



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

Purchase Order

PURCHASE ORDER NO.
 LIGHT07

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
 1

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

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

INVOICE TO

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

VENDOR ADDRESS

*709035452 304-525-0361
 WV ELECTRIC SUPPLY COMPANY
 PO BOX 6668

 HUNTINGTON WV 25773-6668

SHIP TO

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/29/2007		NET 30		550333898			
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				
			CHANGE ORDER #01				
			BLANKET OPEN-END STATEWIDE CONTRACT				
			TO ADD LIGHT07 SPECIFICATIONS - 3 PAGES				
*****NO ADDITIONAL CHANGES*****							
				PREVIOUS PO TOTAL==>	OPEN END		
				PO NET CHANGE (+)==>			

**PURCHASING DIVISION
 CERTIFIED ENCUMBERED**
 JAN 31 2007
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *B 171-29-07*

OPEN END
TOTAL

Anne Weisfeld
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468
 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 acceptance 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.
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.

**LIGHT07
SPECIFICATIONS
NOVEMBER 08, 2006**

PRICING

This request for quotation requires total net pricing of the entire catalog of the bidder. The price quoted will be the final price charged for that item. The lowest cost bidder, with the most complete bid, who meets all mandatory specifications, shall be awarded the contract. The net prices quoted shall be the final, total cost to the State of West Virginia. Additionally, each bidder is required to give a total catalog net price list. The items on the pricing page shall be used to determine the lowest cost. Bidders should list the item number of the item bid and the page number on which it can be found in the catalog net price list. This will be used to verify the prices shown in the entire net price catalog list are reflected in the prices quoted on the pricing pages. Bidders should enter all requested information on the pricing pages.

Prices quoted shall be firm for one year from contract date. Substantiated price increases may be requested at renewal. Purchasing may accept the price increase or reject the increase and rebid the commodity.

NOTE: All items bid on this must be certified by bidders as meeting the 1990 Toxic Characteristic Leaching Procedure, (TCLP) with reduced mercury content while providing same life, lumens and color as standard fluorescent lamps. Bidding a product that does not meet TCLP when one is available, shall be grounds for disqualification.

All lamps must be Sylvania, General Electric, Philips or equal and comply with the following:

All lamps must meet ANSI standards.

Incandescent lamps:

Test cycling shall conform to federal specifications W-L-101H. Rated life shall be determined by shutting power off once each 24 hours for at least 20 minutes until failure. A failure rate of 50% shall be defined as the rated life. Mean lumen output will be measured at 47.5% of rated life. Wattage will be measured from initial operation.

Fluorescent Lamps:

Testing cycle shall conform to federal specifications W-I-116D. Rated life shall be calculated by cycling the lamp on for three hours and off for 20 minutes until failure. A

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Specifications
October 12, 2006

failure rate of 50% shall be defined as the rated life. Mean lumen output shall be measured at 40% of rated life on a reference ballast.

Fluorescent lamp wattage shall be measured on a reference ballast, per ANSI 82.3, and thus, per ANSI 78.1, ANSI 78.2, and ANSI 78.3. Wattages, voltages, and amperage shall correspond to the values given in these publications for each lamp.

In the absence of any ANSI specified voltage for the reduced wattage lamps, use the same voltage for both standard and reduced wattage lamps. For example, both F40T12/RS standard and reduced wattage will be supplied at 236 volts as specified in C78 and C82.3 of ANSI.

High Intensity Discharge lamps (HID)

HID lamps must meet federal specifications W-L-116/ etc. including the latest supplements. Mercury lamps mounted in interior fixtures shall be self-extinguishing in the event of breakage of the outer glass.

Lamps not specifically listed in the aforementioned federal specification shall comply with the manufacturer's published technical data.

Starters, fluorescent shall meet requirements of federal specification W-5-755C and American National Standards Institute, Inc. (ANSI) standards specification C-78.180-1972.

Fluorescent lamp ballasts and HID ballasts

Specifications:

1. All fluorescent ballasts must be C.B.M. certified for full light output of 92.5% or greater. The HM power factor must be 90% or greater and be thermally protected.
2. HID ballasts must have a wattage value at 100% full light output. The ballasts must also be U.L. approved.

Reports

Successful vendor shall supply quarterly reports to the Purchasing Division. Such reports must detail the volume, value of orders, and agencies (or political subdivisions) using the contract. Failure to issue such reports may be cause for cancellation of contract.

Orders

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Specifications
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All orders from this contract in excess of \$125.00 shall be shipped F.O.B. Destination with all freight charges paid. Orders less than \$125.00 shall be shipped prepaid and the freight costs added to the invoice as a separate item, with the original freight bill attached to the invoice.

State agencies may purchase any order under \$125.00 from a local vendor **IF** the delivered price from such local vendor results in a savings. NOTE: Stringing orders is a violation of Purchasing Rules and Regulations.

Successful Vendor

Successful vendor shall provide catalog/price lists to all requesting agencies. These must be supplied within fifteen (15) days after request. They shall be supplied at no cost to the State of West Virginia.

Delivery

All items ordered shall be delivered within 15 calendar days after receipt of order.



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 VARIOUS LOCALES AS INDICATED
 BY ORDER

V E N D O R F O R

*709035452 304-525-0361
 WV ELECTRIC SUPPLY COMPANY
 PO BOX 6668
 HUNTINGTON WV 25773-6668

S H I P T O

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LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:			LIGHT07	
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

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE