

# Purchase Order



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

**PURCHASE ORDER NO.**  
 LIGHT03

**PAGE**  
 1

**BLANKET RELEASE**  
 00

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

**CHANGE ORDER**

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

**I N V O I C E T O**  
 ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

**AGENCY COPY**

**V E N D O R**  
 \*12415140601 304-529-7111  
 WESCO DISTRIBUTION INC  
 7 STONECREST DRIVE  
 HUNTINGTON WV 25701

**S H I P T O**

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

| DATE PRINTED |   | TERMS OF SALE |                           | FEIN/SSN      |            | FUND           |  |
|--------------|---|---------------|---------------------------|---------------|------------|----------------|--|
| 11/13/2003   |   | NET 30        |                           | 251723345     |            |                |  |
| SHIP VIA     |   | F.O.B.        |                           | FREIGHT TERMS |            | ACCOUNT NUMBER |  |
| BEST WAY     |   | DESTINATION   |                           | PREPAID       |            | MUL-MUL        |  |
| LINE         | QUANTITY  | UOP           | VENDOR ITEM NO.           |               | UNIT PRICE | AMOUNT         |  |
|              | DELIVERY DATE   | CAT. NO.      | ITEM NUMBER               |               |            |                |  |
| 0001         |   |               | BLANKET OPEN-END CONTRACT |               |            |                |  |
|              | CONTACT INFORMATION:  |               |                           |               |            |                |  |
|              | WESCO DISTRIBUTION INC.   |               |                           |               |            |                |  |
|              | SUZIE SPENCER<br>KEVIN VAS VARY   |               |                           |               |            |                |  |
|              | TELEPHONE NO.: 304-529-7111   |               |                           |               |            |                |  |
|              | FAX NO.: 304-529-6146   |               |                           |               |            |                |  |
|              |   | JB            |                           |               | 0.00000    |                |  |
|              | 07/01/2003  |               | 285-54-97-000             |               |            |                |  |
|              | LIGHT, LAMPS, BULBS, BALLASTS AND RELATED SUPPLIES  |               |                           |               |            |                |  |
|              | TO PROVIDE INCANDESCENT, FLUORESCENT, METAL HALIDE,<br>HIGH PRESSURE SODIUM, GENERAL SERVICE LAMPS AND<br>FLUORESCENT STARTERS; SPECIAL LAMPS AND FIXTURES;<br>LAMPS FOR AUDIO-VISUAL; AND LAMP BALLASTS, PER THE |               |                           |               |            |                |  |
|              | YEAR  |               |                           |               |            |                |  |

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

NOV 25 2003

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

OPEN END

TOTAL

BETTY FRANCISCO 304-558-0468

BY *Laura Deed* 11/13/03  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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.



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|                                   |                                |                                 |                                  |
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| DATE PRINTED<br><b>11/13/2003</b> | TERMS OF SALE<br><b>NET 30</b> | FEIN/SSN<br><b>251723345</b>    | FUND                             |
| SHIP VIA<br><b>BEST WAY</b>       | F.O.B.<br><b>DESTINATION</b>   | FREIGHT TERMS<br><b>PREPAID</b> | ACCOUNT NUMBER<br><b>MUL-MUL</b> |

| LINE   | QUANTITY      | UOP      | VENDOR ITEM NO. | UNIT PRICE | AMOUNT |
|--|---------------|----------|-----------------|------------|--------|
|  | DELIVERY DATE | CAT. NO. | ITEM NUMBER     |            |        |
| ATTACHED EXHIBIT A, SPECIFICATIONS, DATED JUNE 2, 2003, FOUR PAGES, AND VENDOR'S BID DATED AUGUST 13, 2003.  |               |          |                 |            |        |
| ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS MAY PURCHASE ANY ITEM LISTED IN ALL CATEGORIES, EXCEPT FOR EXCLUSIONS DETAILED BELOW.  |               |          |                 |            |        |
|  |               |          | N272484         | 272487     |        |
|  |               |          | N272682         | 272685     |        |
|  |               |          | N377176         | 377175     |        |
|  |               |          | N376889         | 376888     |        |
|  |               |          | N371047         | 220037     |        |
|  |               |          | N300434         | 111793     |        |
|  |               |          | N246710         | 246716     |        |
|  |               |          | XN340778        | 340773     |        |
| EXCEPT FOR THE LIST ABOVE, ALL ITEMS IN THE CATALOGS AS BID BY WESCO ARE COVERED BY THIS OPEN-END BLANKET PURCHASE ORDER. THIS CONTRACT IS BASED ON A DISCOUNT FROM LIST; SEE THE ATTACHED LIST THAT DETAILS DISCOUNT FOR EACH CATEGORY. |               |          |                 |            |        |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

TOTAL  
**BETTY FRANCISCO      304-558-0468**

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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| LINE  | QUANTITY      | UOP           | VENDOR ITEM NO. |               | UNIT PRICE | AMOUNT         |  |
|   | DELIVERY DATE | CAT. NO.      | ITEM NUMBER     |               |            |                |  |
| <p>ALL ORDERS FROM THIS CONTRACT IN EXCESS OF \$100.00 SHALL BE SHIPPED F.O.B. DESTINATION WITH ALL FREIGHT CHARGES PAID. ORDERS LESS THAN \$100.00 SHALL BE SHIPPED PREPAID AND THE FREIGHT COSTS ADDED TO THE INVOICES AS A SEPARATE ITEM.</p> <p>STATE AGENCIES MAY PURCHASE ANY ORDER UNDER \$25.00 FROM ANY LOCAL SOURCE - DO NOT STRING ORDERS TO</p> <p>NO DELIVERY SHALL EXCEED TWENTY (20) DAYS AFTER RECEIPT OF ORDER.</p> <p>VENDOR SHALL BE PROVIDED WITH A MAILING LIST. THE VENDOR WILL BE RESPONSIBLE FOR PROVIDING THOSE INDIVIDUALS WITH CATALOG(S) WITHIN 15 DAYS OF RECEIVING THE MAILING LIST. VENDOR IS RESPONSIBLE FOR ALL MAILING COSTS.</p> <p>MANUFACTURING PRICE CHANGES WILL BE ADDRESSED ONLY AT RENEWAL. PERCENTAGE DISCOUNTS MUST REMAIN FIRM.</p> <p>VENDOR SHALL PROVIDE AN EIGHT-MONTH SUMMARY REPORT OF PROCUREMENT VOLUMES BY ITEM. THIS IS A SINGLE</p> |               |               |                 |               |            |                |  |
| <p>IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/></p>  |               |               |                 |               |            |                |  |
|   |               |               |                 |               |            | <b>TOTAL</b>   |  |

BETTY FRANCISCO

304-558-0468

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 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
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|              | REPORT WHICH IS TO BE FURNISHED PRIOR TO THE END OF THE NINTH MONTH OF THE CONTRACT. REPORT IS TO BE DELIVERED TO THE PURCHASING DIVISION, STATE CAPITAL COMPLEX, ATTENTION FILE 42, 2019 WASHINGTON STREET, EAST, P. O. BOX 50130, CHARLESTON, WEST VIRGINIA 25305.   |               |                 |               |            |                |  |
|              | EXHIBIT 3  |               |                 |               |            |                |  |
|              | LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JANUARY 1, 2004 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE. |               |                 |               |            |                |  |
|              | UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.   |               |                 |               |            |                |  |

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|  | DELIVERY DATE | CAT. NO.      | ITEM NUMBER     |               |                |
| <p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> |               |               |                 |               |                |

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| <p>QUANTITIES: ANY QUANTITIES REFERENCED ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> |               |               |                 |               |            |                |  |

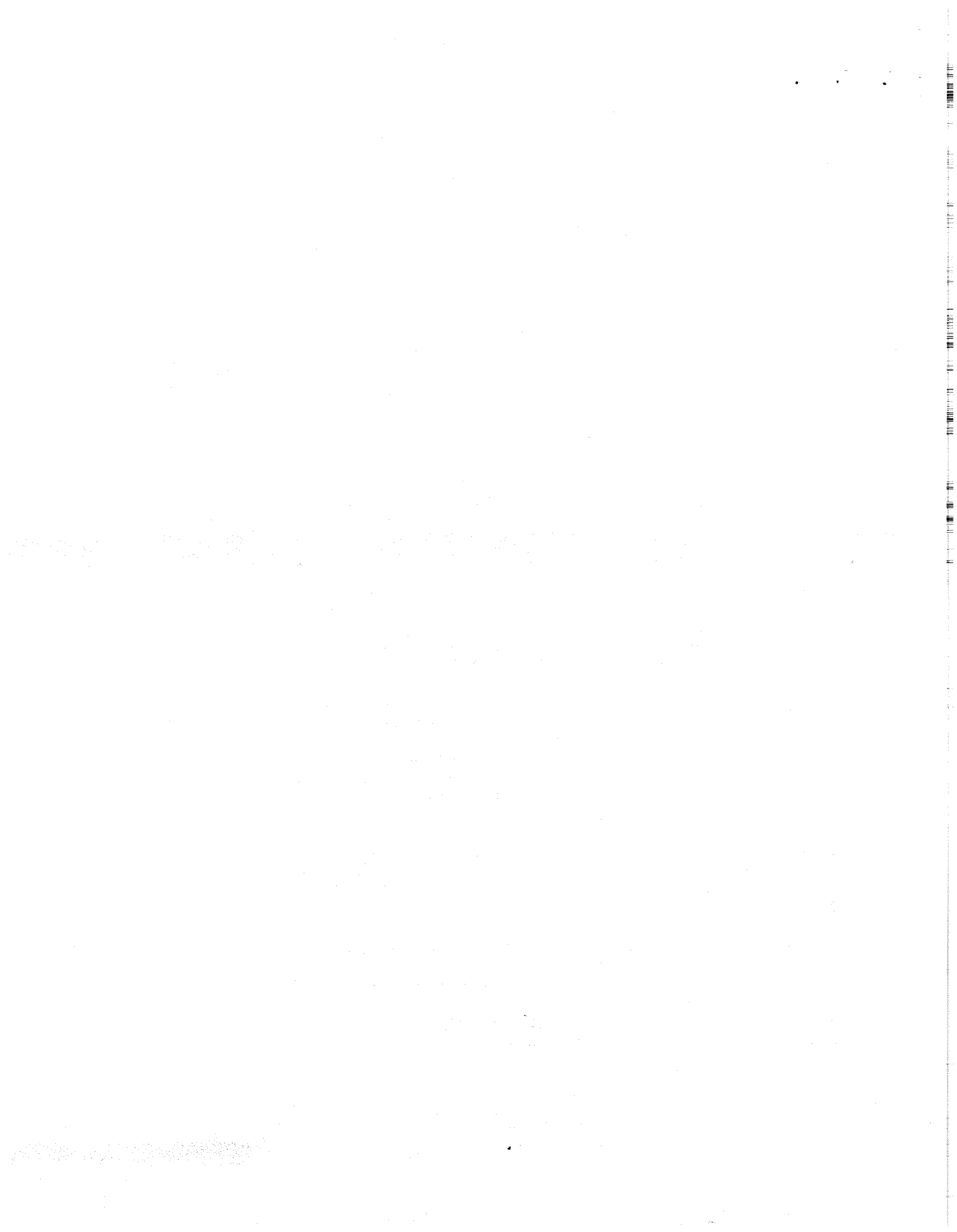
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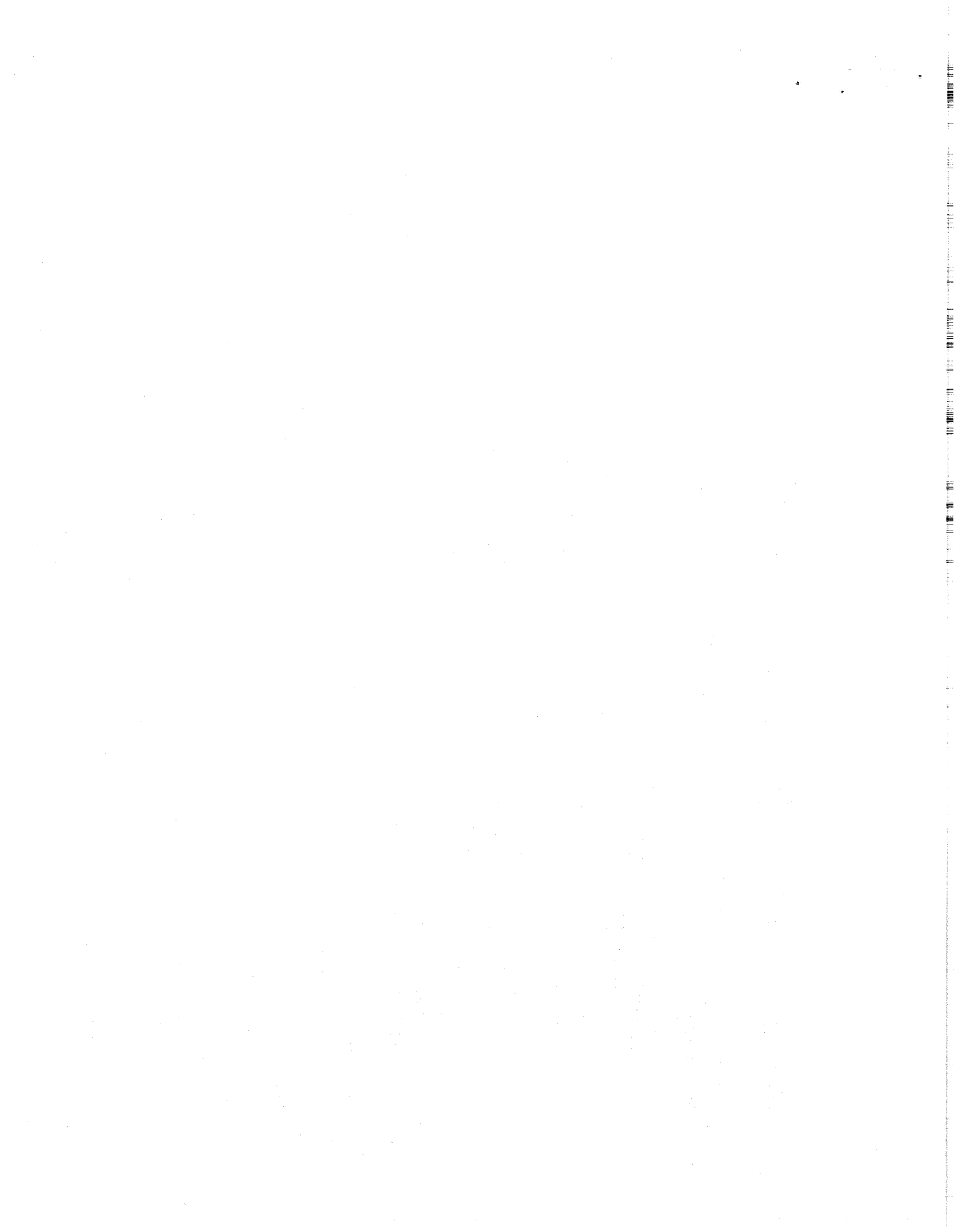
BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE



**Discount from List/Price Sheet/LIGHT03**

Bidders should complete all columns for all items bid

| Item #                            | Product                              | Manufacturer | Price List Number | Price List Date | Discount % | Multiplier% |
|-----------------------------------|--------------------------------------|--------------|-------------------|-----------------|------------|-------------|
| <b>Category I</b>                 |                                      |              |                   |                 |            |             |
| 1                                 | Lamps                                | Philips      | PS-100-U          | 4/1/03          | 84.5       | .155        |
| 2                                 | Tungsten Halogen Lamps               | Philips      | PS-100-U          | 4/1/03          | 84.5       | .155        |
| 3                                 | Fluorescent Starters                 | Bryant       | BPL-1133T         | 5/1/01          | 25         | .75         |
| <b>Category II</b>                |                                      |              |                   |                 |            |             |
| 1                                 | Lamps                                | Philips      | PS-100-U          | 4/1/03          | 84.5       | .155        |
| 2                                 | Fixtures, Miscellaneous Items        | Rab          | DRC21             | 4/1/02          | 0          | 1           |
| 3                                 | Fixtures, Tungsten halogen           | Rab          | DRC21             | 4/1/03          | 0          | 1           |
| <b>Category III</b>               |                                      |              |                   |                 |            |             |
| 1                                 | Projection Bulbs                     | EIKO         | ELP-2000D         | 6/1/00          | 0          | 1           |
| 2                                 | Stage, Theater & TV Lamps            | EIKO         | ELP-2000D         | 6/1/00          | 0          | 1           |
| <b>Category IV*</b>               |                                      |              |                   |                 |            |             |
| 1                                 | Fluorescent Lamp Ballast             | Advance      | 152CC             | 11/11/03        | 82         | .18         |
| <b>Category V*</b>                |                                      |              |                   |                 |            |             |
| 1                                 | HID Ballasts                         | ADVANCE      | 152CC             | 11/11/02        | 81         | .19         |
| <b>Category VI*</b>               |                                      |              |                   |                 |            |             |
| 1                                 | Electronic Fluorescent Lamp Ballasts | ADVANCE      | 152CC             | 11/11/02        | 82         | .18         |
| <b>*Must be same manufacturer</b> |                                      |              |                   |                 |            |             |



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| BEST WAY                           |               | DESTINATION   |                                     | PREPAID       |            | MUL-MUL        |  |
| LINE                               | QUANTITY      | UOP           | VENDOR ITEM NO.                     |               | UNIT PRICE | AMOUNT         |  |
|                                    | DELIVERY DATE | CAT. NO.      | ITEM NUMBER                         |               |            |                |  |
| RECEIPT TICKET FOR PURCHASE ORDER: |               |               |                                     |               |            | LIGHT03        |  |
| LINE                               | CATNO         | ITEM NUMBER   | DESCRIPTION                         |               | QTY        | DATE           |  |
| 0001                               | 285-54        | 97-000        | LIGHT, LAMPS, BULBS, BALLASTS AND R |               |            |                |  |
| SIGNATURE _____                    |               |               |                                     |               | DATE _____ |                |  |

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

**TOTAL**

BETTY FRANCISCO

304-558-0468

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS  
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms 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.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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.



BOB WISE  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

TOM SUSMAN  
ACTING CABINET SECRETARY

DAVID TINCHER  
DIRECTOR

# Memorandum

December 8, 2003

TO: All State Agencies

FROM: Betty L. Francisco *B-L*  
304-558-0468 (Phone)  
304-558-4115 (Fax)

SUBJECT: LIGHT03

The new statewide contract and change order number one are attached.

This contract is effective January 1, 2004 and covers incandescent, fluorescent, metal halide, high pressure sodium, general service lamps and fluorescent starters, special lamps and fixtures, lamps for audio-visual and lamp ballasts.

Please note there are specific items that are excluded from this contract. (The entire list of items did not print on the original contract which required a change order to correct the list.) When any of these excluded items are needed, regular purchasing regulations (depending on the dollar value of the order) must be followed.

Vendor contacts for this contract are:

Suzie Spencer  
Kevin Vas Vary

Telephone No.: Toll Free: 800-367-3062 or 304-529-7111  
Fax No.: 304-529-6146

If you have any questions, please contact me.

