shift(s), Monday - Friday.
- b) ABB estimates the work scope for monthly to take place over two (2) business day(s), utilizing one (1) field resource(s) working two (2) eight-hour shift(s), Monday - Friday.
- c) ABB estimates the work scope for quarterly to take place over two (2) business day(s), utilizing one (1) field resource(s) working two (2) eight-hour shift(s), Monday - Friday.
- d) ABB estimates the work scope for annually to take place over five (5) outages, utilizing three (3) field resource(s) working five (5) ten-hour shift(s), Monday - Friday.
- e) ABB estimates the work scope for 3rd year maintenance to take place over multiple outages, throughout the 3 year contract.
- f) Quoted work assumes all work to take place during regular business hours excluding weekends and ABB recognized holidays.
- g) All service quoted on contingent upon straight time (normal business) hours. If services are required to be performed on an overtime and/or double time schedule, prices quoted are subject to increase.
- h) Please note that advance notice of four (4) weeks is required for assigning local field engineering resources. Less than four (4) weeks notice may require the use of non-local resources resulting in additional travel and living costs.
- i) Any delays or extra work incurred while the quoted work is being performed as a result of malfunctions of deficiencies encountered with equipment, unless caused by ABB will be addressed in the form of a written change order and charged at ABB's currently published rates.

Price, Terms and Conditions:

ABB will accomplish the above-described work scope for the firm fixed price of \$615,800.00 USD which includes the cost of travel, travel time and accommodations utilizing local resources.

- Invoice to be issued as follows:
 - 100% Upon substantial completion after each onsite work scope.
- Payment Terms: Net 30 days from the date of invoice.
- Pricing does not include any applicable taxes, permits and licensing fees.

The sale of any service and products and the integration thereof, ordered by the Buyer is expressly conditioned upon the terms and conditions contained in this quotation and "ABB Inc. General Terms and Conditions of Sale (2024-02 U.S.—ELSE)" as attached hereto. Any additional or different terms and conditions proposed by the Buyer at any time are expressly objected to and will not be binding upon ABB unless specifically agreed to in writing by ABB's authorized representative. Any order for, or any statement of intent to purchase hereunder, or any direction to perform work and ABB's performance of work shall constitute assent to the terms and conditions. Oral agreement and/or commitments to perform services are not enforceable.

All quoted or agreed prices are subject to revision at any time in the event of: (i) a material increase in component, raw material, or energy costs; or (ii) governmental action such as new or increased tariffs.

Supersedes Article 29 of the ABB Inc General Terms and Conditions of Sale (2024-02 U.S.--ELSE)

- (a) This Article 29 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.
- (b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this

Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

Additional Services

Should the Buyer desire to have ABB perform additional services beyond the scope of services described in this proposal, a change order request will be submitted for the additional associated costs. No additional services shall proceed without written authorization from the Buyer. Additional services will be performed per our published rates for Service, applicable at the time that work is performed, including work that extends through the weekend / holiday. The current rates for Service can be found in Attachment "Electrification USA Service Rates, January 1, 2025".

Consideration for Material Supply

The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract/terms and conditions/purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract/purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract/purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract/purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.

Consideration for Transportation

The offer is based on Incoterms as stated. Due to current fluctuations in transportation cost, the transportation cost may be given as a separate line item and is to be considered a non-binding estimate based on current market prices. At the time of delivery, ABB will use reasonable efforts to get optimum transport arrangements and the actual cost will be invoiced by ABB to the Purchaser. In no case will ABB be liable for any increase in transportation cost at the time of delivery.

Buyer's Responsibilities

The Buyer's responsibilities shall include, but are not limited to, the following:

- Issue switching orders, schedule outages, and de-energize the electrical apparatus, including Lock-Out Tag-Out (LOTO) of all systems associated with ABB's work scope involved in the project. LOTO procedures shall meet or exceed Contractor or ABB's requirements, whichever are more stringent.
- Prior to the start of the on-site work, Buyer shall familiarize ABB personnel with their safety practices, regulations in effect at jobsite, and any chemical and physical hazards, including process safety issues associated with the work environment. ABB shall be under no obligation to commence work unless safety practices are acceptable to ABB. As a safety precaution, prior to the commencement of work, access to a

nearby telephone with the ability to call outside the facility will be provided by Buyer, as well as telephone numbers for local emergency services.

- Buyer will dispose of all wastes generated at the work site. Buyer will be responsible for environmental conditions and will keep the equipment free of contaminants that would be detrimental to the performance of the equipment.
- Buyer shall be responsible for the removal and replacement of any obstructions that may interfere with access to or removal of the existing equipment.
- Buyer will provide an experienced electrician or electrical supervisor familiar with the power distribution system and trained in electrical safety and emergency response procedures including CPR, AED, and first aid for purposes of:
 - Directing ABB personnel in identifying and isolating the proper electrical equipment.
 - Shutting down electrical equipment in an emergency and providing emergency response during high-risk operations including electrical work when a single ABB representative is dispatched. This person must be visually present during all electrical work and high-risk operations. If not present, then ABB will stop work and notify the Buyer.
 - Complying with OSHA 1910.269(l)(1) and 1910.269(b)
- Buyer will provide all “special” maintenance tools including closing handles, test couplers, closing jacks, lifting devices, breaker cars/lift trucks, etc., furnished or defined by the original equipment manufacturer(s).
- Buyer shall provide one (1) copy of existing system schematics, drawings and other information regarding the equipment/site that is needed and be responsible for the accuracy of same and verbal information concerning existing conditions and wiring.
- All communication between, including meetings, all documents, notes on drawings, and submissions required under contract, shall be in the English language. Any language translation, if required, will be the responsibility of the Buyer.
- Buyer must supply minimum power supply of 120V, 1-Phase, power source, if necessary.
- Buyer will provide/operate/maintain services for drinking water, sanitary facilities, parking, trash containers, and lighting.
- Buyer to provide craft labor with tools and equipment to assist field engineer working on site, if necessary.
- Buyer to supply, operate, and maintain all standard services to the site facility, such as electric power, lighting, water, air, etc., if required. Backup for these systems is not included in this proposal. These services are to be made available to ABB, including a suitable source of 60Hz 120/240 volts AC, unless otherwise provided herein.
- Buyer to provide, and be responsible for, applicable codes, standard, laws, regulatory requirements, etc. required for the development of functional specification and system design and operation.
- Buyer shall be responsible for the review of the installation to assure compliance with applicable codes. It is the intention of ABB to comply with the applicable codes, standards, laws, regulatory requirements, etc.; however, by law it is the responsibility of the Buyer for compliance of the total installation. ABB would be pleased to quote any additional features or equipment that the Buyer deems necessary to meet these requirements.

Assumptions and Clarifications

- Any items or services not specifically outlined herein are not included.
- ABB assumes and is relying on the fact that any information furnished by Buyer is accurate and complete. To the extent that ABB obtains actual knowledge of any conditions with the equipment and/or the conditions at site are in addition to and/or different from those indicated in the Buyer's furnished documentation / information and/or there is a previously unknown physical condition that is found with the equipment and/or at the site, ABB shall notify the Buyer. If such condition(s) exist and this causes an increase in ABB's cost of and/or the time required for the performance of any part of the work under a contract, an equitable adjustment may be made, including without limitation, to the price and/or schedule.



- With the exception of delays beyond the control of ABB, no additional work scope shall proceed without the written authorization of the Buyer.
- Should any unforeseen work delays beyond the control of ABB occur, including those as a result of malfunctions or deficiencies encountered with the equipment (unless caused by ABB) or should the Buyer desire to have ABB perform work beyond the scope of work described in this proposal, that work will be billed at the published rates in effect at the time of performance of that the work scope and will apply to all ABB project management, field engineers, field engineering service technicians and/or craftsmen.
- ABB expressly objects to any requirements, methods or conditions contained in any Buyer request that are not specifically addressed in this document, and such requirements, methods, and conditions, if any, are outside the scope of this proposal.
- Schedule: Unless otherwise stated in the scope, all work will be performed on a straight time basis. All work is to be performed on a mutually agreeable schedule. The foregoing work as described under work scope shall be performed during normal working hours Monday through Friday, Holidays excepted. If work is performed on an overtime basis, the premium for the time spent and other applicable cost will be billed in addition to the price quoted and will be billed at our published rates in effect at the time work is performed. Time and expense of ABB employees' travel from their headquarters to work site and return, shall be considered as time worked. ABB typically requires a minimum four (4) weeks advance notice to ensure availability of resources.
- The services shall be considered "Substantially Complete" when the services to be performed by ABB or the designated portion thereof, are sufficiently complete in accordance with the contract documents, so that the Buyer can occupy or use the services or portion thereof for its/their intended use. For products only order, "substantially complete" shall mean the date of shipment of the products. A "Punchlist" is to be developed upon "Substantial Completion," and ABB's standard warranty shall provide coverage (when applicable) for issues that occur after "Substantial Completion." "Final Project Completion" shall be reached when all contractual responsibilities have been met and the final bill issued.

ABB INC.

By:	Greg Eagle		
Title:	Business Development Manager		
Email:	Greg.eagle@us.abb.com		
Phone:	304-638-4132	Fax:	N/A

BUYER:

Company:			
By:	(Signature)		
Title:			
Email:		Date:	

This proposal and specification are submitted in confidence solely for use in consideration of the merits of the offering and for no other direct or indirect use by Buyer and its contents are proprietary to ABB. In taking receipt of this document, Buyer agrees not to reveal its contents except to those in its own organization who must evaluate it, to use this document and the information that it contains exclusively for the above-stated purpose and to avoid disclosure of the information to competitor of ABB.

ABB Inc. maintains a complete staff of Field Service personnel who are available to provide advisory assistance, installation, inspection, commissioning, testing, troubleshooting, start up, engineering studies, maintenance and repair services of both ABB and non-ABB electrical apparatus.

8-Hour Daily Rates

Classification	Weekday	Saturday	Sunday Holiday
Field & Service Center			
Class I - Specialized Field Engineer	\$3,282	\$4,770	\$6,274
Class II - Field Engineer	\$2,690	\$3,890	\$5,090
Class III - Service Technician	\$2,106	\$3,010	\$3,922
Phone Support			\$1,925/case
Emergency Standby Retainer			\$7,000/month

Tooling Rates

IR Camera	\$120/day, \$480/week
Primary Current Injection Set	\$500/day, \$2,000/week
Relay Test Set	\$600/day, \$2,400/week
Power Factor Test Set	\$600/day, \$2,400/week

Class I – Specialized Field Engineer

The Specialized Field Engineer has specialized educational and factory training and experience in design, assembly, installation, and testing. This person is required for installation, commissioning, repair, service, maintenance, and upgrade work associated with:

- Paralleling Switchgear
- Medium Voltage Synchronous Motor Controls
- Automatic Throw Over Controllers (PLC)
- Gas Insulated Switchgear (GIS)
- Entellisys Switchgear
- Specialty power system studies, including Harmonic, Transient Switching, Load Flow, and Grounding

Class II – Field Engineer

The Field Engineer has specific factory training and experience. This person can act as a consultant for customer's personnel with respect to correct installation, testing, maintenance, commissioning, or service requirements consistent with ABB guidelines.

Class III – Service Technician

The Service Technician has craft trade training along with selective factory training.

Typical Field Services, Repairs, and Product Support

- Low / Medium Voltage Switchgear, GIS Switchgear, Protective Relays, and Circuit Breakers
- Low / Medium Voltage Motor Control Centers
- Low / Medium Voltage Busduct
- Medium Voltage Load Interrupter Switches
- Automatic Transfer Switches
- Transformers
- Programmable Logic Controllers
- Power System Studies

Rate Terms

1. Work greater than 8 hours per day is billed per hour:	Overtime	Double Time
Class I - Specialized Field Engineer	\$560.00	\$748.00
Class II - Field Engineer	\$450.00	\$600.00
Class III - Service Technician	\$340.00	\$454.00

For less than 24-hour response, a 1.40 multiplier is used for all rates.

Overtime applies to billable weekday hours 9-12 or outside of 7:00am to 6:00pm. Double Time applies to billable weekday hours greater than 12, Saturday hours greater than 8, Sundays and holidays.

- Preparation, travel, and report writing time will be charged at the applicable rate (i.e., daily rates, overtime and double time) on a round-trip basis with point of departure based on the location of the ABB Representative's office/service center.
- Additional travel and living expenses include:

Overnight stay	\$250 per day
Air Travel / Rental Car charges	Cost + 20%

Notes: Additional T&L charges may apply for high cost of living areas.

- Travel and living expenses outside the continental U.S.A., will be billed at a cost plus 20% minimum, or consult with your local ABB representative for a local per diem rate.
- Materials, subcontract labor and equipment if required will be provided at cost + 35%.
- All equipment is delivered FCA ABB point of shipment, Incoterms® 2020, with freight prepaid and charged 3% of material price (a minimum per shipment charge of \$100.00 shall apply). Any premium transportation or required special handling is in addition and shall be for the account of the Buyer.
- Consult with local ABB office to determine applicable charges for other special tooling and/or test equipment or any taxes, fees or VAT that may be in addition to the above rates.
- Minimum daily billing of 8 hours for all services provided including standby time.
- A minimum order of \$500.00 shall apply for a parts/material only order.
- All rates are for hours worked, traveled, or on standby and are based on ABB's General Terms and Conditions of Sale. Price and data subject to change without notice.
- Phone Support is a service provided on the phone by a Field Engineer for limited hardware and software troubleshooting services.
- Employee screening costs as required by the customer will be provided as follows:

Custom drug screen or background check	\$250
TWIC Card	\$400
BOSIET + HUET	\$3,000

All travel time to complete the screenings will be billed at the applicable hourly rate as defined herein plus expenses. All other specialty training will be billed at cost + 20%.
- All time to complete site specific training will be billed at the applicable hourly rate as defined herein plus expenses.
- A Critical Power Emergency Standby Retainer provides access to a qualified ABB Field Engineer at the customer site on the same day the need is identified by the customer. All time to support the emergency service, including travel to and from the customer site, will be billed at the applicable hourly rates as defined herein, however the 1.40 multiplier applied to work with less than 24hrs notice is waived.
- The Standard and Applicable rates shown on this sheet assume that services are being performed at a location that is not subject to a Location Premium which is an additional charge/rate that may be assessed for remote, inconvenient, confined or offshore work sites. Please contact ABB to see if a Location Premium applied to your location.

For more information contact your local ABB office or call our 24x7 customer service center at

1-888-434-7378 or 540-387-8617
for legacy GE products

1-800-HELP-365 (1-800-435-7365)
for legacy ABB products

(2024-02 U.S.—EL SE)

1. General.

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, policies, addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user. "Hazardous Materials" means any toxic or hazardous substance, hazardous material, dangerous or hazardous waste, dangerous good, radioactive material, petroleum or petroleum-derived products or by-products, or any other chemical, substance, material or emission, that is regulated, listed or controlled pursuant to any national, state, provincial, or local law, statute, ordinance, directive, regulation or other legal requirement of the United States ("U.S.") or the country of the Site.

2. Prices.

(a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.

(b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.

(c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.

(d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

3. Payment.

(a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.

(b) If in the judgment of ABB, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.

(c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

4. Changes.

(a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.

(b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

5. Delivery.

(a) All Equipment manufactured, assembled or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.

(b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten (10) days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

6. Title & Risk of Loss.

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement.

7. Inspection, Testing and Acceptance.

(a) Any inspection or testing of equipment on ABB's premises shall be scheduled in writing. Any inspection or testing of equipment on ABB's premises shall be scheduled in writing. Quote: GEXPRO_VW_STATE_CAPITOL_ELECTRICAL_PM_CONTRACT_17794231_0625PHO_R0.DOCX

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advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.

(b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.

(c) If the purchase order provides for Site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at Site complete, without physical damage, and in good operating condition. Completion of Site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the Site, the Site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

8. Warranties and Remedies.

(a) Equipment and Services Warranty. ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and spare parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.

(b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or thirty (30) days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

(c) Exceptions. ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.

(d) Software Warranty and Remedies. ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action on behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or re-place it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, ABB Confidential and Proprietary

incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one (1) year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

(d) The rights and remedies of the parties contained under these terms and conditions shall be sole and exclusive.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, New York County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA.

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License. (a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder, and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics (including any variations), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation.

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule.

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included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination.

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) The following definitions apply to this Article 19:

"Trade Control Laws" means all applicable trade and economic sanctions laws and regulations, specifically including but not limited to the U.S. International Traffic in Arms Regulations ("ITAR"), 22 C.F.R. 120 et seq.; the Export Administration Regulations ("EAR"), 15 C.F.R. 730-774; the Foreign Assets Control Regulations ("FACR"), 31 C.F.R. 500-598; the Foreign Trade Regulations ("FTR"), 15 C.F.R. 30-199; and, any administrative or regulatory decisions or guidelines adopted pursuant to Trade Control Laws.

"Purchaser Entities" means Purchaser's officers, directors, employees, parent company, subsidiaries and other affiliates, and if the Equipment, Software and/or Services are subject to resale or other distribution, Purchaser's customers and end-users of the same. (b) Purchaser shall comply in all respects with Trade Control laws and shall not export, re-export, transfer, disclose or otherwise provide or make accessible the Equipment, Software, data or other information provided to Purchaser by ABB hereunder, to any non-U.S. person or entity (including Purchaser's dual and/or third-country national employees or third party contractors) without first complying with all requirements of the applicable Trade Control Laws. If Purchaser is a U.S. entity and is engaged in the business of either exporting or manufacturing (whether exporting or not) Defense Articles or furnishing Defense Services as defined in the ITAR, Purchaser represents that it shall maintain an active registration with the U.S. Department of State's Directorate of Defense Trade Controls ("DDTC"), as required by the ITAR, throughout the performance of this Contract, and that it maintains an effective export and import compliance program in accordance with the ITAR. If Purchaser is a U.S. entity and will export ABB's Equipment, Software, and/or data, Purchaser will be considered an exporter within the meaning of the U.S. export regulations. Therefore, ABB should not be listed as the exporter or U.S. Principal Party in Interest ("USPPI") on any documentation or filings relating to any export. Purchaser acknowledges it's acting on its own behalf and not as ABB's agent for export or any other purposes.

(c) Purchaser represents and warrants that the Equipment, Software and Services provided hereunder, and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use or any other end use prohibited by Trade Control Laws.

(d) Purchaser represents and warrants that: (1) neither Purchaser nor any Purchaser Entity is included on any of the restricted party lists maintained by the U.S. Government, including the Specially Designated Nationals List administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), Denied Parties List, Unverified List or Entity List maintained by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), or the List of Statutorily Debarred Parties maintained by the U.S. State Department's Directorate of Defense Trade Controls, listed, the ITAR §126.1 Restricted Parties List, or the consolidated list of asset freeze targets designated by the United Nations, European Union, and United States or any similar list maintained by the European Union or European member state (collectively "Restricted Parties List"); and (2) no entity or person listed on the Restricted Parties List (or owned directly or indirectly, in whole or in part, by an entity or person on the Restricted Parties List) has any property, financial or other interest in the Equipment, Software or Services, and that the same shall not be transferred, reexported, disclosed to or otherwise provided to an entity or person on the Restricted Parties List. Purchaser shall notify ABB immediately if Purchaser or a Purchaser Entity becomes listed on the Restricted Party List.

(e) Purchaser shall notify ABB immediately upon awareness of any breach or suspected breach of this Article 19. Any violation of Purchaser's obligations under this Article 19 is a material breach of this Agreement and ABB reserves the right to terminate the Agreement immediately upon written notice for Purchaser's default. Purchaser shall indemnify, defend and hold harmless ABB, its officers, directors, employees, agents, affiliates, successors, and permitted assigns from and against all claims, causes of action, damages, liabilities, and expenses, including attorney's fees arising from Purchaser's breach of this Article 19 and any resulting termination of this Agreement.

(f) If agreed to by the Parties pursuant to a written statement of work or elsewhere in this Agreement, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(g) When applicable, the party considered the exporter of the Equipment, Software, Services and/or data, will apply for the export license in compliance with all applicable Trade Control Laws. If ABB is the applicant of the export license, the Purchaser agrees to immediately provide all the necessary information and documentation (i.e. End-User/End-Use Certificate and Letter of Assurance) required to apply for the license. If an export license is denied or revoked, the applicant must notify the other party immediately and this Agreement may be terminated by ABB without liability for damages of any kind resulting from such termination.

20. Trade Controls.

(a) The Parties agree to comply with all applicable sanctions and export control laws in connection with this Agreement. Sanctions and export control laws and regulations include any applicable laws, regulations, or administrative or regulatory decisions or guidelines that sanction, prohibit or restrict certain activities including, but not limited to, (i) import, export, re-export, transfer, or trans-shipment of goods, services, technology, or software; (ii) financing of, investment in, or direct or indirect transactions or dealings with certain countries, territories, regions, governments, projects, or specifically designated persons or entities, including any future amendments to these provisions; or (iii) any other laws, regulations, administrative or regulatory decisions, or guidelines adopted, maintained, or enforced by any Sanctions Agency on or after the date of the purchase order (collectively, "Trade Control Laws"). "Sanctions Agency" means any governmental or regulatory body, instrumentality, authority, institution, agency or court that promulgates or administers Trade Control Laws including, but not limited to, the aforementioned governmental and regulatory bodies of (i) the United Nations, (ii) the United States of America (including the U.S. Department of Treasury Office of Foreign Assets Control, U.S. Department of State and U.S. Department of Commerce), (iii) the European Union or (iv) Switzerland.

(b) The Parties confirm that they have not violated, shall not violate, and shall not cause

the other Party to violate, any applicable Trade Control Laws. Each Party represents and warrants that, to the best of its knowledge, at the date of the purchase order neither it, nor any of its respective directors or officers are a Restricted Person. Each Party agrees that it shall promptly notify the other Party if it becomes a Restricted Person. "Restricted Person" means any entity or person included on a list (including U.S. and EU lists) of targeted parties, blocked parties, or persons subject to asset-freezing or other restrictions introduced under any applicable Trade Control Laws (and includes any entity that is directly or indirectly owned fifty (50) percent or more, in the aggregate or individually, or otherwise controlled by any Restricted Person).

(c) If, as a result of Trade Control Laws issued or amended after the date of the [Individual Order], including, but not limited to, (i) the Purchaser or the end-user is/becomes a Restricted Person, or (ii) any necessary export license or authorization from a Sanctions Agency is not granted, the performance by ABB or any of its affiliates becomes illegal or impracticable, ABB shall be entitled to either immediately suspend the performance of the affected obligation under the purchase order until such time as ABB may lawfully discharge such obligation or unilaterally terminate the purchase order in whole or in part. ABB will not be liable to the Purchaser for any costs, expenses or damages associated with such suspension or termination of the purchase order.

(d) The Parties undertake to obtain all the necessary licenses and/or permits from the competent authorities for the import or export, re-export, or in-country transfer of Equipment and Services, Equipment and Software, and the "direct product" thereof, that originate from the United States are subject to the U.S. Export Administration Regulations ("EAR") and must not be exported, re-exported, or transferred (in-country) without obtaining the necessary valid licenses/authorizations of the competent US authorities. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

(e) The Purchaser represents and warrants that the Equipment and Services are for civil use only. The Purchaser further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time).

(f) If the Purchaser infringes any obligations in this Trade Controls clause in connection with the purchase order, the Purchaser must immediately notify ABB. Failure to comply with these Trade Compliance obligations shall be considered a material breach, and ABB shall have the right to unilaterally terminate the Agreement with immediate effect. Such termination would be without prejudice to all rights of recourse which could be exercised by ABB, and ABB shall not be liable to Purchaser for any claim, losses or damages whatsoever related to its decision to terminate performance under this provision. Further, Purchaser shall indemnify ABB for all liabilities, damages, costs, or expenses incurred as a result of any such violation, breach and/or termination of the Agreement. ABB may report such violations to relevant authorities as required by applicable Trade Control Laws.

(g) For the avoidance of doubt, no provision in this Agreement shall be interpreted or applied in a way that would require any Party to do, or refrain from doing, any act which would constitute a violation of, or result in a loss of economic benefit under, applicable Trade Control Laws.

21. Bribery and Corruption.

(a) Purchaser hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of ABB or any other party in a manner contrary to applicable laws (including but not limited to the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act (United States) and, where applicable, legislation enacted by member States and signatories implementing the OECD Convention Combating Bribery of Foreign Officials) and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

(b) Nothing hereunder shall render ABB liable to reimburse Purchaser for any such consideration given or promised.

(c) Purchaser's material violation of any of the obligations contained in Article 21(a) above may be considered by ABB to be a material breach hereunder and shall entitle ABB to terminate this agreement with immediate effect and without prejudice to any further right or remedies on the part of ABB hereunder or applicable law. Purchaser shall indemnify ABB for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above-mentioned obligations and termination of this Agreement.

(d) Purchaser understands that ABB's Code of Conduct is available for consultation online at <http://www.abb.com/integrity>. Purchaser agrees to perform its contractual obligations hereunder with substantially similar standards of ethical behavior as those found in Supplier's Code of Conduct.

(e) ABB has established the following reporting channels where Purchaser and its employees may report suspected violations of applicable laws, policies or standards of conduct:

Web portal: www.abb.com/integrity

Telephone: number specified on the above Web portal

Mail: address specified on the above Web portal

22. Assignment.

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

23. Nuclear.

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

24. Resale.

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

25. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Quote: GEXPRO_WV_STATE_CAPITOL_ELECTRICAL_PM_CONTRACT_E7794231_0625HQ_R0.DOCX

Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

26. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Equipment and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Equipment and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidential information of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 26 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 26 shall expire five (5) years after the date of disclosure. This Article 26 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

27. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

28. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, policies, addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement. Proposals, policies, and/or addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, policies, addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

29. US Government Contracts.

This Article 29 applies only if the Agreement is for the direct or indirect sale, or is funded in whole or in part by, an agency of the U.S. federal government, or a state government, or any other U.S. government instrumentality or political subdivision (collectively "U.S. government entity"). Unless otherwise expressly stated and specifically agreed in ABB's Proposal:

(a) Purchaser agrees that:

(i) all Equipment, Software, and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial product" or "commercial service" or

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"commercial computer software" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101.

(ii) ABB technical data and computer software are developed at ABB's private expense and not in performance of the Agreement. ABB retains ownership and proprietary rights in all technical data and computer software provided to Purchaser under the Agreement and under a U.S. Government contract or subcontract. Neither the Purchaser, the U.S. Government nor any higher-tier contractor under a U.S. Government contract will obtain any rights in ABB technical data or computer software beyond the rights provided under ABB's standard commercial licenses consistent with FAR 12.211 and 12.212.

(iii) to the extent the Buy American Act (41 U.S.C. §§ 8301 – 8305, as amended), Trade Agreements Act (19 U.S.C. §§ 2501 – 2581, as amended), Build America, Buy America (Pub. L. 117-58, December 29, 2022, as amended) or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment or Software is unknown.

(iv) the version of any applicable FAR clause listed in this Article 29 shall be the one in effect on the effective date of this Agreement.

(b) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that:

(i) all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions.

(ii) only the clauses identified in FAR 52.212-5 apply and only to the extent applicable for sale of COTS and/or commercial products and/or commercial services and as appropriate for the purchase order price.

(iii) any Services offered by ABB are exempt from the Service Contract Act of 1965 (41 U.S.C. §§ 6701 - 6707, as amended).

(iv) all other U.S. Government agency contract provisions are rejected.

(c) If Purchaser is procuring as a contractor, or subcontractor at any tier, on behalf of an agency of a U.S. government entity, then Purchaser agrees that:

(i) only the clauses identified in FAR 52.212-5(e)(1) or 52.244-6(c)(1) (whichever is applicable) apply and only to the extent applicable for sale of COTS and/or commercial products and/or services and as appropriate for the purchase order price.

(ii) Purchaser shall notify ABB prior to transmitting any Controlled Unclassified Information ("CUI") to ABB, and only upon written authorization by ABB may Purchaser transmit CUI to ABB. Purchaser shall transmit CUI to ABB in accordance with applicable CUI safeguarding and/or dissemination authority requirements.

(iii) prevailing wage and related public works labor and employment laws or regulations are not applicable to ABB's services offered in the Proposal.

(iv) Purchaser is solely responsible for its obligations to its customer(s), including validating that ABB's Proposal fulfills Purchaser's U.S. Government contracting obligations, if any. To the extent the terms and conditions of Purchaser's customer contract(s) are different from the terms and conditions of this Agreement, Purchaser shall defend, indemnify and hold ABB harmless from and against all losses, liabilities, cost, expense (including attorney's fees and expenses of litigation and/or settlement), damages, allegations, claims, causes of action and judgments resulting from such difference. In no event will Purchaser withhold payment due to ABB for any dispute or liability incurred between Purchaser and its customer(s).

30. Data Protection.

(a) The parties agree that the protection of personal data is very important. If Purchaser discloses personal data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any personal data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of personal data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.