

TERM CONTRACT AWARD



CONTRACT NO:
MA-IS-43272-1

INTERNAL SERVICES DEPARTMENT

PROCUREMENT FOLDER: 10920

GRAYBAR ELECTRIC COMPANY
383 SOUTH CHERYL LANE

INDUSTRY, CA 91789

BUYER: Theodore Lo
PHONE: 323-267-2288
EMAIL: ted.lo@isd.lacounty.gov

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

DATE PRINTED: 01/17/2008
FISCAL YEAR:
EFFECTIVE DATE: 02/01/08
EXPIRATION DATE: 01/31/11

ELECTRICAL PRODUCTS

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
1	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS: Ceiling Fans: Hunter Products Lamps, Projection type: GE Wiring Devices, Plugs & Connectors: Erickson Motors: Fasco Pricing is discount off of current Manufacturer's price list.	0.000		DISCOUNT	3.0000 %
2	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS: Fasteners Fasteners: Allied Bolt Pricing is discount off of current Manufacturer's price list.	0.000		DISCOUNT	4.0000 %
3	COMMODITY CODE: 285-93-00-047498 ELECTRICAL PRODUCTS: Tools & Testers: Greenlee Wiring Devices-Cord Grips: Woodhead Tools & Testers (accessories): Black & Decker/Dewalt	0.000		DISCOUNT	5.0000 %

COUNTY OF LOS ANGELES

VENDOR SIGNATURE/DATE

[Handwritten Signature] 1/28/08 *[Handwritten Signature]* 1/28/08

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AGREEMENT PERIOD: 2/1/08 THRU 1/31/11

RENEWABLE FOR (2) ADDITIONAL ONE YEAR PERIODS BY MUTUAL
CONSENT OF VENDOR AND THE COUNTY OF LOS ANGELES.

PAYMENT TERMS: NET 30 DAYS

SHIPPING: FOB DESTINATION-FREIGHT PREPAID AND ALLOWED
DELIVERY: 24 -48 HRS STOCK MATERIALS
NON-STOCK-MANUFACTURER'S LEAD TIME

TECHNICAL ASSISTANCE OR TO PLACE ORDERS:

TECH ASST: BEN HERNANDEZ @ (909) 451-4300

ORDER CONTACT: DAN TRISTAN @ (909) 451-4600

FAX: (909) 451-4699

VENDOR'S CONTRACT ADMINISTRATOR: JEFF M. COOK 314-573-9200

PRICE GUARANTEE:

PRICES WILL BE BASED ON TRADE DISCOUNTS FROM CURRENT
MANUFACTURER'S OR OTHER PUBLISHED PRICE LISTS AS STATED HEREIN.
IF MANUFACTURER'S PRICE LIST OR DISCOUNT STRUCTURE CHANGES,
VENDOR SHALL NOTIFY THE COUNTY OF LOS ANGELES PURCHASING DEPT.
IN WRITING IMMEDIATELY, IDENTIFYING AGREEMENT BY NUMBER AND LINE
NO. OF ITEM/PRICE LIST AFFECTED. VENDOR SHALL FURNISH (2) COPIES
OF THE NEW PRICE LIST AND/OR ACCEPTABLE EVIDENCE OF CHANGE IN
MANUFACTURER'S DISCOUNT STRUCTURE.

IT SHALL BE THE VENDOR'S RESPONSIBILITY TO KEEP THE COUNTY OF
LOS ANGELES INFORMED OF CHANGES.

NOTIFICATION SHALL BE ADDRESSED AND DELIVERED TO:

COUNTY OF LOS ANGELES

ISD PURCHASING DIVISION

ATTN: ELECTRICAL BUYER

1100 N. EASTERN AVENUE, ROOM G115

LOS ANGELES, CA 90063

IMPORTANT NOTE: REVISIONS SHALL BE EFFECTIVE SEVEN (7) DAYS AFTER
SUCH NOTIFICATION AND RECEIPT THEREOF. UPWARD REVISIONS SHALL BE
SUBJECT TO ACCEPTANCE BY THE COUNTY OF LOS ANGELES.

NON EXCLUSIVE AGREEMENT:

THIS AGREEMENT IS NON-EXCLUSIVE. THE COUNTY RESERVES THE RIGHT
TO HAVE MULTIPLE AGREEMENTS FOR ITEMS LISTED HEREIN.

ALL TERMS AND CONDITIONS STATED IN INVITATION FOR BID #229796
ARE TO BE CONSIDERED AN INTEGRAL PART OF THIS AGREEMENT.

GUIDELINES FOR COUNTY DEPARTMENTS ON THE USE OF
MASTER AGREEMENTS FOR ELECTRICAL PRODUCTS.

APPLICABLE TO THE FOLLOWING MASTER
ELECTRICAL PRODUCTS AGREEMENTS:

Reserved for new local agreements

1. COUNTY DEPARTMENTS ARE NOT AUTHORIZED TO USE THESE AGREEMENTS AS A PURCHASING SOURCE FOR PRODUCTS NOT SPECIFICALLY COVERED HEREIN.
2. DEPARTMENTS MUST COMPARE PRICING WITH A MINIMUM OF THREE (3) MASTER AGREEMENT VENDORS WHEN PLACING ROUTINE ORDERS SUCH AS TO REPLENISH STOCK.
3. IN THE EVENT OF AN EMERGENCY OR WHEN DELAYS WOULD CAUSE EXTREME HARDSHIP, THE NEED TO COMPARE PRICING IS WAIVED. DEPARTMENTS ARE AUTHORIZED TO PURCHASE FROM THE MASTER AGREEMENT VENDOR THAT BEST MEETS DEPARTMENTAL NEEDS BASED ON FACTORS SUCH AS STOCK AVAILABILITY, PICK-UP LOCATION, PRODUCT ACCEPTABILITY, PRICING, ETC.
4. IT IS THE RESPONSIBILITY OF THE ORDERING DEPARTMENTS TO ENSURE THAT ALL PURCHASES ARE PRICED IN ACCORDANCE WITH THE AGREEMENT TERMS AND CONDITIONS. AGREEMENT VENDORS WILL PROVIDE A COPY OF MANUFACTURER'S PRICE LISTS UPON REQUEST. CONTACT ISD PURCHASING IF YOU HAVE ANY QUESTIONS.

PARTICIPATING PUBLIC AGENCIES:

THE COUNTY HAS DESIGNATED U.S. COMMUNITIES PURCHASING AND FINANCE AGENCY (U.S. COMMUNITIES) AS THE AGENCY TO PROVIDE ADMINISTRATIVE SERVICES RELATED TO PURCHASES BY OTHER GOVERNMENTAL ENTITIES (PARTICIPATING PUBLIC AGENCIES) UNDER THIS AGREEMENT.

AT COUNTY'S SOLE DISCRETION AND OPTION AND UPON VENDOR ENTERING INTO THE REQUISITE U.S. COMMUNITIES ADMINISTRATION AGREEMENT, PARTICIPATING PUBLIC AGENCIES MAY ACQUIRE ITEMS LISTED IN THIS AGREEMENT. SUCH ACQUISITION(S) SHALL BE AT THE PRICES STATED IN THIS AGREEMENT, OR LOWER.

IN NO EVENT SHALL THE COUNTY OF LOS ANGELES BE CONSIDERED A DEALER, REMARKETER, AGENT OR OTHER REPRESENTATIVE OF VENDOR.

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VENDOR AND COUNTY RECOGNIZE THAT FROM TIME TO TIME VENDOR'S REASONABLE ASSISTANCE MAY FACILITATE AND EXPEDITE A PRESENTATION BY THE COUNTY AND/OR U.S. COMMUNITIES TO ANY ENTITY. SUCH ASSISTANCE SHALL BE PROVIDED, AT NO COST, BY VENDOR UPON THE, WRITTEN REQUEST OF THE COUNTY OF LOS ANGELES AND/OR U.S. COMMUNITIES.

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.

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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.