



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

Header 4

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 558157

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0211

Vendor ID: 000000103427

SO Doc ID: GSD1900000019

Legal Name: GRAY BAR ELECTRIC CO INC

Published Date: 3/29/19

Alias/DBA:

Close Date: 4/4/19

Total Bid: \$55,059.87

Close Time: 13:30

Response Date: 04/04/2019

Status: Closed

Response Time: 11:46

Solicitation Description: Addendum 1 - Energy Savings -  
Lights Project

Apply Default Values to Commodity Lines

View Procurement Folder



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

State of West Virginia  
Solicitation Response

Proc Folder : 558157

Solicitation Description : Addendum 1 - Energy Savings - Lights Project

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2019-04-04 13:30:00	SR 0211 ESR04041900000004569	1

**VENDOR**

000000103427

GRAYBAR ELECTRIC CO INC

Solicitation Number: CRFQ 0211 GSD1900000019

Total Bid : \$55,059.87

Response Date: 2019-04-04

Response Time: 11:46:36

Comments:

**FOR INFORMATION CONTACT THE BUYER**

Linda B Harper  
(304) 558-0468  
linda.b.harper@wv.gov

Signature on File

FEIN #

DATE

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	Light emitting diode LED fixture	37.00000	EA	\$169.470000	\$6,270.39

Comm Code	Manufacturer	Specification	Model #
39111544			

Extended Description :	3.1.1 Barron Lighting Group, Trace Lite RCL Series, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Light emitting diode LED fixture	41.00000	EA	\$247.680000	\$10,154.88

Comm Code	Manufacturer	Specification	Model #
39111544			

Extended Description :	3.1.2 Metalux Cruz Series, AMSEM 24CZ-LD5-40SE-S-UNV-EL7W-L835-CD1-SVPD1-RV-U, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Light emitting diode LED fixture	30.00000	EA	\$232.740000	\$6,982.20

Comm Code	Manufacturer	Specification	Model #
39111544			

Extended Description :	3.1.3 Metalux Cruz Series AMSGEN 24CZ-LD5-40SE-S-UNV-ETRD-L835-CD1-SVPD1-DV-U, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Interior lighting fixtures and accessories	8.00000	EA	\$76.000000	\$608.00

Comm Code	Manufacturer	Specification	Model #
39111500			

Extended Description :	3.1.4 Greengate OXC-P extreme temperature sensors, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Light emitting diode LED fixture	155.00000	EA	\$122.950000	\$19,057.25

Comm Code	Manufacturer	Specification	Model #
39111544			

Extended Description :	3.1.5 Metalux Cruz series Type AMS 24CZ-LD5-40SE-S-UNV-L835-CDI-SVPD1-DV-U, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Light emitting diode LED fixture	45.00000	EA	\$64.950000	\$2,922.75

Comm Code	Manufacturer	Specification	Model #
39111544			

Extended Description :	3.1.6 Metalux Cruz Series 22CZ-LD5-39E-S_UNV-L835-CD1-U, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Interior lighting fixtures and accessories	100.00000	EA	\$49.160000	\$4,916.00

Comm Code	Manufacturer	Specification	Model #
39111500			

Extended Description :	3.1.7 COOPER/EATON controller OSW-P-010, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	Interior lighting fixtures and accessories	200.00000	EA	\$0.950000	\$190.00

Comm Code	Manufacturer	Specification	Model #
39111500			

Extended Description :	3.1.8 Seismic Lighting Fixture Clamp, COOPER EATON EQ-CLIP-U, or equal.
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Interior lighting fixtures and accessories	40.00000	EA	\$98.960000	\$3,958.40

Comm Code	Manufacturer	Specification	Model #
39111500			

Extended Description :	3.1.9 Hubbell ATP 1500C motion detector w/Acuity Sensor switch Low 35 Power relay included, or equal.
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**Comments:**   Quoting Hubbell ATP1500CRP with Hubbell CU300A control unit

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

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

1. Application is made for 2.5% resident vendor preference for the reason checked:

☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

☒ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; 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,

☐ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

☒ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

☐ 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 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 Bidder's 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; or,

4. Application is made for 5% resident vendor preference for the reason checked:

☒ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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.

Bidder: Graybar Electric

Signed: George M. [Signature]

Date: 4/4/19

Title: Quotations Coordinator

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Kevin Hypes Sales  
(Name, Title)  
Kevin Hypes Sales  
(Printed Name and Title)  
1010 YOUNG STREET, CHARLESTON, WV 25301  
(Address)  
304-206-3000 / 304-344-0324  
(Phone Number) / (Fax Number)  
Kevin.Hypes@Graybar.com  
(email address)

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

Graybar Electric Co  
(Company)  
George McPhail QUOTATIONS COORDINATOR  
(Authorized Signature) (Representative Name, Title)  
George McPhail QUOTATIONS COORDINATOR  
(Printed Name and Title of Authorized Representative)  
4/4/19  
(Date)  
304-206-3426 / 304-344-0324  
(Phone Number) (Fax Number)



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

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

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

Addendum Numbers Received:

*(Check the box next to each addendum received)*

- ☒ Addendum No. 1
- ☐ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

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

Graybar Electric  
Company

George M. [Signature]  
Authorized Signature

4/4/19  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

**CONSTRUCTION CONTRACTS:** Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

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

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

**DEFINITIONS:**

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

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

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

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: Graybar Electric

Authorized Signature: George M. [Signature] Date: 4/4/19

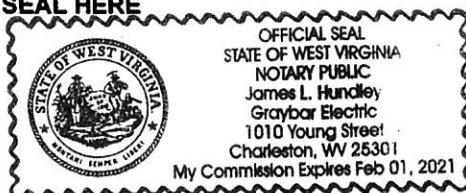
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 4<sup>th</sup> day of April, 2019.

My Commission expires Feb 1<sup>st</sup>, 2021.

**AFFIX SEAL HERE**



**NOTARY PUBLIC**

James L. Hundley

Purchasing Affidavit (Revised 01/19/2018)



1010 YOUNG ST  
CHARLESTON WV 25301-1039  
Phone: 304-344-2371  
Fax: 304-344-0324

To: WV General Services Division (GSD)  
1900 KANAWHA BLVD EAST  
CHARLESTON WV 25305  
Attn: LINDA B HARPER  
Phone: 304-558-3502  
Fax:  
Email:

Date: 04/04/2019  
**Proj Name: CRFQ GSD1900000019**  
**GB Quote #: 0232442787**  
Release Nbr:  
Purchase Order Nbr: CRFQ GSD1900000019  
Additional Ref#  
Valid From: 04/04/2019  
Valid To: 05/04/2019  
Contact: GEORGE MCPHAIL  
Email: george.mcphail@graybar.com

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		37 EA	BARRON LIGHTING GRP	RCL60-4K-WH-SC		\$169.47	1	\$6,270.39
200		41 EA	COOPER LTG GROUP	PDR89809-24CZ-LD5-40SE-S-UNV-EL7W-L835-	CD1-SVPD1-DV-PALC-U	\$247.68	1	\$10,154.88
300		30 EA	COOPER LTG GROUP	PDR89811-24CZ-LD5-40SE-S-UNV-ETRD-L835-	CD1-SVPD1-DV-PALC-U	\$232.74	1	\$6,982.20
400		8 EA	COOPER LTG GROUP	OXC-P-2MH0-R	EXTREME TEMP HIGH BAY (REQ SWPKDC/10-30V	\$76.00	1	\$608.00
GB Part #: 25885944    UPC #: 08008371824								
500		155 EA	COOPER LTG GROUP	PDR89812-24CZ-LD5-40SE-S-UNV-L835-CD1-	SVPD1-DV-PALC-U	\$122.95	1	\$19,057.25
600		45 EA	COOPER LTG GROUP	22CZ-LD5-39SE-UNV-L835-CD1-U		\$64.95	1	\$2,922.75

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.  
Unless noted the estimated ship date will be determined at the time of order placement.

To: WV General Services Division (GSD)  
1900 KANAWHA BLVD EAST  
CHARLESTON WV 25305  
Attn: LINDA B HARPER

Date: 04/04/2019  
**Proj Name: CRFQ GSD1900000019**  
**GB Quote #: 0232442787**

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

700	<b>100 EA</b>	<b>COOPER LTG GROUP</b>	<b>OSW-P-010-W</b>	0-10V OCC SENSOR DIMMER MVOLT WHITE	<b>\$49.16</b>	<b>1</b>	<b>\$4,916.00</b>
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GB Part #: 25932813    UPC #: 00083758661

800	<b>200 EA</b>	<b>COOPER LTG GROUP</b>	<b>EQ-CLIP-U</b>	EARTHQUAKE CLIP	<b>\$0.95</b>	<b>1</b>	<b>\$190.00</b>
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GB Part #: 94071551    UPC #: 66240010719

900	<b>40 EA</b>	<b>HUBBELL</b>	<b>ATP1500CRP/CU 300A</b>		<b>\$98.96</b>	<b>1</b>	<b>\$3,958.40</b>
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**Total in USD (Tax not included):        \$55,059.87**

**F O B:        FOB: DESTINATION  
FREIGHT: ALLOWED**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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To: WV General Services Division (GSD)  
1900 KANAWHA BLVD EAST  
CHARLESTON WV 25305  
Attn: LINDA B HARPER

Date: 04/04/2019  
Proj Name: CRFQ GSD1900000019  
GB Quote #: 0232442787

## Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

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### GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS - Unless otherwise quoted, prices shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill.

3. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling.

4. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

7. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.

8. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.

9. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.

10. REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.

11. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.

12. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.

16. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

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Signed: \_\_\_\_\_

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at [www.graybar.com](http://www.graybar.com)

24-Hour Emergency Phone#: 1-800-GRAYBAR

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Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.

Unless noted the estimated ship date will be determined at the time of order placement.

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Features

- Automatic ON operation
- Automatic Voltage Detection eliminates the need for specialized wiring
- Zero Arc Point Switching Minimizes relay contact
- Easily mounts inside or outside a junction box or inside a fluorescent fixture ballast cavity.
- Plenum rated

Ordering Information

Description	Device Color	UPC Number	Catalog Number
Automatic-on operation, 120/277V AC, 50/60Hz	Black	783585181004	CU300A

Listings

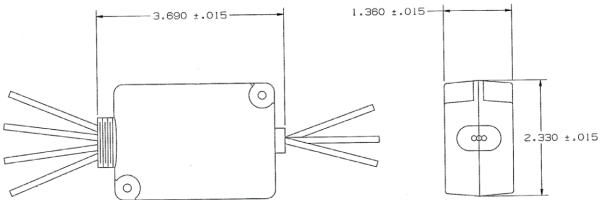
cULus listed to UL 916  
UL2043 plenum rated per NEC® 2014 300.22(C)(3)  
ASHRAE 90.1 compliant

Specifications

Housing	Flame retardant UL 94-5VA thermoplastic
Dimensions	3.69"L x 2.33"W x 1.36"H

Performance

<b>Electrical</b>	
AT Sensor/AAR Capacity	1 to 4 combined
Load Capacity	Incandescent - 0 to 1800 watts, 120V Ballast- 0 to 2400 watts, 277V Ballast- 0 to 5540 watts
Power Output	24V DC, 150mA
Power Supply	120-277V AC, 50/60Hz
<b>Environmental</b>	
Operating Temperature	32°F to 104°F (0°C to 40°C); 0% to 90% non condensing relative humidity
Storage Temperature	-20°F to 150°F (-29°C to 65°C); 0% to 90% non condensing relative humidity



Complementary Products

Add-A-Relay	AAR
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Online Resources

Customer Use Drawing
eCatalog
Installation Instructions