

CONTRACT DOCUMENTS

**CITY OF LINCOLN,
LANCASTER COUNTY, NEBRASKA
and LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION**

**Annual Requirements
for Electrical Products
County of Los Angeles, California Contract No. MA-IS-1340234-1**

Contractor:

**Graybar Electric Company
4360 South 90th Street
Omaha, NE 68127
402-592-7676**

**CITY OF LINCOLN, LINCOLN/LANCASTER COUNTY PUBLIC BUILDING COMMISSION,
AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Graybar Electric Company, 4360 South 90th Street, Omaha, NE 68127** hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation, the County of Lancaster, Nebraska, a political subdivision, and the Lincoln-Lancaster County Public Building Commission, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1340234-1, dated April 1, 2013, which was prepared in accordance with the County of Los Angeles' usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver electrical products for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1340234-1, dated April 1, 2013; and

WHEREAS, the Contractor, in response to the Owners' request to participate in said agreement, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1340234-1, dated April 1, 2013 for Supply and Delivery of Electrical Products, with only those exceptions stated herein; and

WHEREAS, the County of Los Angeles, California, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the County of Los Angeles, California and Graybar Electric Company Contract No. MA-IS-1340234-1, dated April 1, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide electrical supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. This Contract shall be effective upon execution by both parties. The term of the Contract shall be upon execution through March 31, 2016.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current County of Los Angeles, California contract

- 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.
3. Pricing. Pricing of items will be pursuant to County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1340234-1, dated April 1, 2013.
- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the County of Los Angeles, California shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.
8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.

- 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
- 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver electrical supplies.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
- 8.3 Upon termination for any reason, the Owner shall pay Graybar Electric Company for all outstanding invoices and all costs and expenses associated with orders placed by Contractor up to the date of termination. Buyer shall pay such amounts to Graybar Electric Company within thirty (30) days of the date of invoice. If Owner terminates this Agreement due to the default of the Contractor, Contractor shall reimburse Owner for the documented direct and reasonable expenses Owner incurs as a result of the termination.
9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the County of Los Angeles, California and Graybar Electric Company, Contract No. MA-IS-1340234-1, dated April 1, 2013.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. County of Los Angeles, California Contract No. MA-IS-1340234-1, dated April 1, 2013
3. Attachment A
4. Nebraska Resale or Exempt Sale Certificate, Form 13

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Mayor

Approved by Resolution No. _____

dated _____

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster County, Nebraska

County Law Department

Dated: _____

**EXECUTION BY PUBLIC BUILDING
COMMISSION**

Lincoln-Lancaster County PBC Attorney

Lincoln-Lancaster County Public Building
Commission

Dated: _____

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Graybar Electric Co., Inc.
Name of Corporation

8170 Lackland Rd, St. Louis, MO 63114
(Address)

By: 
Duly Authorized Official

District Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

_____(SEAL)
Secretary

Graybar Electric Co., Inc.
Name of Corporation

8170 Lackland Rd, St. Louis, MO 63114
(Address)

By: 
Duly Authorized Official

District Vice President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)
By: _____
Member

By: _____
Member



Michael C. Dumas

District Vice President

Direct (314) 573-2001

Mobile (314) 409-2849

Email michael.dumas@graybar.com

April 23, 2013

City of Lincoln/Lancaster County

Re: Annual Requirements for Electrical Products
County of Los Angeles, California
Contract #MA-IS-11340234-1

Please find below our exceptions to your Contract documents referenced above as noted in your correspondence dated April 3, 2013.

- Item 1: Graybar (contractor) agrees to furnish said items in accordance with the US Communities master agreement as endorsed by Graybar and terms contained in referenced City of Lincoln Documents, as modified.
- Item 3.1: Graybar is not knowledgeable of all Specifications. Accordingly, products and services will be provided as ordered and documented on valid Purchase Orders.
- Item 5: Graybar disclaims any and all liquidated, special and consequential damages. Graybar will be responsible, including reasonable costs, for direct negligence or omissions. Proper insurance coverage will be maintained.
- Item 9: Graybar agrees that these terms and conditions apply as modified. All other terms and conditions contained in the Agreement between Graybar and the County of Los Angeles take precedence.

Graybar

CORPORATE OFFICE

34 NORTH MERAMEC AVENUE

P.O. BOX 7231

ST. LOUIS, MISSOURI 60177

MATTHEW W. GEEKIE
SENIOR VICE PRESIDENT
SECRETARY AND GENERAL COUNSEL
TEL: (314) 573-9278
FAX: (314) 573-9445
EMAIL: MATTHEW.GEEKIE@GRAYBAR.COM

SECRETARY'S CERTIFICATE

I, M. W. Geekie, hereby certify that I am Secretary of Graybar Electric Company, Inc., a New York corporation (the "Corporation"), with its principal office at Clayton, Missouri; that as such I am custodian of the records and official seal of said Corporation, and that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Corporation at a meeting held in Clayton, Missouri on June 14, 2012:

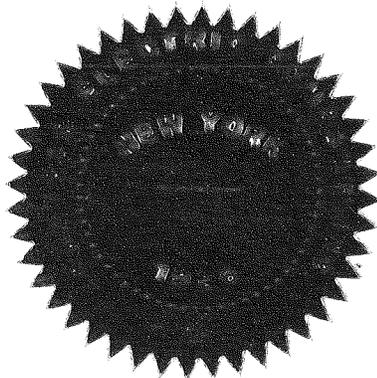
Upon motion duly made and seconded, Authority to Execute Customer Proposals, Bids and Sales Contracts, and Bonds Pertaining Thereto, was amended and unanimously adopted as follows:

The District Vice President, Vice President-Sales, Vice President-Sales, Electric Utility, or Vice President-Sales, Broadband Utility hereby is authorized to sign and/or execute in the name and on behalf of the Corporation:

- 1) Contracts with Customers for a single transaction or project, including applicable performance bonds, arising from invitation, bid, and acceptance forms, which bind the Corporation to the Customer's terms and conditions where the amount does not exceed \$2,000,000.
- 2) Other Proposals and Bids to Customers for a single transaction or project which bind the Customer to the Corporation's terms and conditions where the amount does not exceed \$4,000,000.
- 3) Bid Bonds where the amount does not exceed \$250,000.
- 4) Ongoing Sales Contracts with Customers, other than Corporate Account Customers, where the amount does not exceed \$2,000,000.
- 5) Ongoing Sales Contracts with Corporate Account Customers where the amount does not exceed \$2,000,000.

I further certify that the foregoing meeting was convened and the proceedings held in accordance with the law and the charter and By-laws of said Corporation and have not been revoked, annulled, or amended.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Corporation this 10th day of May 2013.



M. W. Geekie

Secretary of
GRAYBAR ELECTRIC COMPANY, INC.



Nebraska Resale or Exempt Sale Certificate

FORM
13

for Sales Tax Exemption
• Read instructions on reverse side/see note below

NAME AND MAILING ADDRESS OF PURCHASER			NAME AND MAILING ADDRESS OF SELLER		
Name The City of Lincoln			Name Graybar Electric Company		
Street or Other Mailing Address 555 South 10th Street			Street or Other Mailing Address 4360 South 90th Street		
City Lincoln	State NE	Zip Code 68508	City Omaha,	State NE	Zip Code 68127

Check Type of Certificate

Single Purchase Blanket If blanket is checked, this certificate is valid until revoked in writing by the purchaser.

I hereby certify that the purchase, lease, or rental by the above purchaser is exempt from the Nebraska sales tax for the following reason:

Check One Purchase for Resale (Complete Section A) Exempt Purchase (Complete Section B) Contractor (Complete Section C)

SECTION A—Nebraska Resale Certificate

Description of Item or Service Purchased

I hereby certify that the purchase, lease, or rental of from the above seller is exempt from the Nebraska sales tax as a purchase for resale, rental, or lease in the normal course of our business, either in the form or condition in which purchased, or as an ingredient or component part of other property to be resold.

I further certify that we are engaged in business as a: Wholesaler Retailer Manufacturer Lessor
of Description of Product Sold, Leased, or Rented

If None, State Reason

and hold Nebraska Sales Tax Permit Number 01-

or Foreign State Sales Tax Number

State

SECTION B—Nebraska Exempt Sale Certificate

The basis for this exemption is exemption category 1 (Insert appropriate category as described on reverse of this form.)

If exemption category 2 or 5 is claimed, enter the following information:

Description of Item(s) Purchased Intended Use of Item(s) Purchased

If exemption categories 3 or 4 are claimed, enter the Nebraska Exemption Certificate number. 05-

If exemption category 6 is claimed, seller must enter the following information and sign this form below:

Description of Item(s) Sold Date of Seller's Original Purchase Was Tax Paid when Purchased by Seller? Was Item Depreciable?
 YES NO YES NO

SECTION C—For Contractors Only

1. Purchases of Building Materials or Fixtures:

As an Option 1 or Option 3 contractor, I hereby certify that purchases of building materials and fixtures from the above seller are exempt from Nebraska sales tax. My Nebraska Sales or Consumer's Use Tax Permit Number is: 01-

2. Purchases Made Under Purchasing Agent Appointment on behalf of _____: (exempt entity)

Pursuant to an **attached** Purchasing Agent Appointment and Delegation of Authority for Sales and Use Tax, Form 17, I hereby certify that purchases of building materials, and fixtures are exempt from Nebraska sales tax.

Any purchaser, or their agent, or other person who completes this certificate for any purchase which is other than for resale, lease, or rental in the regular course of the purchaser's business, or is not otherwise exempted from the sales and use tax under Neb. Rev. Stat. §§77-2701 through 77-27,135, shall in addition to any tax, interest, or penalty otherwise imposed, be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse. With regard to a blanket certificate, this penalty shall apply to each purchase made during the period the blanket certificate is in effect. Under penalties of law, I declare that I am authorized to sign this certificate, and to the best of my knowledge and belief, it is correct and complete.

sign here ▶

Authorized Signature

Purchasing Agent

Title

Date

NOTE: Sellers must keep this certificate as part of their records. DO NOT SEND TO THE NEBRASKA DEPARTMENT OF REVENUE.

Incomplete certificates cannot be accepted.

www.revenue.ne.gov, (800) 742-7474 (toll free in NE and IA), (402) 471-5729

NOTE: This form cannot be used for the WATER Division of the City of Lincoln. The WATER Division is taxable per Reg. 066.14A or applicable laws.

INSTRUCTIONS

WHO MAY ISSUE A RESALE CERTIFICATE. Form 13, Section A, is to be issued by persons or organizations making purchases of property or taxable services in the **normal** course of their business for the purpose of resale either in the form or condition in which it was purchased, or as an ingredient or component part of other property.

WHO MAY ISSUE AN EXEMPT SALE CERTIFICATE. Form 13, Section B can only be issued by persons or organizations exempt from payment of the Nebraska sales tax by qualifying for one of the six enumerated **Categories of Exemption** (see below). Nonprofit organizations that have a 501(c) designation and are exempt from federal and state income tax are **not** automatically exempt from **sales** tax. Only the entities listed in the referenced regulations are exempt from paying Nebraska sales tax on their purchases when the exemption certificate is properly completed and provided to the seller. Organizations claiming a sales tax exemption may do so only on items purchased for their own use. For health care organizations, the exemption is limited to the specific level of health care they are licensed for. The exemption is not issued to the entire organization when multiple levels of health care or other activities are provided or owned by the organization. Items purchased by an exempt organization that will be resold must be supported by a properly completed Nebraska Resale Certificate, Form 13, Section A.

Indicate the category which properly reflects the basis for your exemption. Place the corresponding number in the space provided in Section B. If category 2 through 6 is the basis for exemption, you must complete the information requested in Section B.

Nebraska Sales and Use Tax Reg-1-013, Sale for Resale – Resale Certificate, and Reg-1-014, Exempt Sale Certificate, provide additional information on the proper issuance and use of this certificate. These and other regulations referred to in these instructions are available on our Web site: www.revenue.ne.gov/legal/reg/slstaxregs.

Use Form 13E for purchases of energy sources which qualify for exemption. Use Form 13ME for purchases of mobility enhancing equipment on a motor vehicle.

CONTRACTORS. Form 13, Section C, Part 1, must be completed by contractors operating under Option 1 or Option 3 to document their tax-free purchase of building materials or fixtures from their suppliers. Section C, Part 2, may be completed to exempt the purchase of building materials or fixtures pursuant to a Purchasing Agent Appointment, Form 17. See the contractor information guides on our Web site www.revenue.ne.gov for additional information.

WHERE TO FILE. Form 13 is given to the seller at the time of the purchase of the property or service or when sales tax is due. The certificate must be retained with the seller's records for audit purposes. Do not send to the Department of Revenue.

SALES TAX NUMBER. A purchaser who completes Section A and is engaged in business as a wholesaler or manufacturer is not required to provide an identification number. Out-of-state purchasers can provide their home state sales tax number. Section B does not require an identification number when exemption category 1, 2, or 5 is indicated.

PROPERLY COMPLETED CERTIFICATE. A purchaser must complete a certificate before issuing it to the seller. To properly complete the certificate, the purchaser must include: (1) identification of the purchaser and seller, (2) a statement whether the certificate is for a single purchase or is a blanket certificate,

(3) a statement of basis for exemption including completion of all information for the basis chosen, (4) the signature of an authorized person, and (5) the date the certificate was issued.

PENALTIES. Any purchaser who gives a Form 13 to a seller for any purchase which is other than for resale, lease, or rental in the **normal** course of the purchaser's business, or is not otherwise exempted from sales and use tax under the Nebraska Revenue Act, shall be subject to a penalty of \$100 or ten times the tax, whichever amount is larger, for each instance of presentation and misuse.

Any purchaser, or their agent, who fraudulently signs a Form 13 may be found guilty of a Class IV misdemeanor.

CATEGORIES OF EXEMPTION

1. Purchases made directly by certain governmental agencies identified in Nebraska Sales and Use Tax Reg-1-012, Exemptions; Reg-1-072, United States Government and Federal Corporations; and Reg-1-093, Governmental Units, are exempt from sales tax. A list of specific governmental units are provided in the above regulations. Governmental units are not assigned exemption numbers.

Sales to the United States government, its agencies, and corporations wholly owned by the United States government are exempt from sales tax. However, sales to institutions chartered or created under federal authority, but which are not directly operated and controlled by the United States government for the benefit of the public, generally are taxable. Construction projects for federal agencies have specific requirements, see Reg-1-017 Contractors.

Purchases that are **not** exempt from Nebraska sales and use tax include, but are not limited to, governmental units of other states, sanitary and improvement districts, urban renewal authorities, rural water districts, railroad transportation safety districts, and county historical or agricultural societies.

2. Purchases when the intended use renders it exempt as set out in paragraph 012.02D of Reg-1-012, Exemptions. Complete the description of the item purchased and the intended use as required on the front of Form 13. Sellers of **repair parts** for agricultural machinery and equipment cannot accept a Form 13 to exempt such sales from tax.

3. Purchases made by organizations that have been issued a Nebraska Exempt Organization - Certificate of Exemption are exempt from sales tax. Reg-1-090, Nonprofit Organizations; Reg-1-091, Religious Organizations; and Reg-1-092, Educational Institutions, identify such organizations. These organizations will be issued a Nebraska state exemption identification number. This exemption number must be entered in Section B of the Form 13.

4. Purchases of common or contract carrier vehicles and repair and replacement parts for such vehicles.

5. Purchases of manufacturing machinery or equipment by a taxpayer engaged in business as a manufacturer for use predominantly in manufacturing. This includes the installation, repair, or maintenance of such qualified manufacturing machinery or equipment (see Revenue Ruling 01-08-2).

6. A sale that qualifies as an occasional sale, such as a sale of depreciable machinery and equipment productively used by the seller for more than one year and the seller previously paid tax on the item. The **seller** must sign and give the exemption certificate to the purchaser. The certificate must be retained by the purchaser for audit purposes (see Reg-1-014, Exempt Sale Certificate).

TERM CONTRACT AWARD



CONTRACT NO:
MA-IS-1340234-1

VERSION DATE

INTERNAL SERVICES DEPARTMENT

PROCUREMENT FOLDER: 453245

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY CA 91789

BUYER: Theodore Lo
PHONE: 323-267-2207
EMAIL: ted.lo@isd.lacounty.gov

VENDOR NO: 501079
CONTACT: KEVIN STOKER
PHONE: 909-451-4454

FISCAL YEAR: 2013
EFFECTIVE DATE: 04/01/13
EXPIRATION 03/31/16

Electrical Products - US Comm

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	0.0000 %
2	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	2.0000 %
3	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	3.0000 %

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

3-28-2013

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-1

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
4	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	4.0000 %
5	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	5.0000 %
6	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	6.0000 %
7	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	1.000		CATALOG	7.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-1

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
8	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	7.5000 %
9	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	8.0000 %
10	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	9.0000 %
11	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	10.0000 %
12	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	12.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-1

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
13	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	13.0000 %
14	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	15.0000 %
15	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	16.0000 %
16	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	18.0000 %

PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-1340234-1

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
17	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	19.0000 %
18	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	20.0000 %
19	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	21.0000 %
20	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	22.0000 %
21	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	23.0000 %

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	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
22	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	24.0000 %
23	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	25.0000 %
24	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	26.0000 %
25	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	27.0000 %

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26	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	28.0000 %
27	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	30.0000 %
28	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	31.0000 %
29	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	32.0000 %
30	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	33.0000 %

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	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
31	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	34.0000 %
32	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	35.0000 %
33	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	36.0000 %
34	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	37.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
35	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	38.0000 %
36	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	39.0000 %
37	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	40.0000 %
38	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	41.0000 %
39	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	42.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
40	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	43.0000 %
41	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	44.0000 %
42	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	45.0000 %
43	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	46.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
44	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	47.0000 %
45	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	48.0000 %
46	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	49.0000 %
47	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	50.0000 %
48	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	51.0000 %

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	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
49	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	52.0000 %
50	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	53.0000 %
51	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	54.0000 %
52	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	55.0000 %

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53	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	56.0000 %
54	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	57.0000 %
55	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	58.0000 %
56	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	59.0000 %
57	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	60.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
58	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	61.0000 %
59	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	62.0000 %
60	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	63.0000 %
61	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	64.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
62	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	65.0000 %
63	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	66.0000 %
64	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	67.0000 %
65	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	68.0000 %
66	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	70.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
67	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	71.0000 %
68	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	72.0000 %
69	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	73.0000 %
70	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	74.0000 %

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71	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	75.0000 %
72	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	76.0000 %
73	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	80.0000 %
74	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	82.0000 %
75	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT	0.000		CATALOG	83.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog				
76	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	84.0000 %
77	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	86.0000 %
78	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	87.0000 %
79	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	88.0000 %

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80	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	89.0000 %
81	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	90.0000 %
82	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	91.0000 %
83	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog	0.000		CATALOG	92.0000 %
84	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - LIGHTING FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS	1.000		COST-PLUS	23.0000 %

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85	<p>INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR ONLY THIS LINE. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - SERVICES (LA COUNTY RESTRICTED)</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SERVICES SPREADSHEET FOR ONLY THIS LINE. (Service-List_of_Suppliers_Cost_Plus_noto_Exceed_26_Percent.xls) catalog</p>	1.000		COST-PLUS	26.0000 %
86	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - CORE ITEMS</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	0.0000 %

Terms & Conditions in accordance with RFP-IS-13255001.

LOCAL FIXED ASSETS - LA County Only.

For all local awards, any single piece of equipment priced at over \$5,000/unit will be excluded from any resulting agreements.

SUBCONTRACTING

The requirements of the Master Agreement may not be subcontracted by the Supplier without the advance written approval of the County. Any attempt by the Supplier to subcontract without the prior written consent of the County may be deemed a material breach of the Master Agreement.

A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:

A description of the work to be performed by the Subcontractor;

A draft copy of the proposed subcontract; and

Other pertinent information and/or certifications requested by the County.

B. The Supplier shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Supplier employees.

C. The Supplier shall remain fully responsible for all performances required of it under the Master Agreement, including those that the Supplier has determined to subcontract, notwithstanding the County's approval of the Supplier's proposed subcontract.

D. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under the Master Agreement. The Supplier is responsible to notify its Subcontractors of this County right.

E. The County's Purchasing Agent or designee is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Supplier shall forward a fully executed subcontract to the County for their files.

F. The Supplier shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

G. The Supplier shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.

LOCAL SERVICES - LA County Only

For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.

VOLUME INCENTIVES:

A. A one half of a percent (0.5%) rebate on all purchases made in excess of one million dollars (\$1,000,000), retroactive to dollar one. Paid annually.

B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000),

retroactive to dollar one. Paid annually.

C. A one and one half percent (1.5%) rebate on all purchases made in excess of four million dollars (\$4,000,000), retroactive to dollar one. Paid annually.

SERVICES:

Pricing is a Not To Exceed Cost Plus 26%. Pricing will be determined by the size and scope of the project and level of Graybar's involvement. Graybar will provide a copy of the applicable invoices to verify compliance with the Not To Exceed benchmark. All pricing will be finalized with the Participating Public Agency prior to the issuance of any purchase order.

ADDITIONAL SERVICES AT NO COST:

Services with No Cost include, but are not limited to:

Shop Graybar,
eBusiness,
Graybar Smart Stock,
Inventory Management,
Graybar Building and Technology Specialists,
Contract Compliance,
Emergency Service,
Emergency Preparedness,
Mobility Solutions,
Municipal and Cooperative Utility Services

NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Supplier. This Master Agreement shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

NOTICE OF DELAYS

Except as otherwise provided under the Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the Master Agreement, that party shall, within two (2) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

NOTICE OF DISPUTES

The Supplier shall bring to the attention of the County any dispute between the County and the Supplier regarding the performance of services as stated in the Master Agreement.

The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.

CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES

Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.

Supplier shall be required to furnish to the County's Purchasing Agent/designee or requesting participating agency, monthly computer based usage reports of purchases separated by individual County departments or entity, and/or delivery locations, and employee purchases, listing quantities of separate items purchased and total dollars expended.

Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.

Supplier must provide any other usage reports that the County Purchasing Agent/designee or participating agencies may require for their internal controls including but not limited to Green Product consumption, HUB/DBE use, etc.

TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Supplier to maintain compliance with the requirements set forth in the Contractor's Warranty of Adherence to County's Child Support Compliance Program shall constitute default under the Master Agreement. Without limiting the rights and remedies available to the County under any other provision of the Master Agreement, failure of the Supplier to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate the Master Agreement pursuant to Termination for Default herein, and pursue debarment of the Supplier, pursuant to County Code Chapter 2.202.

TERMINATION FOR CONVENIENCE

The Master Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Such termination shall be effected by notice of termination to the Supplier specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective.

The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

A. After receipt of a notice of termination and except as otherwise directed by the County, the Supplier shall: Stop performance under the Master Agreement on the date and to the extent specified in such notice, and Complete performance of such part of the Master Agreement as shall not have been terminated by such notice.

B. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Supplier under the Master Agreement shall be maintained by the Supplier in accordance with paragraph 1.33.9 (Record Retention and Inspection/Audit Settlement) of this RFP.

TERMINATION FOR DEFAULT

The County may, by written notice to the Supplier, terminate the whole or any part of the Master Agreement, if, in the judgment of County's Purchasing Agent or designee:

Supplier has materially breached the Master Agreement; or

Supplier fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under the Master Agreement; or

Supplier fails to demonstrate a high probability of timely fulfillment of performance requirements under the

Master Agreement, or of any obligations of the Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- A. In the event that the County terminates the Master Agreement in whole or in part as provided herein, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated.
- B. The Supplier shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Supplier shall continue the performance of the Master Agreement to the extent not terminated under the provisions of this sub-paragraph.
- C. Except with respect to defaults of any Subcontractor, the Supplier shall not be liable for any such excess costs of the type identified herein if its failure to perform the Master Agreement arises out of causes beyond the control and without the fault or negligence of the Supplier. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Supplier. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Supplier and Subcontractor, and without the fault or negligence of either of them, the Supplier shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Supplier to meet the required performance schedule. As used in this paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.
- C. If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Supplier was not in default under the provisions herein, or that the default was excusable under the provisions, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience, as described herein.
- D. The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR IMPROPER CONSIDERATION

The County may, by written notice to the Supplier, immediately terminate the right of the Supplier to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by the Supplier, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Supplier's performance pursuant to the Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Supplier as it could pursue in the event of default by the Supplier.

- A. The Supplier shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

TERMINATION FOR INSOLVENCY

The County may terminate the Master Agreement in the event of the occurrence of any of the following:

- A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts

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for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Supplier is insolvent within the meaning of the Federal Bankruptcy Code;

B. The filing of a voluntary or involuntary petition regarding the Supplier under the Federal Bankruptcy Code; the appointment of a Receiver or Trustee for the Supplier; or the execution by the Supplier of a general assignment for the benefit of creditors.

The rights and remedies of the County provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

TERMINATION FOR NON APPROPRIATION OF FUNDS

Notwithstanding any other provision of the Master Agreement, the County shall not be obligated for the Supplier's performance hereunder or by any provision of the Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for use under the Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated, then the Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Supplier in writing of any such non-allocation of funds at the earliest possible date.

VALIDITY

If any provision of the Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of the Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

WAIVER

No waiver by the County of any breach of any provision of the Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of the Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Master Agreement.

WARRANTY AGAINST CONTINGENT FEES

The Supplier warrants that no person or selling agency has been employed or retained to solicit or secure the Master Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Supplier for the purpose of securing business. For breach of this warranty, the County shall have the right to terminate the Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

PARTICIPATING MUNICIPALITIES

Excluding any local awards, the County has designated U.S. Communities Government Purchasing Alliance (herein U.S. Communities) as the agency to provide administrative services related to purchases by other governmental entities (Participating Public Agencies) under the Master Agreement. At the County's sole discretion and option, and upon Supplier entering into the requisite U.S. Communities Administration Agreement, Participating Agencies may acquire products under the Master Agreement. Such acquisitions shall be at the prices stated in the Master Agreement, or lower.

The awarded Supplier(s) must deal directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment. The County is acting as

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Contracting Agent for the Participating Public Agencies and shall not be held liable for any costs, damages, etc. incurred by any other Participating Public Agency.

In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.

PRE-PRINTED TERMS AND CONDITIONS

Pre-printed terms and conditions/bidders contract documents. Bidders pre-printed terms and conditions or restrictions commonly appearing on the reverse side of letters submitted with the bid and/or bidders specifications material and contract documents will be disregarded in the absence of a positive written statement from Bidder and approved in writing by the County Purchasing Agent that all or a particular portion of such writings are in addition to or supersede the County terms and conditions.

RESERVATION

The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.

RETURN OF GOODS RECEIVED

In bidding, Proposer agrees to accept for full credit any merchandise returned in good condition within five days after receipt of goods without any handling charges; however, no return shall be made of any material which has been put into operation other than for test. When products delivered fail to meet specification, cost of inspection shall be for account of vendor.

CANCELLATION

Any agreement formulated from this inquiry may be cancelled by either party upon (ninety) 90 days written notice. The County may continue to place orders against said agreement until the effective date of such cancellation.

PRICING

Except as specifically noted herein, category product price proposals shall be firm, fixed prices for one year after the award for core list items and discount off manufacturer price list for all other items. In all cases, the County will reserve the right to reject any price increases during the terms of the Master Agreement. The County reserves the right to negotiate pricing and to add and delete items.

MASTER AGREEMENT TERM

The Master Agreement term shall be for a period of three (3) years from the date of award, with two (2) additional 12-month extension options which may be exercised at the sole discretion of the County.

PRICE ADJUSTMENTS

All price adjustment requests must be submitted no less than 60 days prior to implementation. All upward price adjustments must be supported by manufacturers letter(s) substantiating the requested increase, the percent increase and must be approved by County Purchasing Agent. Price decreases will be accepted any time during he contract period with 60 day notice.

SUBSTITUTION

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Products purchased as a result of any award made from this RFP are to be supplied as offered, and accepted without substitution of material or style, at the contract price. Any deviation must be approved in advance by the requisitioning agency official.

FREIGHT

Freight Prepaid and Allowed. All charges including, but not limited to, transportation, packing and installation, to any location, including desktop delivery within agency facilities, anywhere within Los Angeles County or any location in all 50 States, must be inclusive in the Supplier's price.

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The County of Los Angeles accepts your offer to furnish our requirements (and such requirements as may be ordered by cities and /or districts indicated herein) of the listed commodity, or service, as needed, subject to conditions of the stated quotation and as provided herein. All Purchase Agreements, Purchase Orders and Contracts will be deemed to be made and entered into the State of California under the constitution and laws of this state and are to be so construed.

PRICE GUARANTEE: Unless otherwise provided herein, prices are maximum for the period of this agreement. In the event of a price decline, or, should you at any time during the life of this agreement sell the same material or service under similar quantity and deliver conditions to the State of California, or legal district thereof, or to any county or Municipality within the State of California at prices below those stated herein, you will immediately extend such lower prices to the County of Los Angeles.

ATTENTION: VENDOR/DEPARTMENT - SPECIAL NOTE: County departments are not authorized to use this agreement as a purchasing source for products not specifically covered herein. Changes of items, equipment, or modifications to prices, specifications, or conditions, etc., of this agreement can be made only by the Purchasing Agent by issuance of official amendment and in accordance with properly authorized changes agreed upon prior to consummation.

Los Angeles County will not pay for items not listed below that have not been processed in accordance with the above paragraph. Vendor will incur payment problems.

County's Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not less than annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County's determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

CONTRACTOR RESPONSIBILITY AND DEBARMENT

1. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.
2. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 5 years, and terminate any or all existing contracts the Contractor may have with the County.
3. The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.
4. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is, the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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5. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

6. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.

PROHIBITION AGAINST USE OF CHILD LABOR

VENDOR shall:

1. Not knowingly sell or supply to COUNTY any products, goods, supplies or other personal property produced or manufactured in violation of child labor standards set by the International Labor Organizations through its 1973 Convention concerning Minimum Age for Employment.
2. Upon request by COUNTY, identify the country/countries of origin of any products, goods, supplies or other personal property bidder sells or supplies to COUNTY, and
3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.

Should COUNTY discover that any products, goods, supplies or other personal property sold or supplied by VENDOR to COUNTY are produced in violation of any international child labor conventions, VENDOR shall immediately provide an alternative, compliant source of supply.

Failure by VENDOR to comply with the provisions of this clause will be grounds for immediate cancellation of this Purchase Order or termination of this Agreement and award to an alternative vendor.

A. Jury Service Program.

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. This policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a Copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the county's satisfaction that Contractor either continues to remain outside of the Jury service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS

Vendors are entitled to receive payment for goods received by, or services provided to the county specific to the Contract or Purchase Order price amount. Under no circumstances will those Suppliers, Contractors or Vendors who supply goods or otherwise contract services with the County of Los Angeles be entitled to or paid for expenditures beyond the Contract or Purchase Order amounts. Vendors are prohibited from accepting prepayment for goods or services without the express written approval of the County Purchasing Agent.

ASSIGNMENT BY CONTRACTOR

A. Contractor shall not assign its rights or delegate its duties under the Agreement, or both whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by county to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Contractor, may have against county.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without county's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

13R-137 Contract Documents

The itemization of all the electrical products available under this contract with Graybar Electric Company is attached to the original contract on file in the office of the City Clerk.