

APR. 16. 2007

1:50PM

WV DIV OF PURCH

NO. 2643

P. 2



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

### Request for Quotation

RFQ NUMBER  
**COR61346**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

RFQ COPY  
TYPE NAME/ADDRESS HERE

**WESCO Distribution, Inc.**  
**256 Ragland Road**  
**Beckley, WV 25801**

STATE

**DIVISION OF CORRECTIONS**  
**MT. OLIVE CORRECTIONAL CENTER**  
**1 MOUNTAINSIDE WAY**  
**MT. OLIVE, WV 25185**  
**304-442-7213**

DATE PRINTED <b>04/04/2007</b>	TERMS OF SALE	SHIP VIA	P.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/19/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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#### REQUEST FOR QUOTATION

THE PURCHASING DIVISION IS SOLICITING BIDS FOR THE MOUNT OLIVE CORRECTION CENTER FOR THREE (3) TRANSFORMERS PER THE ATTACHED SPECIFICATIONS.

DELIVERY: DELIVERY IS FOB TO THE BELOW LOCATION

**MOUNT OLIVE CORRECTIONAL CENTER**  
**1 MOUNTAINSIDE WAY**  
**MT. OLIVE, WV 25185**

DELIVERY SHOULD BE MADE WITHIN 90 DAYS UPON RECEIPT OF THE PURCHASE ORDER. ANY OTHER DELIVERY TERMS SHOULD BE STATED ON THE BID.

0001

**EA**      **285-86**  
**3**  
**TRANSFORMER**

Please see attached      Please see attached

#### VENDOR PREFERENCE CERTIFICATE

CERTIFICATION AND APPLICATION\* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).

A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:

( ) BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS

RECEIVED  
2007 APR 19 P 1:28  
PURCHASING DIVISION  
STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

APR. 16. 2007

1:50PM WV DIV OF PURCH

NO. 2043 P. 4



State of West Virginia  
Department of Administration  
Purchasing Division  
2019 Washington Street East  
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### Request for Quotation

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DIVISION OF CORRECTIONS  
MT. OLIVE CORRECTIONAL  
CENTER  
1 MOUNTAINSIDE WAY  
MT. OLIVE, WV  
25185 304-442-7213

DATE PRINTED <b>04/04/2007</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>04/19/2007</b>		BID OPENING TIME: <b>01:50PM</b>		

LINE	QUANTITY	UQP	UNIT PRICE	ITEM NUMBER	AMOUNT
<p>CERTIFICATION; OR</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>( ) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>( ) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE</p>					

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VENDOR

OFFICE

DIVISION OF CORRECTIONS  
MT. OLIVE CORRECTIONAL  
CENTER  
1 MOUNTAINSIDE WAY  
MT. OLIVE, WV  
25185 304-442-7213

DATE PRINTED 04/04/2007	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 04/19/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p>						

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APR. 16. 2007

1:51PM WV DIV OF PURCH  
State of West Virginia  
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Purchasing Division  
2019 Washington Street East  
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Request for  
Quotation

NO. 2045 P. 0

RFQ NUMBER  
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PAGE  
4



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304-558-2544

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AUZACOT

AUZACOT

DIVISION OF CORRECTIONS  
MT. OLIVE CORRECTIONAL  
CENTER  
1 MOUNTAINSIDE WAY  
MT. OLIVE, WV  
25185 304-442-7213

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2007				

BID OPENING DATE 04/19/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BIDDER: <u>WESCO DIST. INC</u> DATE: <u>4/18/07</u> SIGNED: <u>Kurt A. Shurtz</u> TITLE: <u>Branch Mgr</u>						
* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)						
NOTICE						
A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID						

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1:51PM WV DIV OF PURCH  
 State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

request for  
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 5

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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VENDOR

VENDOR

DIVISION OF CORRECTIONS  
 MT. OLIVE CORRECTIONAL  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/04/2007				
BID OPENING DATE: 04/19/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:				JOHN ABBOTT		
RFQ. NO.:				COR61346		
BID OPENING DATE:				4/19/2007		
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
				304-252-6327		
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				KEITH SHUMATE		
				BRANCH MGR		
				304-252-8633		
***** THIS IS THE END OF RFQ COR61346 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

**SIGNED BID TO:**

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

RFQ No. COR61346 P7

# AFFIDAVIT

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality, county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:**

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

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit [www.state.wv.us/admin/purchase/privacy](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: WESCO DIST. INC. BECKLEY WV.

Authorized Signature: [Signature] Date: 4/18/07

No Debt Affidavit (Revised 10/13/05) BRANCH MGR

04-17-2007

**TO: Department  
Of Administration  
Purchasing Div.  
2019 Washington St.  
East Charleston, WV  
25305-0130**

**From: Wesco Distribution  
256 Ragland Rd  
Beckley, WV 25801  
Phone: 304-252-8633  
Fax: 304-252-6327**

**SUBJECT: RFQ NUMBER COR61346**

**WESCO DISTRIBUTION IS PLEASED TO QUOTE THE FOLLING BILL OF MATERIAL.**

Specification or data changes may result in changes to quoted prices and/or delivery date.

**Additional Notes:**

"PRICES QUOTED HEREIN ARE NOT VALID FOR ANY SHIPMENT AFTER 12/31/2007"

225 KVA - Item 1 & 1a - quoted with Bayonet Fusing with Isolation Link  
500 KVA - Item 2 & 2a - quoted with Bayonet Fusing with Isolation Link  
225 KVA - Item 3 & 3a - quoted with Bayonet Fusing with Isolation Link

All quotes include Cover Mounted Pressure Relief Device to replace Qualitrol 208-60 -LPRD00-00007560-

EXCEPTION TO STYLE #S V54A5148JL,V54A5648JS,V54E5148HS  
QUOTE IS FOR BOM PROVIDED ON QUOTE.  
QUOTE PROVIDED WITH 150 BIL INSTEAD OF 125 BIL

**Quote** : 3 Phase, 60 Hz, 65 °C AWR, 30 °C Avg Amb, Loop feed, Mineral Oil-Filled MTR  
Padmount Transformer  
**Color** : ASA 70 gray paint (Munsell 5BG 7.0/0.4)  
**HV** : 34500GrdY/19920, 150 kV BIL, taps +2 -2 2.5%  
**Neutral** : HOX0 bushing with ground strap  
**LV** : 208Y/120

**Features**

- 30" deep cabinet
- Penta-head cabinet handle bolt
- 200 amp HV bushing wells x 6
- Loadbreak inserts (dead front) x 6
- ANSI C57.12.26 Fig 2 & 3 HV bushing pattern (minimum)
- Threaded stud LV bushings with 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

1 of 5



- Fused bayonet with isolation link x 3
- Liquid level gauge
- Dial type thermometer
- Provisions for pressure vacuum gauge
- Cover mounted pressure relief device
- Pressure relief valve
- Drain valve and sampler
- 4-position 200 amp T-blade switch

ITEM	QTY	kVA	EACH (USD)	Z	Shipment	Conductor Mtl.
1	1	225	\$13600	4.62	20-22 Weeks	Al/Al
3	1	225	\$13575	4.43	20-22 Weeks	Al/Al

**Quote** : 3 Phase, 60 Hz, 65 °C AWR, 30 °C Avg Amb, Loop feed, Less-Flammable Biodegradable Fluid - Filled MTR Padmount Transformer

**Color** : ASA 70 gray paint (Munsell 5BG 7.0/0.4)

**HV** : 34500GrdY/19920, 150 kV BIL, taps +2 -2 2.5%

**Neutral** : H0X0 bushing with ground strap

**LV** : 208Y/120

**Features**

- 30" deep cabinet
- Penta-head cabinet handle bolt
- 200 amp HV bushing wells x 6
- Loadbreak inserts (dead front) x 6
- ANSI C57.12.26 Fig 2 & 3 HV bushing pattern (minimum)
- Threaded stud LV bushings with 4-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern

- Fused bayonet with isolation link x 3

- Liquid level gauge

- Dial type thermometer

- Provisions for pressure vacuum gauge

- Pressure relief valve

- Cover mounted pressure relief device

- Drain valve and sampler

- Contains less-flammable biodegradable fluid with no detectable level of PCB, less than 1PPM, at the time of manufacture

- 4-position 200 amp T-blade switch

ITEM	QTY	kVA	EACH (USD)	Z	Shipment	Conductor Mtl.
1a	1	225	\$17500	4.62	20-22 Weeks	Al/Al
3a	1	225	\$17450	4.43	20-22 Weeks	Al/Al

**Quote** : 3 Phase, 60 Hz, 65 °C AWR, 30 °C Avg Amb, Loop feed, Mineral Oil-Filled MTR Padmount Transformer

**Color** : ASA 70 gray paint (Munsell 5BG 7.0/0.4)

**HV** : 34500GrdY/19920, 150 kV BIL, taps +2 -2 2.5%

**Neutral** : H0X0 bushing with ground strap

**LV** : 208Y/120

**Features**

- 30" deep cabinet
- Penta-head cabinet handle bolt

- 200 amp HV bushing wells x 6
- Loadbreak inserts (dead front) x 6
- ANSI C57.12.26 Fig 2 & 3 HV bushing pattern (minimum)
- Threaded stud LV bushings with 6-hole NEMA spade terminals x 4
- ANSI C57.12.26 Fig 3&4a minimum stgrd LV bushing pattern
- Fused bayonet with isolation link x 3
- Pressure relief valve
- Liquid level gauge
- Dial type thermometer
- Provisions for pressure vacuum gauge
- Cover mounted pressure relief device
- Drain valve and sampler
- 4-position 200 amp T-blade switch

ITEM	QTY	KVA	EACH (USD)	Z	Shipment	Conductor Mtl.
2	1	500	\$15100	4.72	20-22 Weeks	Al/Al

**Quote** : 3 Phase, 60 Hz, 65 °C AWR, 30 °C Avg Amb, Loop feed, Less-Flammable  
Biodegradable Fluid - Filled MTR Padmount Transformer  
**Color** : ASA 70 gray paint (Munsell 5BG 7.0/0.4)  
**HV** : 34500GrdY/19920, 150 kV BIL, taps +2 -2 2.5%  
**Neutral** : H0X0 bushing with ground strap  
**LV** : 208Y/120

**Features**

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- Fused bayonet with isolation link x 3
- Pressure relief valve
- Liquid level gauge
- Dial type thermometer
- Provisions for pressure vacuum gauge
- Cover mounted pressure relief device
- Drain valve and sampler
- Contains less-flammable biodegradable fluid with no detectable level of PCB, less than 1PPM, at the time of manufacture
- 4-position 200 amp T-blade switch

ITEM	QTY	KVA	EACH (USD)	Z	Shipment	Conductor Mtl.
2a	1	500	\$18900	4.72	20-22 Weeks	Al/Al

**Payment terms** : Paid in 30 days  
**Conditions of Sale** : Standard I & C  
**Freight Code** : Point of Shipment Prepaid WV, (United States)  
**Warranty** : 12 months after commissioning or 18 months after shipment, whichever occurs first

**Disclaimer Notes**

Prices and discounts are subject to change without notice.

Lead Times are subject to change based on available production space at time of release.

**APPROVAL DRAWINGS:**

- Dwgs. will be E-mailed to such address as keyed into the "Drawing Address" field at time of order entry.
- Dwgs. typically available 3 - 4 weeks after receipt of order.
- Drawings may be supplied in ".pdf" format at customer request.
- Quick drawings: On as needed basis and priced accordingly.

**SHIPMENT:**

- Quoted shipment is based upon order "released" at the factory and receipt of approval drawings.
- FOB destination to 48 contiguous states only is an adder of 2% net.
- Shipment is priced to contiguous states only. Any bluewater packaging and shipment is by others.
- Approval process is not included in the quoted shipment time.

**FEATURES:**

- Elbow connectors, "T-Ops", secondary terminating lugs, grounding lugs, padlocks, warning signs and wrenches are not typically supplied by the ABB Jefferson City factory.
- Nameplates state "filled with non-pcb fluid that contained less than 1 ppm at time of manufacture".
- PCB testing is batch mode.
- Special nameplates and markings supplied by others.
- Nameplates are laser etched anodized aluminum.
- Door fastening bolts are made of AISI 300 series stainless steel or silicon bronze for corrosion resistance in full compliance with ANSI C57.12.28-1988.
- Fuse curves are available electronically.
- Ground pads are SST.
- 304 series SST is supplied where applicable. 316 SST is unavailable.
- Standard production line tests per IEEE C57.12.00
- Padmount transformers are HV on left, LV on right as facing unit. Reverse front panel padmounts are not typically available.
- ABB transformers are tamper and water-resistant.
- Paint system is in full compliance with ANSI/IEEE C57.12.28.
- ADDER for extra warranty is 2% per year after the first up to 5 years.
- FM certification is available in certain configurations. Transformers are not FM compliant unless specified.

**SPECIAL TESTS:**

- CHOP WAVE testing is \$1150 adder
- TEMPERATURE test net each adder is \$2300.
- SOUND test net each adder is \$1150. N/A on 2000 kva ratings or greater
- POWER FACTOR test net each adder \$1150. (similar to dole test)
- WITNESS TESTING net each adder is \$2300. Witness testing of exact unit may not be available.
- PRODUCT INSPECTION net each adder is \$1750. Note that shipment schedule may be delayed.

**ORDER STATUS:**

- View the status of your orders by visiting web site at <<http://www.abbdtd.com>>
- View requested construction drawings electronically at the same site: Order status, upper right hand corner, click on nameplate icon or drawing icon. Generally not available less than two weeks after order entry unless a duplicate style is ordered. Order entering must specify whether or not to appear on ABB website.

This Bill of Material/Proposal is based on our interpretation of any Specifications, Drawings, and/or other information provided to ABB. Accuracy/Completeness is the sole responsibility of the Distributor, Contractor and End User. If an Item/Service is not listed IT IS NOT INCLUDED nor implied to be. Items/Services not shown/listed will be the responsibility of the Distributor, Contractor or End User to furnish/provide.

· NEGOTIATION AND ITEM NUMBER MUST BE REFERENCED AT ORDER ENTRY.

- Instruction books are not supplied with transformers but are available at <http://www.abbdtd.com>

. Note: Prices are F.O.B. factory with freight prepaid and allowed to accessible common carrier point nearest 1st destination within continental United States. Carrier to be determined by ABB Jefferson City, Missouri.

ABB INC. General Terms and Conditions of Sale, ABBGTC073101.

WESCO DISTRIBUTION GENERAL TERMS AND CONDITIONS.

PLEASE SEE ATTACHED MATERIAL.

**Quote Validity:**

Quote valid for 60 days unless stated otherwise on quote.

**Price Validity:**

On Firm Orders: ABB intends to honor price through quoted delivery. But if after 60 days of receipt of order there is a significant increase in transportation or materials costs, ABB reserves the right to amend the price after consultation with the purchaser.

On Approval Orders: Prices are valid for 60 days after initial mailing date of approval drawings. Orders not released for manufacture within 60 days of the initial drawing date are subject to adjustment of pricing. Orders on hold pending drawing approval beyond 60th day of initial drawing date are subject to price adjustment every 60 days.

**Fuel Surcharge:**

Due to the high cost of diesel fuel, the price includes a transportation surcharge. Price includes a charge of \$0.01 per mile for every \$0.05 charge for diesel fuel over \$1.50 per gallon. The surcharge is calculated using the latest government statistics published as U.S. Retail On-Highway Diesel Price (<http://www.eia.doe>).

If you have any questions please call Keith Shumate branch manager  
WESCO DISTRIBUTION. 304-252-8633

THANK YOU VERY MUCH FOR THE CHANCE TO BID  
THIS MATERIAL.

THANK YOU  
MARK

**1. WESCO'S Terms and Conditions Control the Agreement.**

A. These terms and conditions are incorporated into and made a part of the agreement or proposal ("Agreement") by WESCO Distribution, Inc. and any of its domestic subsidiaries, unincorporated divisions or affiliates ("WESCO") to sell to the named Buyer the goods referenced on the face of this document ("Goods") and services (including, without limitation, any material management, assembly and kitting services, and engineering and design services (whether performed by WESCO or a subcontractor)) referenced on the face of this document ("Services"). The Agreement expressly limits Buyer's acceptance to these terms and conditions. Buyer may reject the Agreement by not ordering or receiving any Goods or Services. The Agreement does not constitute an acceptance by WESCO of any offer or counteroffer of Buyer, and WESCO hereby rejects any additional, different, or inconsistent terms, conditions or limitations contained in or incorporated by reference in any forms, purchase orders or other documents of Buyer that already have been or hereafter may be presented to WESCO with respect to the Agreement.

B. If Buyer has submitted or will submit additional and/or different terms and conditions to WESCO, or submit a counteroffer to WESCO, WESCO's subsequent performance will not be construed as either acceptance of Buyer's additional and/or different terms and conditions or Buyer's counteroffer, nor will WESCO's subsequent performance be viewed as a willingness to accept any provision of the Uniform Commercial Code, as adopted by any State or Commonwealth, that is contrary or in addition to any of the terms and conditions hereof.

**2. Prices.**

A. Unless otherwise agreed to by WESCO in writing, WESCO's prices for the Goods and Services will be the prices stated on the face of this document or WESCO's standard prices for such Goods and Services as of the date hereof, provided that, where standard prices for Goods in the quantities ordered as calculated by WESCO extend beyond two decimal places, WESCO shall round such prices for Goods to the nearest two decimal places for purposes of determining Buyer's payment obligation with respect to such Goods; provided, however, that WESCO may change the price for the Goods and Services in accordance with any change to its standard pricing for such Goods and Services prior to the date of shipment of Goods or performance of Services, as the case may be.

B. The prices of any and all Goods and Services shall be confidential, and Buyer shall not disclose such prices to any unrelated third party. WESCO and Buyer acknowledge and agree that money damages for any and all breaches of Buyer's obligation not to disclose the price of any Goods or Services is both incalculable and insufficient and that any such breach would irreparably harm WESCO. Therefore, in the event of an actual or prospective breach of the obligation of Buyer not to disclose the prices of any Goods and Services, WESCO shall be entitled to a permanent and/or a preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Agreement against Buyer in addition to any other remedies to which WESCO may be entitled at law or in equity.

**3. Specifications.** Unless WESCO has expressly agreed otherwise in writing, it is Buyer's responsibility to ensure that the Goods and Services are the ones that it has requested and that all specifications and quantities are correct. **WESCO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES THAT GOODS AND SERVICES CONFORM TO ANY SPECIFICATIONS, DRAWINGS, DESIGNS, OR SAMPLES.**

**4. Shipment of Goods; Performance of Services.**

A. Shipment of all Goods shall be made F.O.B. point of shipment (Ex Works WESCO's facility per INCOTERMS 2000 for international shipments). Buyer shall bear the risk of loss and damage to Goods after delivery to the point of shipment.

B. Any shipping dates for Goods or performance dates for Services given in advance of actual shipment of Goods or performance of Services are WESCO's best estimates for informational purposes only, and deliveries of Goods and performance of Services will be made subject to prior orders on file with WESCO. Unless otherwise agreed to by WESCO in writing, WESCO may, in its sole discretion, use any commercial carriers for shipment of the Goods. WESCO will use its reasonable efforts to comply with Buyer's requests as to method and route of transportation, but WESCO reserves the right to use an alternate method or route of transportation, whether or not at a higher rate.

C. Unless otherwise agreed to by WESCO in writing, Buyer will pay all insurance costs in connection with delivery of the Goods, if any, and be responsible for filing and pursuing claims with carriers for loss of, or damage to, Goods in transit.

D. Buyer is responsible for obtaining at its sole cost and expense any and all necessary licenses and permits for the Goods and Services, including, without limitation, any licenses and permits for transportation.

E. If Buyer is unable to receive the Goods when they are tendered, Buyer will be liable to WESCO for any losses, damages, or additional expenses incurred or suffered by WESCO as a result of Buyer's inability to receive the Goods.

F. Buyer immediately will inspect all Goods upon its receipt of them and will be deemed to accept the Goods upon receipt. Any claims for shortages or discrepancies will be waived by Buyer unless made in writing to WESCO within five days of receipt of the Goods.

G. WESCO may cancel in whole or in part any order for Goods or Services under the Agreement at any time.

H. Until Buyer has fully and finally paid all amounts owed to WESCO for any Goods, Buyer shall hold such Goods in trust for WESCO, and WESCO may repossess them if Buyer fails to pay for them in a timely fashion.

**5. Payment.**

A. All payments for Goods and Services must be made in United States currency unless specified in writing by WESCO. Payments for Goods and Services will be made by such means as WESCO may specify, such as by check or wire transfer, provided that WESCO may refuse, in its sole discretion, payment by any means, including, without limitation, credit cards.

B. Payment for Goods and Services is due within 30 days from the date of WESCO's invoice; provided, however, that WESCO reserves the right, in its sole discretion, to require full payment in cash before order entry, shipment, or delivery.

C. WESCO shall have the right to offset any and all amounts due and owing from WESCO to Buyer under this Agreement, including, without limitation, any chargebacks or rebates, against any amounts due and owing from Buyer to WESCO under this Agreement.

D. If Buyer defaults in payment, Buyer will be liable for all collection costs incurred by WESCO including, but not limited to, attorneys' and collection agency fees, and all related disbursements.

E. If Buyer does not pay when payment is due, past due amounts are subject to service charges of one and a half percent (1 1/2%) per month or the maximum percentage rate permitted by law, whichever is less.

6. **Taxes.** The purchase price of the Goods and Services does not include transportation taxes and sales, use, excise, import or any similar tax or other governmental charge arising pursuant to or in connection with the sale, purchase, processing, delivery, storage, use, consumption, performance or transportation of the Goods and Services. Buyer is responsible for payment of any transportation taxes, and any present or future sales, use, excise, import or any similar tax or other governmental charge applicable to the Agreement and to the sale and/or furnishing of the Goods and Services.

7. **Cancellation.** Buyer may cancel its order for Goods and/or Services, but only if WESCO agrees to such cancellation in writing and only after Buyer pays reasonable charges for expenses already incurred and commitments made by WESCO in connection with the placement of such order(s).

8. **Disclaimer of Warranties.** WESCO HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN OR ORAL, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY CONTRACT, AT LAW, IN EQUITY, BY STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY; ANY WARRANTY AGAINST DEFECTS IN DESIGN, MATERIALS AND WORKMANSHIP, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY AGAINST REDHIBITORY DEFECTS, ANY WARRANTY OF GOOD TITLE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY PATENTS, TRADEMARKS, OR COPYRIGHTS. WESCO shall, however, if given prompt written notice by Buyer of any claim of alleged patent, trademark or copyright infringement with respect to any Goods use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may offer with respect to such Goods.

9. **Exclusive Remedy.** Buyer's EXCLUSIVE remedy against WESCO for any claim for, or arising out of, any Good tendered to Buyer is the repair or replacement of the Good, or alternatively, at WESCO's sole election, a refund of the purchase price of the Good. Buyer's EXCLUSIVE remedy against WESCO arising out of any defect in, or in connection with, any Service provided hereunder is the performance of that Service or, at WESCO's sole election, a refund of the purchase price of the Service. These remedies only will only be available to Buyer for one year after the Good is tendered or Service is provided to Buyer, and WESCO's obligations under this Section 9 will be void unless Buyer provides WESCO with notice of the defect in the Good or Service within 30 days of discovery of the defect. Any Good returned to WESCO for repair, replacement or refund under this Section 9 will be returned by Buyer in accordance with WESCO's return material authorization procedures then in effect.

10. **Limitation of Liability.** NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IN NO EVENT WILL: (A) WESCO BE LIABLE TO BUYER FOR ANY CIRCUMSTANTIAL, CONSEQUENTIAL, CONTINGENT, EXEMPLARY, INCIDENTAL, INDIRECT, LIQUIDATED, MATERIAL, PUNITIVE, SPECIAL, SPECULATIVE OR OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SALES OR REVENUES, COST OF REPLACEMENT GOODS, LOST BUSINESS OR BUSINESS INTERRUPTIONS, OR ATTORNEYS FEES OR COURT COSTS ARISING IN ANY MANNER PURSUANT TO OR IN CONNECTION WITH THE AGREEMENT, THE GOODS OR THE SERVICES (EVEN IF WESCO IS MADE AWARE OF THE POTENTIAL FOR SUCH DAMAGES); AND (B) WESCO'S TOTAL LIABILITY RELATED TO ANY GOOD OR SERVICE EXCEED THE PURCHASE PRICE OF SUCH GOOD OR SERVICE.

11. **Indemnification.**

A. Upon prompt notice by Buyer of any claim of U.S. patent, copyright, or trademark infringement with respect to any Goods or Services, WESCO will use its reasonable efforts to secure for Buyer such indemnity rights as the manufacturer may customarily give with respect to such Goods. This Section 11 sets forth Buyer's sole and exclusive remedy against WESCO regarding the infringement by any Goods or Services of any third party intellectual property rights, including, without limitation, any patents or trademarks.

B. Buyer will indemnify, defend and hold harmless WESCO, its shareholders, officers, directors, employees, agents and representatives from and against all losses, damages, liabilities, costs, and expenses including, but not limited to, property damage, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased or replacement power or temporary equipment, personal or bodily injury, or death arising in connection with the performance of Services on Buyer's premises by WESCO's employees, representatives, agents, or subcontractors), regardless of whether such Losses are suffered directly by Buyer or arise pursuant to or in connection with a third-party suit, claim, counterclaim, demand, judgment or other action (each a "Claim") and regardless of whether or not WESCO or any third-party is proportionately negligent with respect to such Losses and/or Claim, provided that Buyer need not indemnify WESCO for WESCO's obligation, if any, to Buyer under Section 9 above. For the avoidance of doubt and without limitation, this indemnification obligation requires Buyer to pay any judgments against WESCO or any other indemnified party resulting from any Claim, any court costs of WESCO or any other indemnified party in connection with any Claim, and any reasonable attorneys' fees and disbursements incurred by WESCO or any other indemnified party in WESCO's defense of any Claim. WESCO will have the sole and exclusive right to conduct the defense of any Claim at Buyer's sole and exclusive cost and expense. Buyer's indemnification obligation does not depend on the truth or accuracy of any allegations made against WESCO, Buyer or any third party.

12. **Product Suitability.** Goods sold by WESCO are designed to meet stated U.S. safety standards and regulations. Because local safety standards and regulations may vary significantly, WESCO cannot guarantee that the Goods meet all applicable requirements in each locality. Buyer assumes responsibility for compliance with such safety standards and regulations in the localities in which the Goods will be shipped, sold and used. Before purchase and use of any Goods, Buyer should review the product application, and national and local codes and regulations, and verify that the use and installation of the Goods will comply with them.

**13. Ownership.** WESCO shall have and retain all right, title, and interest in and to any and all trade secrets, technical data, sales service and product plans, methodologies, techniques, designs, molds, tools, samples, systems, know-how, expertise and other proprietary information that it may use pursuant to or in connection with any Services, and Buyer shall not obtain a license to, or any other property rights in, any such WESCO property pursuant to or in connection with this Agreement.

**14. Export Controls; Availability; Laws.**

A. Certain Goods may be subject to export controls under the laws, regulations and/or directives of the United States and various other countries. Buyer must comply with such laws and regulations and not export, re-export or transfer these Goods to any country to which such export, re-export, or transfer is forbidden or without first obtaining all required authorizations or licenses.

B. Due to government regulations and product availability, not all goods sold by WESCO may be available in every area.

C. Buyer hereby warrants and represents that it will comply with any and all Laws with respect to the purchase, use, and operation of any and all Goods and Services. For purposes hereof, "Laws" means any international, multinational, national, foreign, federal, state, municipal, local (or other political subdivision) or administrative laws, constitutions, statutes, codes, ordinances, rules, regulations, requirements, standards, policies or guidances having the force of law, treaties, judgments or orders of any kind or nature whatsoever, including, without limitation, any judgment or principle of common law.

**15. Interpretation of the Agreement.** None of WESCO's or Buyer's shareholders, directors, officers, partners, managers, employees, agents or representatives have any authority to orally modify or alter in any way the terms and conditions of the Agreement. The terms, conditions, and limitations set forth in the Agreement can be modified, altered, or added to only by a subsequent written instrument signed by an authorized representative of WESCO or by language included on the face hereof. Regardless of how many times Buyer purchases, or has purchased, goods and services from WESCO by whatever means, each time Buyer accepts the Agreement, Buyer and WESCO enter into a separate agreement that will be interpreted without reference to any other agreement between Buyer and WESCO, or what Buyer may claim to be a course of dealing or course of performance that has arisen between Buyer and WESCO. No inconsistent usage of trade or industry custom, if any, prior to, contemporaneous with or subsequent to the making of the Agreement will waive, vary, serve to explain or serve to interpret any of the terms, conditions and limitations of the Agreement. The Agreement is the sole and exclusive agreement with respect to the matters discussed herein and the provision of Goods and Services hereunder, (except for any contemporaneous writing agreed to in writing by WESCO expressly modifying the terms and conditions hereof, which is hereby incorporated herein by reference and made a part hereof) and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements, representations or conditions, whether oral or written, whether express or implied, with respect to such matters. Failure by WESCO to enforce any of the terms, conditions and limitations of the Agreement will not constitute a waiver of those terms, conditions and limitations or a waiver of any other terms, conditions or limitations of the Agreement, and the failure of WESCO to exercise any right (whether provided by the Agreement, law, equity, or otherwise) arising from Buyer's default under the Agreement will not constitute a waiver of that right or any other rights.

**16. Force Majeure.** WESCO will not be liable for its failure to perform under the Agreement (including, without limitation, the failure to deliver any Goods or perform any Services) due to circumstances beyond its control, including, without limitation, fire, flood, earthquake, pestilence or similar catastrophe; war, act of terrorism, or strike; lack or failure of transportation facilities, shortage of suitable parts, materials or labor, any existing or future law, rule, regulation, decree, treaty, proclamation, or order of any governmental agency; inability to secure fuel, materials, supplies, equipment or power at reasonable prices or in sufficient amounts; act of God or the public enemy; or any other event or cause beyond WESCO's reasonable control, including, without limitation, any delay caused by Buyer (each, a "Force Majeure Event"). If any Force Majeure Event prevents WESCO's performance of any of its obligations under the Agreement, WESCO will have the right to (a) change, terminate or cancel the Agreement, or (b) omit during the period of the Force Majeure Event all or any portion of the quantity of the Goods deliverable during that period, whereupon the total quantity deliverable under the Agreement will be reduced by the quantity omitted. If WESCO is unable to supply the total demands for any Goods to be delivered under the Agreement due to a Force Majeure Event, WESCO will have the right to allocate its available supply among its customers in whatever manner WESCO deems to be fair and equitable. In no event will WESCO be obligated to purchase materials from other than its regular sources of supply in order to enable it to supply Goods to Buyer under the Agreement. No change, cancellation or proration by WESCO will be deemed to be a breach of any clause, provision, term, condition, or covenant of the Agreement.

**17. Choice of Law; Choice of Venue.** The negotiation, execution, performance, termination, interpretation and construction of the Agreement will be governed by the law of the Commonwealth of Pennsylvania, except for Pennsylvania's choice of law rules, and expressly excluding the United Nations Convention on Contracts for the International Sale of Goods. If either WESCO or Buyer brings a lawsuit or any other action arising out of the Agreement against the other party, such party must file its lawsuit or other action in a state or federal court located in Pittsburgh, Pennsylvania. WESCO and Buyer expressly submit to the exclusive jurisdiction of those courts and consent to venue in those courts, and WESCO and Buyer consent to extra-territorial service of process on WESCO and Buyer. In the event of litigation pertaining to any matter covered by the Agreement, each of WESCO and Buyer hereby agree to waive any right that it may have to a jury trial of any or all issues that may be raised in such litigation. Nothing contained in the Agreement will be construed to limit or waive any rights of WESCO under applicable United States federal, state, or local laws. Any provision of the Agreement held to be invalid, illegal or unenforceable will be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof.

**18. Binding Authority.** Any director, officer, employee, representative, or agent of Buyer signing or otherwise entering into this Agreement hereby represents and warrants that he or she is duly authorized to execute and enter into this Agreement on behalf of Buyer.

\_\_\_\_\_  
Initials                      Date