

State of West Virginia **Agency Request for Quote Highways**

Proc Folder:

1420128

Doc Description: Fuses and Contactors 85243021

Reason for Modification:

Proc Type:

Agency Purchase Order

Date Issued **Solicitation Closes** Solicitation No Version 2024-05-22 2024-06-06 14:30 ARFQ 0803 DOT2400000096

BID RECEIVING LOCATION

PROCUREMENT DIVISION

DIVISION OF HIGHWAYS

BLDG 6 RM 340A

1900 KANAWHA BLVD E

CHARLESTON WV

25305

US

VENDOR

Vendor Customer Code:

Vendor Name: WEST VIRGINIA ELECTRIC SUPPLY

Address: 250 12TH STREET WEST

Street:

City: HUNTINGTON

State: W.V.

Country: USA

Zip: 25704

Principal Contact: JEFF FLOYD

Vendor Contact Phone: 304 - 399-4514

Extension:

FOR INFORMATION CONTACT THE BUYER

Dusty J Smith 304-414-6859

dusty.j.smith@wv.gov

Jeff Floyd Vendor Signature X

FEIN# 55-033898 DATE 06-04-2024

All offers subject to all terms and conditions contained in this solicitation

Date Printed: May 22, 2024

Page 1

FORM ID: WV-PRC-ARFQ-002 2020/05



ADDITIONAL INFORMATION

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION - PROCUREMENT DIVISION - ONE TIME PURCHASE CONTRACT FOR Fuses and Contactors PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO DOTPROCUREMENTTECHQUES@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS.

********NOTICE*******

WE DO NOT ACCEPT EMAIL BIDS

MUST USE ONE THE FOLLOWING TO SUBMIT A BID:

- * UPLOAD TO OASIS
- * HAND DELIVERY
- * MAIL IN HARD COPY
- * FAX TO 304-558-0047

MAKE SURE YOU DOWNLOAD ALL INFORMATION - THE COMPLETE SOLICITATION - PRICING PAGES - SIGN THE PAGES THAT NEED SIGNED

PLEASE NOTE THAT TO BE AWARDED THIS CONTRACT YOU WILL NEED TO BE REGISTERED WITH WV STATE PURCHASING DIVISION, AND COMPLIANT WITH SEVERAL AGENCIES SUCH AS THE WVSOS, TAX DEPARTMENT, WORKER'S COMPENSATION, AND UNEMPLOYMENT INSURANCE.

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS	
TRAFFIC ENGINEERING DIVISION		TRAFFIC ENG. TSC - CENTRAL SIGN SHOP	
1900 KANAWHA BLVD E, BLDG 5 RM A550		180 DRY BRANCH DR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	200 Amp 3 Pole 120Volt Coil Electrical Held Lighti Contactor	5.00000	EA		4

Comm Code	Manufacturer	Specification	Model #	
39111603				

Extended Description:

Fuses and Contactors 85243021

INVOICE TO SHIP TO
DIVISION OF HIGHWAYS
DIVISION OF HIGHWAYS

TRAFFIC ENGINEERING
DIVISION
TRAFFIC ENG. TSC CENTRAL SIGN SHOP
1900 KANAWHA BLVD E,
180 DRY BRANCH DR

BLDG 5 RM A550

CHARLESTON WV CHARLESTON WV

US US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	200 Amp 3 Pole 240Volt Coil Electrical Held Lighti Contactor	2.00000	EA		

1	Model #	Specification	Manufacturer	Comm Code
				39111603
				09111003

Extended Description:

Fuses and Contactors 85243021

INVOICE TO		SHIP TO		
DIVISION OF HIGHWAYS		DIVISION OF HIGHWAYS		
TRAFFIC ENGINEERING DIVISION		TRAFFIC ENG. TSC - CENTRAL SIGN SHOP		
1900 KANAWHA BLVD BLDG 5 RM A550	E,	180 DRY BRANCH DR		
CHARLESTON	WV	CHARLESTON	WV	
us		US		f

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	KTK 15 Fast Acting Midget Fuses	1000.00000	EA	,	

Comm Code	Manufacturer	Specification	Model #	
39111603				*

Extended Description:

Fuses and Contactors 85243021

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Line	Event	Event Date	
1	Technical Questions due by 10am	2024-05-29	

INSTRUCTIONS TO VENDORS SUBMITTING BIDS (Agency Delegated Procurements Only)

- 1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
- **2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

2A. PREBID MEETING: The item identified below shall apply to this Solicitation.
A pre-bid meeting will not be held prior to bid opening
☐ A MANDATORY PRE-BID meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf. The required attribution of attendance to a single vendor should be addressed during the pre-bid but may occur at any time deemed appropriate by the Purchasing Division.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Revised 8/24/2023

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

3. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Agency Contact. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: May 29. 2024 due by 10:00am

Submit Questions to:

DOTPROCUREMENTTECHQUES@WV.GOV

Email: DOTPROCUREMENTTECHQUES@WV.GOV

4. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Agency on or before the date and time of the bid opening. Any bid received by the Agency staff is considered to be in the possession of the Agency and will not be returned for any reason.

4A. BID SUBMISSION

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Agency.

SEALED BID: Fuses and Contactors 85243021

BUYER: Dusty Smith

SOLICITATION NO.: ARFQ DOT2400000096

BID OPENING DATE: June 6, 2024 BID OPENING TIME: 2:30PM FAX NUMBER: 304-558-0047

5. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official addendum issued by the Agency. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

- **6. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
- 7. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under West Virginia Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

- **8. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
- **9. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
- 10. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 11. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.
- 11A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, if reciprocal preference is requested by a West Virginia resident vendor, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

- 12. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 13. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Agency staff immediately upon bid opening. The Agency will consider any file that cannot be immediately access and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or removed access restrictions to allow the Agency to print or electronically save documents provided that those documents are viewable by the Agency prior to obtaining the password or removing the access restriction.
- 14. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance."
- **15. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b."
- **16. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., 5G-1-1 et seq. and the Freedom of Information Act in West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

GENERAL TERMS AND CONDITIONS: (Agency Delegated Procurements Only)

- 1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Agency and approved as to form by the Attorney General's office, if required, constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
- **2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.
- **2.1. "Agency"** or "**Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
- 2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.
- **2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
- **2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
- **2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
- **2.6. "Award Document"** means the document signed by the Agency that identifies the Vendor as the contract holder.
- **2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services.
- 2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
- 2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:
☐ Term Contract
Initial Contract Term: This Contract becomes effective onand the initial contract term extends until
Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.
Alternate Renewal Term – This contract may be renewed for successive year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.
Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.
Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed withindays.
Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within
One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Construction/Project Oversight: This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as
Other: See attached.
4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.
5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.
Open End Contract: Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. 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.
Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.
Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.
One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.
Construction: This Contract is for construction activity more fully defined in the specifications.
6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items changency by the Vendor as specified below. LICENSE(S) / CERTIFICATIONS / PERMIT under the Section of the General Terms and Condition successful Vendor shall furnish proof of the following permits upon request and in a form acceptable to the	S: In addition to anything required ons entitled Licensing, the apparent g licenses, certifications, and/or	
after contract award at the State's sole discretion.		
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The apparent successful Vendor shall also furnish procertifications contained in the specifications regardle listed above.	•	,
8. INSURANCE: The apparent successful Vendor shidentified by a checkmark below on each policy prior coverages identified below must be maintained through	to Contract award. The insurance	

mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Thirty (30) days prior to the expiration of the insurance policies Vendor shall provide

the Agency with proof that the insurance

Vendor must maintain:
Commercial General Liability Insurance in at least an amount of: per occurrence.
Automobile Liability Insurance in at least an amount of: per occurrence.
Professional/Malpractice/Errors and Omission Insurance in at least an amount of:
Commercial Crime and Third Party Fidelity Insurance in an amount of: per occurrence.
Cyber Liability Insurance in an amount of: per occurrence.
☐ Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.
Pollution Insurance in an amount of: per occurrence.
Aircraft Liability in an amount of: per occurrence.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

for	
☐ Liquidated Damages Contained in the Specifications.	
☑ Liquidated Damages Are Not Included in this Contract	

- 11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.
- 13. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software licenses, subscriptions, or maintenance may be paid annually in advance.
- 14. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer or P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)
- 15. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.
- **16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

- 17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.
- **18. CANCELLATION:** The State reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Agency may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.
- **19. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- **20A. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.
- 21. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.
- **22. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
- **23. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor.
- **24. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

- 25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency and any other government agency or office that may be required to approve such assignments.
- 27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
- **28. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 29. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.
- **30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

- 31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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 agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities. Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section.
- 32. ANTITRUST: In submitting a bid to, signing a contract with, or accepting an Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- **33. VENDOR NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.
- 34. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 35. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to an y person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 36. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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 in the statute cited above unless the debt or employer default is permitted under the statute.
- 37. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- following reports identified by a checked box below:

 Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total

38. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

39. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

contract expenditures by agency, etc.

- **40. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:
- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.
- 41. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the

item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

- **42. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.
- **43. VOID CONTRACT CLAUSES** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

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.

JEFF FLOYD VICE PRESIDENT
(Printed Name and Title) 250 12TH ST. W HUNTINGTON WV 25704
(Address) 304.399.4514
(Phone Number) / (Fax Number) JEFF, FLOOD WY SUPPLY, COM (E-mail 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law: 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.

1

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

WEST VIRGINIA ELECTRIC SUF	PLY
(Company)	
Jeff Floyd	
(Signature of Authorized Representative)	
JEFF FLOYD VICE. PRESIDEN	7
(Printed Name and Title of Authorized Representative)	
Olo-04-2024 (Date)	Ť
304-399.4514	
(Phone Number) (Fax Number)	

Revised 8/24/2023

SPECIFICATIONS

- PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of WVDOH to establish a contract for the one-time purchase of Fuses and Contactors.
- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - **2.1 "Contract Item"** Electrical fuses and contactors under contract item requirements as more fully described by these specifications.
 - **2.2 "Pricing Page"** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
 - 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4 "15A" means amps.
 - 2.5 "KTK" means series designation.
 - 2.6 "600V AC" means ac voltage rating.
 - 2.7 "100KA at 600V AC" means interrupt rating.
 - 2.8 "AMP means unit of electrical current.
 - 2.9 "Pole" means legs of power a circuit uses.
 - 2.10 "IN" means inch
 - 2.11 "L" means length
- 3. GENERAL REQUIREMENTS:
 - **3.1 Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.

- 3.1.1 Contract Item #1 200 Amp 3 pole 120-volt Coil Electrical Held Lighting Contactor
 - 3.1.1.1 Contract Item #1 shall be a Magnetic Lighting Contactor; Type Mechanically Latched; Number of Poles 3; Current Rating 200 Amp; Coil Voltage 120 Volt AC at 60 Hertz; Enclosure Open; Construction Standard NEMA.
 - **3.1.1.2** Contract Item #1 should be Square D or other equivalent.
- 3.1.2 Contract Item #2 200 Amp 3 Pole 240 Volt Coil Electrical Held Highway Lighting Contactor
 - 3.1.2.1 Contract Item #2 shall be a Magnetic Lighting Contactor; Type Mechanically Latched; Number of Poles 3; Current Rating 200 Amp; Coil Voltage 240 Volt AC at 60 Hertz; Enclosure Open; Construction Standard NEMA.
 - **3.1.2.2** Contract Item #2 Should be Square D or other equivalent.
- 3.1.3 Contract Item #3- KTK 15 Fast Acting Midget Fuses
 - **3.1.3.1** Contract Item # must be a Fast-Acting, 15A, 600V AC, Non-Indicating, 100kA at 600V AC. Fuse size should be 1-1/2 IN L x 13/32 IN Diameter

4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages for all items on the On the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in a price for each item on the pricing page. A total must be added for all items entered. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety will result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. PAYMENT:

5.1 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Vendor shall ship the Contract Items immediately after being awarded this Contract and receiving a purchase order or notice to proceed. Vendor shall deliver the Contract Items within 30 working days after receiving a purchase order or notice to proceed. Contract Items must be delivered to Agency at WVDOH Signal and Lighting Shop 180 Dry Branch Dr. Charleston, WV 25306.
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.
 - Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.
- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition.



Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7 VENDOR DEFAULT:

- 7.1 The following shall be considered a vendor default under this Contract.
 - 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
 - 7.1.2 Failure to comply with other specifications and requirements contained herein.
 - 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
 - 7.1.4 Failure to remedy deficient performance upon request.
- 7.2 The following remedies shall be available to Agency upon default.
 - 7.2.1 Immediate cancellation of the Contract.
 - 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
 - 7.2.3 Any other remedies available in law or equity.

EXHIBIT A Contactors and Fuses

		Haitof		UNSPC	Unit	Extended
Item	Estimated Oint of	OIIICO		CODE	Price	Price
A Lames land	Oushite	Magaire	Describuon		-	1
Number	NUMBER Quality Freading	Licasare	١	20111502 +1	1111111111	20111602 + 1144 114 S X (1 (0 D) . U
	L	0.0	200 AMD 3 Dole 120-Volt Coil Electrical Held Lighting Contactor	COOTTIES	こうで	
_	ဂ	E G		# 000 x x 200	1111	中、九ゴノクト エル
				39111603	(20.00)	39111603 - (vo. c. + +) () :
2	2	ea			1	5
			VTV 15 Eact Acting Midgel Fuses	39111603	OC .) A	39111603 4 7.70 4 000.00
က	1000	ea			Total	8 4.00



WV SUPPLY HURRICANE BRANCH 3440 TEAYS VALLEY RD HURRICANE, WV 25526 (304) 562-1901 Fax (304) 562-1902

QUOTE TO:

WV DIV OF HIGHWAYS ATTN ACCOUNTS PAYABLE 1900 KANAWHA BLVD EAST CHARLESTON, WV 25305

DEL BOTTO DELL'AND DE Quotation

EXPIRATION DATE	QUOTE NUMBER		
06/29/2024	S2282626		
WV SUPPLY		PAGE NO.	
HURRICANE BRANCH 3440 TEAYS VALLEY RD HURRICANE, WV 25526 (304) 562-1901 Fax (304) 562-1902		1 of 1	

SHIP TO:

WV DIV HWY DRY BRANCH ATTN:JIMMIE GREATHOUSE 180 DRY BRANCH CHARLESTON, WV 25306

CUSTOMER NUMBER	CUSTOME	R PO NUMBER	JOB NAME / RELEASE N	UMBER	SA	LESPERSON
55744					HOU	SE ACCOUNT
WRITER		SHIP VIA	TERMS	SHI	P DATE	FREIGHT ALLOWED
JOSHUA STO	WERS		Cash on Delivery	05/3	30/2024	No
ORDER QTY		DESCRIPTION	ON	UNIT	PRICE	EXT PRICE
LOT	^SIEMENS This Lot Sh	LOT pment Consists of:		12	2136.000	12136.00
Order Qty 5	CONTACTO NO POLES BUSINESS SIE LEN011	F003120A LIGHTING DR - 200A - NEMA1 - - 120V COIL *** 19 DAYS *** F003240A LIGHTING DR - 200A - NEMA1 -	0 NC / 3			
	NO POLES BUSINESS	- 240V COIL *** 19 DAYS ***				
						1
VIRE & PIPE PRICING NO alid for the date of the quota te-Escalation at time of orde the close of the previous to AX & FREIGHT NOTICE: uotation and will be added,	ation only. Wire su er placement, base ousiness day. Applicable taxes ar based on delivery	bject to Escalation/ d on Comex for Copper e NOT included in this		Subtot S&H C	al Charges	12136.0 0.0
hipment. Freight charges on nless otherwise noted. EAD TIME NOTICE: Due to re are currently unable to gu	supply chain disr	uptions caused by COVID-19.		Amou	nt Due	12136.0

This quotation is submitted by us subject to Strikes, Fires, Accidents and conditions over which we have no control. Prices and deliveries are subject to change without notice and all orders will be accepted by us subject to our ability to obtain such prices and deliveries from our suppliers. Any Federal or State taxes, when and if effective, will be added to the prices quoted. Unless otherwise specified, terms will be 30 days not. Prices quoted are F.O.B. Huntington or factory, unless transportation charges are allowed and so indicated on the quotation. Prices on this quotation are based on quantities specified. If quantities ordered are less than shown, prices quoted are subject to revision by us.

On materials for future delivery our manufacturers are accepting orders only on the basis of prices in effect on date of shipment. Therefore, the prices named in this quotation are those currently in effect, and any orders accepted by us will be billed at prices in effect on date of shipment, unless otherwise specified.

work on your behalf to deliver orders according to your required date.



WV SUPPLY HURRICANE BRANCH 3440 TEAYS VALLEY RD HURRICANE, WV 25526 (304) 562-1901 Fax (304) 562-1902

QUOTE TO:

WV DIV OF HIGHWAYS ATTN ACCOUNTS PAYABLE 1900 KANAWHA BLVD EAST CHARLESTON, WV 25305

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CUSTOMER NUMBER	CUSTOME	ER PO NUMBER	JOB NAME / RELEASE	NUMBER	SA	LESPERSON
55744					HOU	SE ACCOUNT
WRITER		SHIP VIA	TERMS	SHI	IP DATE	FREIGHT ALLOWED
JOSHUA STO	WERS		Cash on Delivery	05/3	30/2024	No
ORDER QTY		DESCRIPT	ION	UNIT	PRICE	EXT PRICE
1000ea	FRZ ATM19 600V 15A N MIDGET FU	IDGET FUSE			7.500/ea	7500.00
VIRE & PIPE PRICING NO alid for the date of the quote De-Escalation at time of order the close of the previous bax & FREIGHT NOTICE: A quotation and will be added, hipment. Freight charges of	I TICE: All quotes/b ation only. Wire su er placement, base pusiness day. Applicable taxes ar based on delivery or other fees are su	ds for wire and pipe are bject to Escalation/ ed on Comex for Copper e NOT included in this location at time of ibject to change, uptions caused by COVID-19, s. However, we will to your required date.		Subtof	tal Charges	7500.0 0.0
iniess otherwise noted. LEAD TIME NOTICE: Due to	supply chain disr	uptions caused by COVID-19,		Amou	nt Due	7500.0

This quotation is submitted by us subject to Strikes, Fires, Accidents and conditions over which we have no control. Prices and deliveries are subject to change without notice and all orders will be accepted by us subject to our ability to obtain such prices and deliveries from our suppliers. Any Federal or State laxes, when and if effective, will be added to the prices quoted. Unless otherwise specified, terms will be 30 days net. Prices quoted are F.O.B. Huntington or factory, unless transportation charges are allowed and so indicated on the quotation. Prices on this quotation are based on quantities specified. If quantities ordered are less than shown, prices quoted are subject to revision by us.

On materials for future delivery our manufacturers are accepting orders only on the basis of prices in effect on date of shipment. Therefore, the prices named in this quotation are those currently in effect, and any orders accepted by us will be billed at prices in effect on date of shipment, unless otherwise specified.

Fast-Acting Midget Fuses

MIDGET, PC MOUNT & MINIATURE FUSES



Amp-Trap* midget fast-acting ATM fuses are rated 600 volts AC and DC, with a 100kA interrupting rating. These ratings give the ATM a wide range of applications not covered by other midget fuses. In addition, ratings of 30/35, 30/40 and 30/50 amperes are offered for specific applications such as capacitor protection. These ATM fuses must still be considered 30A fuses because of their dimensions, but are able to withstand much higher inrush currents and tougher duty cycles. (Not for Branch Circuit Protection).

FEATURES/BENEFITS:

- For supplemental protection of small motors and transformers
- Extended ratings for special protection of capacitors and circuits with high inrush currents
- 600VDC ratings for a wide variety of applications including photovoltaic and solar applications.
- Can be used with UltraSafe™ fuse holders
- 11/2" x 13/32" (10mm x 38mm) dimensions

RECOMMENDED FUSE BLOCKS for Midget (10x38mm) Fuses

	Catalog Number						
Number of Pales	UltraSafe ^{ta} Indicating Fuse Holder	Screw Connector	Pressure Plate Connector	Copper Box Cannacter			
Adder		30310	30320	30350			
1	USM1I	30311	30321	30351			
2	USM2I	30312	30322	30352			
3	USM3I	30313	30323	30353			
3	LISEM 101						

RATINGS:

- Volts: 600VAC / DO
- Amps: 1/10 to 30A
- (35 to 50 A AC only)
 LR.: 1006A LR.: 10kA LR. AC (35 to 50A)

HIGHLIGHTS:

- Fast-acting
- Special Ratings (Above 30A)

APPLICATIONS !

Supplemental protection of of circuits up to 600VAC and 600VDC with 100kA I.R.

CATALOG NUMBERS (AMPS)

ATM1/10	L ATM2	ATM12
ATM1/8	EMTA:	ATM15
ATM2/10	ATM4	ATM20
ATM1/4	ATM5	ATM25
ATM 1/2	ATM6	ATM30
ATM3/4	ATM7	ATM30/35*
ATM1	8MTA	ATM30/40*
ATM 1-1/2	ATM10	ATM30/50*

^{*} are not continuous current rated devices

APPROVALS:

- UL listed to standard 248-14 (1/10 to 30A) File E33925
- DC Listed to UL Standard 248-14 (1/10 to 30A)
- CSA Certified to Standard C22.2 No. 248.14 (1/10 to 30A)





DRY BRANCH

Siemens Submittal Package Date: 5/30/2024

usa.siemens.com/powerdistribution

SIEMENS

Job Name: DRY BRANCH
Quote Name: DRY BRANCH

Quote Number: strajx100_05292404_00_00_M00

Distributor: WEST VIRGINIA ELECTRIC SUPPLY

COMPANY

Approval Drawings:

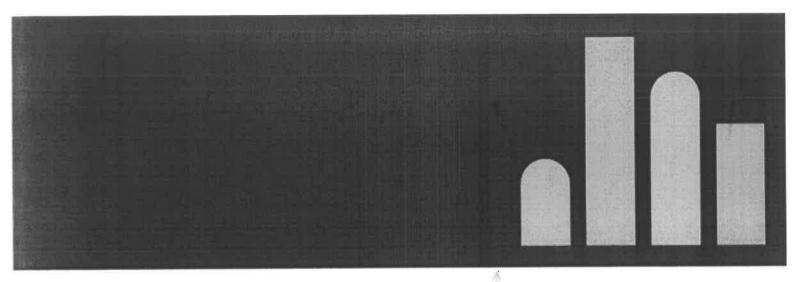
Signature

Upon the return of 1 Copy of "Approved" or "No Exceptions Noted" drawings with release, it will be considered fact that the material as shown meets the requirements of the plans and specifications. For drawings returned indicating "Approved as Noted" or "Exceptions as Noted", the cost of any additional equipment not included in the original quotation will be reflected in the total invoice price. Any changes other than those shown on these returned drawings will not be considered the responsibility of Siemens. It must be noted that these drawings and descriptive literature incorporate Siemens' interpretation of the plans and specifications and are subject to corrections of errors. The above material is on "Hold for Release" status and will not be released until the receipt of signed submittals having one of the above notations with formal release. These drawings along with release should be returned as soon as possible so as not to cause any delays in shipping and/or escalation that might be incurred due to these delays.

SUBMITTAL CHECK LIST:

Siemens requires the information below to be reviewed and signed prior to equipment release. N/A Yes No Lug sizes has been verified for all equipment. \Box Orientation/circuiting of breakers has been verified for all equipment. Nameplate information has been verified for all equipment. Top or Bottom entry has been verified for all equipment. Surface or flush mount has been verified for the Panelboards. Shipping splits has been verified for Switchboards/Switchgear. Incoming left or right has been verified for Switchboards/Switchgear. Dimensions have been verified for Switchboards/Switchgear. Dimensions have been verified for Multi-Family Metering. Arc flash mitigation requirements have been addressed. \Box Applicable drawings have been approved by the utility having jurisdiction. (If product is released before final AHJ approval, contractor is responsible for any modifications required.) We ask our customers to review this checklist for your benefit to ensure you receive the correct material and mitigate field installation issues or delays. Approved Approved As Noted - Make necessary changes. No re-submittal required. - Make necessary changes. Re-submittal required. Revise / Resubmit ☐ Not Approved Comments:

Date



SIEMENS SUBMITTAL

Warranty Information

SIEMENS

Warranty Information

- (A) Warranties. Siemens warrants that: (i) each Product is free from defects in material and workmanship; (ii) each Product materially conforms to Siemens' specifications that are attached to, or expressly incorporated into this Agreement; and (iii) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (collectively, the 'Warranties'). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.
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- (D) Warranty Period. Buyer must provide written notice of any claims for breach of Warranties by the earlier of the warranty periods listed below.

TPS Surge Products - ten (10) years

- All other Siemens products twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the warranty period, any use or possession of the Product after expiration of the warranty period is conclusive evidence that the Warranties have been satisfied.
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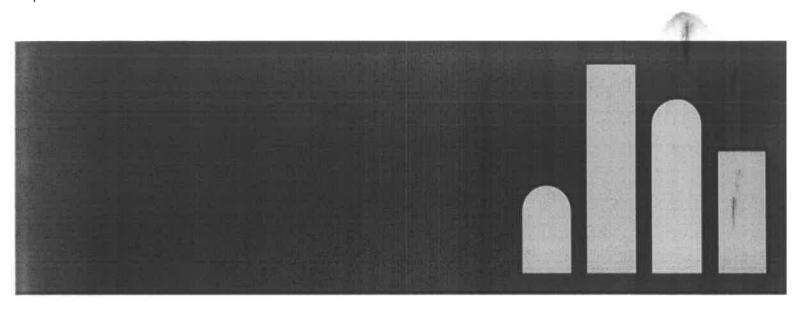
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Warranty Information

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SIEMENS SUBMITTAL

Variable Frequency Motor Controllers

Specification 26 29 23

Contents

LC1

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SIEMENS

Data sheet

US2:LEN01F003120A



Electrically held lighting contactor, Contactor amp rating 200A, 0 N.C. / 3 N.O. Poles, 110VAC 50HZ/120VAC 60HZ coil, Non-combination type, (no disconnect device), Enclosure NEMA type 1, Indoor general purpose use

product brand name	Class LE Electrically held lighting contactor Compact design; Finger safe control terminals			
design of the product				
special product feature				
eneral technical data				
weight [lb]	35 lb			
Height x Width x Depth [in]	25 × 18 × 13 in			
touch protection against electrical shock	NA for enclosed products			
installation altitude [ft] at height above sea level maximum	6560 ft			
ambient temperature [°F]				
during storage	-67 +176 °F			
 during operation 	32 104 °F			
ambient temperature				
 during storage 	-55 +80 °C			
during operation	0 40 °C			
country of origin	USA			
Contactor				
size of contactor	200 Amp			
number of NO contacts for main contacts	3			
number of NC contacts for main contacts	0			
operating voltage for main current circuit at AC at 60 Hz maximum	600 V			
mechanical service life (operating cycles) of the main contacts typical	10000000			
contact rating of the main contacts of lighting contactor				
 at tungsten (1 pole per 1 phase) rated value 	200A @277V 1p 1ph			
 at tungsten (2 poles per 1 phase) rated value 	200A @480V 2p 1ph			
 at tungsten (3 poles per 3 phases) rated value 	200A @480V 3p 3ph			
 at ballast (1 pole per 1 phase) rated value 	200A @347V 1p 1ph			
 at ballast (2 poles per 1 phase) rated value 	200A @600V 2p 1ph			
 at ballast (3 poles per 3 phases) rated value 	200A @600V 3p 3ph			
 at resistive load (1 pole per 1 phase) rated value 	200A @600V 1p 1ph			
 at resistive load (2 poles per 1 phase) rated value 	200A @600V 2p 1ph			
 at resistive load (3 poles per 3 phases) rated value 	200A @600V 3p 3ph			
Auxiliary contact		. E.S.		
number of NC contacts at contactor for auxiliary contacts	2			
number of NO contacts at contactor for auxiliary contacts	2	1		
number of total auxiliary contacts maximum	4	- 9		
contact rating of auxiliary contacts of contactor according to UL	A300 / Q300	18		
type of voltage of the control supply voltage	AC/DC			

Test Certificates				
pertificate of suitability	NEMA ICS 2, UL 508	I STATE OF THE PARTY OF	TO STATE OF THE PARTY OF	and the same
• at 600 V	25 kA			
• at 480 V	100 kA			
• at 240 V	100 kA			
maximum short-circuit current breaking capacity (Icu)				8
design of the short-circuit trip	Thermal magnetic circuit breaker			
design of the fuse link for short-circuit protection of the main circuit required	none			
ort-circuit current raling		-200000		
material of the conductor at magnet coil	CU			1
emperature of the conductor at magnet coil maximum permissible	75 °C			
ype of connectable conductor cross-sections of magnet coil for AWG cables single or multi-stranded	2x (18, 14 AWG)			
ightening torque [lbf-in] at magnet coil	7 10 lbf·in			
ype of electrical connection of magnet coil	Screw-type terminals			
material of the conductor for load-side outgoing feeder	CU			
maximum permissible			1	1
for load-side outgoing feeder single or multi-stranded temperature of the conductor for load-side outgoing feeder	75 °C	- 5		1
type of connectable conductor cross-sections for AWG cables	90 110 lbf in 2x (6 3/0 AWG)	3	1	
ightening torque [lbf·in] for load-side outgoing feeder	Screw-type terminals			
type of electrical connection for load-side outgoing feeder				
remperature of the conductor for supply maximum permissible material of the conductor for supply	75 °C CU			
AWG cables single or multi-stranded	75.00			
type of connectable conductor cross-sections at line-side for	2x (6 3/0 AWG)			
ightening torque [lbf·in] for supply	90 110 lbf-in			
type of electrical connection for supply voltage line-side	Screw-type terminals			
astening method	Surface mounting and installation			
mounting position	Vertical			
ounting/wiring	maddid, adable on a general basis			WATER STATE
design of the housing	indoors, usable on a general basis			
degree of protection NEMA rating of the enclosure	NEMA 1 enclosure		Service of the	CC INC
magnet coil		I SOLVENS	National Control	
operating range factor control supply voltage rated value of	0.85 1.1			
apparent holding power of magnet coil at AC	5.8 VA			
apparent pick-up power of magnet coil at AC	300 VA			
at AC at 60 Hz rated value	110 127 V			
at AC at 50 Hz rated value	110 127 V 110 127 V			





Industrial Controls - Product Overview (Catalogs, Brochures,...)

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Industry Mall (Online ordering system)

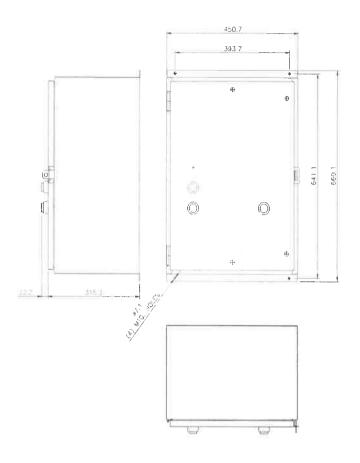
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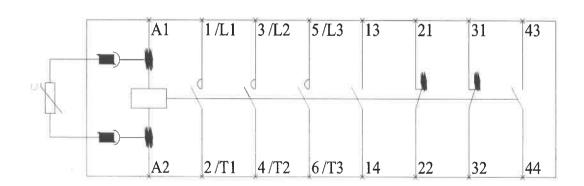
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Image database (product images, 2D dimension drawings, 3D models, device circuit diagrams, EPLAN macros, ...) http://www.automation.siemens.com/bilddb/cax_de.aspx?mlfb=U\$2:LEN01F003120A&lang=en

Certificates/approvals

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LEN00F G & H Wiring Diagram

D38309006

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SIEMENS

Data sheet

US2:LEN01F003240A



Electrically held lighting contactor, Contactor amp rating 200A, 0 N.C. / 3 N.O. Poles, 220VAC 50HZ/240VAC 60HZ coil, Non-combination type, (no disconnect device), Enclosure NEMA type 1, Indoor general purpose use

product brand name	Class LE	- 5	
design of the product	Electrically held lighting contactor		
special product feature	Compact design; Finger safe control terminals	1	
eneral technical data			
weight [lb]	35 lb		
Height x Width x Depth [in]	25 × 18 × 13 in		
touch protection against electrical shock	NA for enclosed products		
installation altitude [ft] at height above sea level maximum	6560 ft		
ambient temperature [°F]			
during storage	-67 +176 °F		
during operation	32 104 °F		
ambient temperature			
during storage	-55 +80 °C		
during operation	0 40 °C		
country of origin	USA	4	
Contactor			
size of contactor	200 Amp		
number of NO contacts for main contacts	3		
number of NC contacts for main contacts	0		
operating voltage for main current circuit at AC at 60 Hz maximum	600 V		
mechanical service life (operating cycles) of the main contacts typical	10000000		
contact rating of the main contacts of lighting contactor			
 at tungsten (1 pole per 1 phase) rated value 	200A @277V 1p 1ph		
 at tungsten (2 poles per 1 phase) rated value 	200A @480V 2p 1ph		
 at tungsten (3 poles per 3 phases) rated value 	200A @480V 3p 3ph		
 at ballast (1 pole per 1 phase) rated value 	200A @347V 1p 1ph		
 at ballast (2 poles per 1 phase) rated value 	200A @600V 2p 1ph		
 at ballast (3 poles per 3 phases) rated value 	200A @600V 3p 3ph		
 at resistive load (1 pole per 1 phase) rated value 	200A @600V 1p 1ph		
 at resistive load (2 poles per 1 phase) rated value 	200A @600V 2p 1ph		
 at resistive load (3 poles per 3 phases) rated value 	200A @600V 3p 3ph		
Auxillary contact			
number of NC contacts at contactor for auxiliary contacts	2		
number of NO contacts at contactor for auxiliary contacts	2		
number of total auxiliary contacts maximum	4		
contact rating of auxiliary contacts of contactor according to UL	A300 / Q300	a ben 1978	
type of voltage of the control supply voltage	AC/DC		

at DC rated value	220 240 V			
at AC at 50 Hz rated value	220 240 V			
at AC at 60 Hz rated value	220 240 V			
apparent pick-up power of magnet coil at AC	300 VA			
apparent holding power of magnet coil at AC	5.8 VA			
operating range factor control supply voltage rated value of magnet coil	0.85 1.1			
nclosure				Fine Street
degree of protection NEMA rating of the enclosure	NEMA 1 enclosure			
design of the housing	indoors, usable on a general basis			
lounting/wiring				
mounting position	Vertical			
fastening method	Surface mounting and installation			
type of electrical connection for supply voltage line-side	Screw-type terminals			
tightening torque [lbf-in] for supply	90 110 lbf·in			
type of connectable conductor cross-sections at line-side for AWG cables single or multi-stranded	2x (6 3/0 AWG)			
temperature of the conductor for supply maximum permissible	75 °C			
material of the conductor for supply	CU			
type of electrical connection for load-side outgoing feeder	Screw-type terminals			
tightening torque [lbf·in] for load-side outgoing feeder	90 110 lbf in			
type of connectable conductor cross-sections for AWG cables for load-side outgoing feeder single or multi-stranded	2x (6 3/0 AWG)			
temperature of the conductor for load-side outgoing feeder maximum permissible	75 °C			
material of the conductor for load-side outgoing feeder	CU			
type of electrical connection of magnet coil	Screw-type termin	als		
tightening torque [lbf-in] at magnet coil	7 10 lbf-in			
type of connectable conductor cross-sections of magnet coil for AWG cables single or multi-stranded	2x (18 14 AWG)		
temperature of the conductor at magnet coil maximum permissible	75 °C	#		
material of the conductor at magnet coil	CU	8		
Short-circuit current rating				
design of the fuse link for short-circuit protection of the main circuit required	none			
design of the short-circuit trip	Thermal magnetic	circuit breaker		
maximum short-circuit current breaking capacity (Icu)			- 2	4.
• at 240 V	100 kA		70	
• at 480 V	100 kA			1
• at 600 V	25 kA			
certificate of suitability	NEMA ICS 2: UL	508		- 3

Test Certificates



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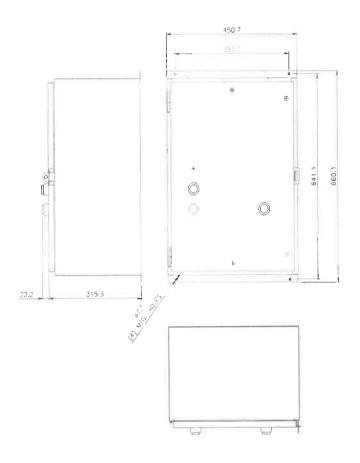
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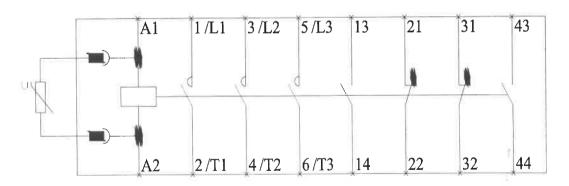
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LEN00F G & H Wiring Diagram

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