



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **April 1, 2015**

RE: BLANKET ORDER # **B002674**

PRODUCT/SERVICE: **ELECTRICAL PRODUCTS AND
RELATED SERVICES AND SOLUTIONS**

**Graybar Electric Company V#283 9
Attn: John Hughes
1255 NW 21st St.
Pompano Beach, FL 33069**

Telephone Contact: **954-616-9829 (mobile)
954-633-6342 (office)**
Email: **john.hughes@graybar.com**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | |
|--|--------|
| <input type="checkbox"/> FORMAL BID # | |
| <input type="checkbox"/> INFORMAL BID # | DATED: |
| <input type="checkbox"/> RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> VERBAL QUOTATION PER | DATED: |
| <input type="checkbox"/> STATE OF FLORIDA CONTRACT # | DATED: |
| <input type="checkbox"/> BROWARD COUNTY BID # | |
| <input checked="" type="checkbox"/> OTHER: Piggyback U.S. Communities (County of Los Angeles RFP-IS-13255001Contract) | |

The term of this order is **4/1/2015** through **3/31/2016 (Initial one (1) year term)**

The estimated dollar value is **\$90,000.00 Resolution #R-2015 -**

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

NOTE: Prior to commencement of any work, certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured, must be forwarded to Procurement Services.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

c: All Departments, Divisions and Offices
Finance

LA County Bid - Notice of Intended Award - Solicitation RFP-IS-13255001

Basis of Award *

With limited exceptions, solicitations conducted under the statutory authority of the Purchasing Agent are price-based with the resultant award being made to the lowest, responsive, responsible bidder that fully meets and complies with all of the specifications and requirements of the solicitation.

*For this solicitation, the awarded vendor was selected based on the total points earned in accordance to the evaluation criteria set forth in RFP-IS-13255001.

This is a Notice of Intent to Award: Solicitation Number: RFP-IS-13255001

Title: Electrical Products – National Program

Total points of awarded vendor: 9,052

Intended Awarded Vendor: GraybaR

County of Los Angeles - Protest Policy

Pursuant to County Purchasing Policy M-1100, A bid protest may be filed by Vendors who submitted a bid response for the intended award information above. Information and procedures for filing a bid protest can be accessed from http://lacounty.info/doing_business/M-1100.pdf.

If you have any questions, or wish to file a protest please contact the Buyer: Ted Lo at 323-267-2207; or by email at ted.lo@isd.lacounty.gov.


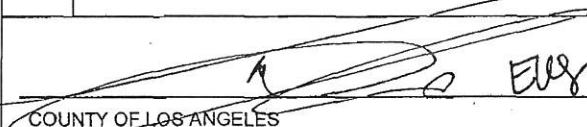
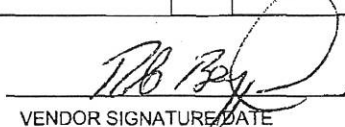
Thank You,
ISD/Purchasing Division


Ted Lo C.P.M. M.B.A.
Purchasing & Contracts Analyst II



"Satisfied Customers... Our Number One Goal"

1100 N. Eastern Ave. – Rm. G115
Los Angeles, CA 90063
Office: 323-267-2207
Fax: 323-415-8662
Email: ted.lo@isd.lacounty.gov
Bid Website: <http://camisvr.co.la.ca.us/lacobids>

TERM CONTRACT AWARD				CONTRACT NO: MA-IS-1340234-4		VERSION DATE
INTERNAL SERVICES DEPARTMENT				PROCUREMENT FOLDER: 453245		
<div style="border: 1px solid black; padding: 5px;"> <p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE</p> <p>INDUSTRY CA 91789</p> </div>				BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov		
				VENDOR NO: 501079 CONTACT: JEFF PESKUSKI PHONE: 630-640-4905		
				FISCAL YEAR: 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 %	
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  COUNTY OF LOS ANGELES </div> <div style="text-align: center;">  VENDOR SIGNATURE </div> <div style="text-align: center;"> Date: <u>April 29, 2011</u> </div> </div>						

TERM CONTRACT AWARD				CONTRACT NO: MA-IS-1340234-4		VERSION DATE
INTERNAL SERVICES DEPARTMENT				PROCUREMENT FOLDER: 453245		
<div style="border: 1px solid black; padding: 10px; margin: 10px;"> <p>GRAYBAR ELECTRIC COMPANY 383 SOUTH CHERYL LANE</p> <p>INDUSTRY CA 91789</p> </div>				BUYER: Theodore Lo PHONE: 323-267-2207 EMAIL: ted.lo@isd.lacounty.gov		
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Electrical Products - US Comm						
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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 %	
<div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div> <hr style="width: 40%;"/> <p>COUNTY OF LOS ANGELES</p> </div> <div> <hr style="width: 40%;"/> <p>VENDOR SIGNATURE/DATE</p> </div> </div>						

PRICE SHEET		TERM CONTRACT AWARD			
		CONTRACT NO: MA-IS-1340234-4			
					PAGE 2
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	0.000		CATALOG	7.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
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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			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
13	<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	13.0000 %
14	<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	15.0000 %
15	<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	16.0000 %
16	<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	18.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1340234-4					PAGE 5
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 %

PRICE SHEET		TERM CONTRACT AWARD			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
22	<p>INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>0.000</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	24.0000 %
23	<p>COMMODITY CODE: 285-93-00-047498</p> <p>0.000</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	25.0000 %
24	<p>COMMODITY CODE: 285-93-00-047498</p> <p>0.000</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	26.0000 %
25	<p>COMMODITY CODE: 285-93-00-047498</p> <p>0.000</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND DISCOUNT INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog</p>	0.000		CATALOG	27.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
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 %

PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1340234-4					PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
31	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 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 %

PRICE SHEET			TERM CONTRACT AWARD		
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					PAGE 10
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
40	<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	43.0000 %
41	<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	44.0000 %
42	<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	45.0000 %
43	<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	46.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1340234-4					PAGE 11
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 %

PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1340234-4					PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
49	INFORMATION PLEASE SEE CATALOG ATTACHMENT. catalog 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 %

PRICE SHEET		TERM CONTRACT AWARD			
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					PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
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 %

PRICE SHEET		TERM CONTRACT AWARD			
CONTRACT NO: MA-IS-1340234-4					PAGE 14
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 %

PRICE SHEET		TERM CONTRACT AWARD			
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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
67	<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	71.0000 %
68	<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	72.0000 %
69	<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	73.0000 %
70	<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	74.0000 %

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

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
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	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
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>	0.000		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 %
87	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	18.0000 %
88	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings</p>	0.000		COST-PLUS	19.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
89	<p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p> <p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	21.0000 %
90	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	22.0000 %
91	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings</p> <p>FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog</p>	0.000		COST-PLUS	23.0000 %

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
92	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	26.0000 %
93	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS AND SUPPLIES - Wire & Cable and Conduit, Channel & Fittings FOR SUPPLIERS, ELECTRICAL ITEMS AND COST PLUS INFORMATION PLEASE SEE ATTACHMENT SPREADSHEET FOR THIS LINE. catalog	0.000		COST-PLUS	30.0000 %

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<p>Terms & Conditions in accordance with RFP-IS-13255001.</p> <p>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.</p> <p>SUBCONTRACTING</p> <p>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.</p> <p>A. If the Supplier desires to subcontract, the Supplier shall provide the following information promptly to the County:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>H. The Supplier shall ensure delivery of all such documents before any Subcontractor employee may perform any work hereunder.</p> <p>LOCAL SERVICES - LA County Only For local awards, services will excluded from any resulting agreements. Only products will be included for local agreements.</p> <p>VOLUME INCENTIVES:</p> <p>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.</p> <p>B. A one percent (1.0%) rebate on all purchases made in excess of two million dollars (\$2,000,000),</p>	

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<p>retroactive to dollar one. Paid annually.</p> <p>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.</p> <p>SERVICES:</p> <p>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.</p> <p>ADDITIONAL SERVICES AT NO COST:</p> <p>Services with No Cost include, but are not limited to:</p> <ul style="list-style-type: none"> 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 <p>NON EXCLUSIVITY</p> <p>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.</p> <p>NOTICE OF DELAYS</p> <p>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.</p> <p>NOTICE OF DISPUTES</p> <p>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.</p> <p>The County Purchasing Agent and/or his designee shall make the sole determination regarding the disposition and resolution of the dispute.</p> <p>CONSUMPTION REPORTS/ITEM NUMBERS/PURCHASES</p>	

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<p>Each County department or participating agency is to be assigned a customer number to be used in identifying each sale and proper billing address.</p> <p>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.</p> <p>Usage reports listing items in alphabetical order and descending dollar volume order must also be provided upon request.</p> <p>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.</p> <p>TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM</p> <p>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.</p> <p>TERMINATION FOR CONVENIENCE</p> <p>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.</p> <p>The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.</p> <p>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.</p> <p>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.</p> <p>TERMINATION FOR DEFAULT</p> <p>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:</p> <ul style="list-style-type: none"> 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 	

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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>TERMINATION FOR IMPROPER CONSIDERATION</p> <p>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.</p> <p>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.</p> <p>B. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.</p> <p>TERMINATION FOR INSOLVENCY</p> <p>The County may terminate the Master Agreement in the event of the occurrence of any of the following:</p> <p>A. Insolvency of the Supplier. The Supplier shall be deemed to be insolvent if it has ceased to pay its debts</p>	

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<p>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;</p> <p>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.</p> <p>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.</p> <p>TERMINATION FOR NON APPROPRIATION OF FUNDS</p> <p>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.</p> <p>VALIDITY</p> <p>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.</p> <p>WAIVER</p> <p>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.</p> <p>WARRANTY AGAINST CONTINGENT FEES</p> <p>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.</p> <p>PARTICIPATING MUNICIPALITIES</p> <p>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.</p> <p>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</p>	

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<p>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.</p> <p>In no event shall the County be considered a dealer, remarketer, agent or representative of the Supplier.</p> <p>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.</p> <p>RESERVATION The County of Los Angeles reserves the right to bid individual large requirements when deemed in the best interests of the County.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>SUBSTITUTION</p>	

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<p>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.</p> <p>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.</p> <p>Amendment #1 Corrected quantity on lines 84 and 85 and changed to zero. Everything else remains the same.</p> <p>Amendment #2 Added line 87 to 93 for Wire & Cable and Conduit and Channel fittings cost plus. Everything else remains the same.</p> <p>Amendment #3 Changed contact name from Dan to Jeff Peskuski. Everything else remains the same.</p>	

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<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p style="text-align: center;">CONTRACTOR RESPONSIBILITY AND DEBARMENT</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	

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<p>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.</p> <p>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.</p> <p>7. These terms shall also apply to (subcontractors/subconsultants) of County Contractors.</p> <p style="text-align: center;">PROHIBITION AGAINST USE OF CHILD LABOR</p> <p>VENDOR shall:</p> <p>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.</p> <p>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</p> <p>3. Upon request by COUNTY, provide to COUNTY the manufacturer's certification of compliance with all international child labor conventions.</p> <p>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.</p> <p>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.</p> <p>A. Jury Service Program.</p> <p>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.</p> <p>B. Written Employee Jury Service policy.</p> <p>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.</p>	

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<p>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.</p> <p>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.</p> <p>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.</p>	
<p style="text-align: center;">PRICE SPECIFIC CONTRACTS AND PURCHASE ORDERS</p> <p>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.</p>	
<p style="text-align: center;">ASSIGNMENT BY CONTRACTOR</p> <p>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.</p> <p>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.</p> <p>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.</p>	