

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B7400362

PRINT DATE: 04/11/17

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:

GRAYBAR ELECTRIC COMPANY INC
3701 E MONUMENT ST

BALTIMORE, MD
() -

21205-2910

REFER QUESTIONS TO:

LISA FORTUNE MCDONALD
(410) 767-4084
LISA.MCDONALD@MARYLAND.GOV

ITB:

EXPR DATE: 03/31/18
POST DATE: 03/20/17

DISCOUNT TERMS: .
CONTRACT AMOUNT:

NET 30 DAY
.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT - ELECTRICAL SUPPLIES

FOR ANY QUESTIONS REGARDING CONTRACT TERMS, PLEASE CONTACT:

CONTACT NAME: JEFFREY FERGUSON
CONTACT NUMBER: 443-573-3127 (OFFICE)
CONTACT EMAIL: JEFFREY.FERGUSON@GRAYBAR.COM

FOR ORDERS:

VENDOR NAME: JESSICA TAMBOURINE
VENDOR NUMBER: 443-573-3122 (OFFICE)/ 410-342-7153 (FAX)
VENDOR EMAIL: JESSICA.TAMBOURINE@GRAYBAR.COM

VENDOR TO SUPPLY ELECTRICAL SUPPLIES ACCORDING TO THE US COMMUNITIES MASTER CONTRACT NUMBER MA-IS-1140130-5, WITH THE COUNTY OF LOS ANGELES.

CONTRACT PERIOD: DATE OF AWARD THROUGH MARCH 31, 2018
SAME TERMS, CONDITIONS, AND PRICES.

THERE IS AN OPTION TO RENEWAL THIS CONTRACT FOR ONE ADDITIONAL YEAR
AN MBE GOAL OF 2% HAS BEEN ESTABLISHED FOR THIS PROCUREMENT. THE CONTRACTOR SHALL STRUCTURE ITS PROCEDURES FOR THE PERFORMANCE OF THE WORK REQUIRED IN THIS CONTRACT TO ATTEMPT TO ACHIEVE THE MINORITY BUSINESS ENTERPRISE (MBE) GOAL STATED IN THIS PARTICIPATING ADDENDUM. MBE PERFORMANCE SHALL BE IN ACCORDANCE AS AUTHORIZED BY MINORITY BUSINESS ENTER

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TERMS (cont'd):

PRISE POLICIES AS SET FORTH BY 21.11.03 OF THE CODE OF MARYLAND REGULATIONS (COMAR). ACCORDINGLY, THE CONTRACTOR AGREES TO EXERCISE ALL GOOD FAITH EFFORTS TO CARRY OUT THE REQUIREMENTS AND SHALL DOCUMENT THESE EFFORTS BY COMPLETING ATTACHMENT "B" AND ATTACHMENT "C," ATTACHED HERE TO AND INCORPORATED BY REFERENCE.

CONTRACT RESTRICTIONS: VENDOR MAY NOT PROVIDE ANY PRODUCTS THAT ARE ALREADY BEING SUPPLIED UNDER A CURRENT BLANKET CONTRACT WITH THE DEPARTMENT OF GENERAL SERVICES. ONCE THOSE CONTRACTS EXPIRE, INCLUDING ANY RENEWAL OPTIONS, GRAYBAR ELECTRICAL, INC. MAY THEN SUPPLY THESE PRODUCTS AT THE DISCOUNTED PRICES AS INDICATED UNDER THIS AGREEMENT.

FOR LINE ITEM PRICING:
WWW.SHOPGRAYBAR.COM

WARRANTY:

CONTRACTOR WARRANTS THAT ALL GOODS SOLD ARE FREE OF ANY SECURITY INTEREST AND WILL MAKE AVAILABLE TO STATE ALL TRANSFERABLE WARRANTIES (INCLUDING WITHOUT LIMITATION WARRANTIES WITH RESPECT TO INTELLECTUAL PROPERTY INFRINGEMENT) MADE TO CONTRACTOR BY THE MANUFACTURER OF THE GOODS. CONTRACTOR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED

IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR.

PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH 1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR 2) IN A HEALTHCARE SITUATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.

STATE'S REMEDIES UNDER THIS AGREEMENT ARE SUBJECT TO ANY LIMITATIONS CONTAINED IN MANUFACTURER'S TERMS AND CONDITIONS TO CONTRACTOR, A COPY OF WHICH WILL BE FURNISHED UPON WRITTEN REQUEST. CONTRACTOR'S LIABILITY SHALL BE LIMITED TO EITHER REPAIR OR REPLACEMENT OF THE GOODS OR REFUND OF THE PURCHASE PRICE, ALL AT CONTRACTOR'S OPTION.

CHANGES:

THE STATE AND GRAYBAR, INC. HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE US COMMODITIES MASTER AGREEMENT NUMBER MA-IS-1140130-5 WITH THE COUNTY OF LOS ANGELES, THE TERMS OF THE

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TERMS (cont'd):

MARYLAND TERMS AND CONDITIONS FOR CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN THE US COMMODITIES MASTER AGREEMENT MA-IS-1140130-5.

SUSTAINABILITY:

MARYLAND IS CONTINUALLY SEEKING WAYS TO CONSERVE ENERGY AND PRESERVE THE ENVIRONMENT. FOR THE STATE, CONSERVING ENERGY CAN ALSO RESULT IN SUBSTANTIAL COST SAVINGS. MINIMIZING THE ENVIRONMENTAL IMPACT ASSOCIATED WITH MANUFACTURING, USING, AND DISPOSING OF EQUIPMENT AND RELATED CONSUMABLES IS A BENEFIT FOR ALL MARYLAND CITIZENS.

INDOOR LIGHTING LAMPS AND FIXTURES

ALL ELECTRIC LIGHT BULBS, LAMPS, BALLASTS AND FIXTURES PURCHASED BY STATE AGENCIES SHOULD BE ENERGY STAR®-QUALIFIED.

STATE AGENCIES SHOULD NOT PURCHASE AN INCANDESCENT LIGHT BULB IF A LIGHT-EMITTING DIODE (LED) OR COMPACT FLUORESCENT (CFL) BULB IS AVAILABLE THAT PROVIDES SUFFICIENT LUMENS AND IS OF AN APPROPRIATE SIZE FOR THE INTENDED APPLICATION. INSTEAD OF PURCHASING INCANDESCENT OR FLUORESCENT REPLACEMENT LAMPS FOR A FIXTURE SUCH AS AN EXIT SIGN OR NIGHT LIGHT THAT IS IN CONSTANT OR NEARLY-CONSTANT USE, AGENCIES SHOULD PURCHASE AND INSTALL A REPLACEMENT LED FIXTURE.

STATE AGENCIES SHOULD PURCHASE ONLY ELECTRONIC BALLASTS. STATE AGENCIES SHOULD NOT PURCHASE MAGNETIC BALLASTS OR PREHEAT STARTERS. INSTEAD OF PURCHASING REPLACEMENT T12 FLUORESCENT LAMP TUBES, STATE AGENCIES SHOULD CONSIDER REPLACING THE T12 FIXTURES WITH T5 (PREFERRED) OR T8 FIXTURES.

PROHIBITED PRODUCTS:

WHERE ENERGY STAR®-QUALIFIED, FEMP-DESIGNATED, AND/OR NEMA PREMIUM® LABELED PRODUCTS ARE AVAILABLE, SIMILAR PRODUCTS THAT MEET ALL OTHER SPECIFICATIONS BUT DO NOT MEET THESE STANDARDS SHALL NOT BE PROVIDED ON THIS CONTRACT AND THE ENERGY STAR®-QUALIFIED, FEMP-DESIGNATED, AND/OR NEMA PREMIUM® LABELED PRODUCT OFFERED IN ITS PLACE.

THE FOLLOWING TYPES OF LAMPS SHALL NOT BE PROVIDED ON THIS CONTRACT DUE TO THEIR LOW ENERGY EFFICIENCY AND/OR POOR LIGHT QUALITY ISSUES: INCANDESCENT EXIT SIGN LAMPS, STANDARD INCANDESCENT LAMPS, WHICH CAN BE REPLACED WITH OTHER MORE ENERGY EFFICIENT TECHNOLOGIES SUCH AS LEDS, CFLS AND HIGH-EFFICIENCY HALOGENS. & MERCURY-VAPOR HID LAMPS.

THE FOLLOWING TYPES OF BALLASTS SHALL NOT BE PROVIDED ON THIS CONTRACT DUE TO THEIR POOR ENERGY EFFICIENCY, POOR LIGHT QUALITY AND/OR OTHER ENVIRONMENTAL OR HEALTH CONCERNS:

MERCURY VAPOR (ALL) METAL HALIDE (PROBE-START FOR 150-500 WATT LAMPS)

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TERMS (cont'd):

MAGNETIC T12 AND T9 CIRCULAR (ALL) 2 PIN (MAGNETIC) FLUORESCENT (ALL)
PREHEAT (MAGNETIC) FLUORESCENT (ALL)

REPORTING REQUIREMENTS: CONTRACTOR SHALL PROVIDE A QUARTERLY ELECTRONIC CONTRACT USAGE REPORT IN EXCEL FORMAT TO THE DGS PROCUREMENT OFFICER. THE REPORT SHALL INCLUDE AT A MINIMUM: IDENTIFICATION OF THE AGENCIES USING THE CONTRACT, TOTAL COST OF ALL INVOICED PURCHASES FOR EACH STATE AGENCY, ITEMIZED LIST, AND TOTAL COST BY STATE AGENCY, OF ENERGY STAR®-QUALIFIED, FEMP-DESIGNATED, AND/OR NE MA PREMIUM® LABELED INVOICED PURCHASES, INCLUDING WHICH STANDARD(S) APPLY, ITEMIZED LIST, AND TOTAL COST BY STATE AGENCY, OF INVOICED PURCHASES THAT ARE MADE FROM RECYCLED CONTENT.

PROCESSING FEE:

1. CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROGRAM MANAGER, LISA MCDONALD AT LISA.MCDONALD@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV. AS WELL AS TO THE EMARYLAND MARKETPLACE COORDINATOR, CATHY MARZOLA AT DGS.EMARYLAND@MARYLAND.GOV.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE AND/OR BIODEGRADABLE MATERIALS.

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MISCELLANEOUS ELECTRICAL SUPPLIES

ELECTRICAL SUPPLIES: PRICES BASED ON US COMMUNITIES GOVERNMENT
PURCHASING ALLIANCE (USCGPA) MASTER PRICE AGREEMENT #MA-IS-11401350-5
ELECTRICAL SUPPLIES - BETWEEN GRAYBAR AND THE COUNTY OF LOS ANGELES

END OF ITEM LIST

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AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE