



KingCounty

**Finance and Business Operations Division
Procurement and Contracts Services Section
Department of Executive Services**

CNK-ES-0340 206-263-9400 Ph
3rd Floor 206-296-7676 Fax
401 5th Avenue TTY Relay: 771
SEATTLE, WA 98104 www.kingcounty.gov

CONTRACTOR:
CONSOLIDATED ELECTRICAL DISTRIBUTORS INC
6409 S 194TH ST

KENT, WA 98032 United States
Fax: (253) 8937296

SHIP TO:
KC DES FBOD PCSS GOODS AND SERVICES
401 5TH AVE, CNK-ES-0340
SEATTLE, WA 98104

BILL TO:
KC DES FBOD ACCOUNTS PAYABLES
401 5TH AVE, CNK-ES-0320
SEATTLE, WA 98104

CONTRACT

CONTRACT NO. 476181	REVISION 1	PAGE 1 of 1
CREATION DATE 01-JAN-2012	BUYER MARY SCHUMACHER	
DATE OF REVISION 30-JUL-2012	BUYER MARY SCHUMACHER	

CONTRACTOR NO	PAYMENT TERMS	FREIGHT TERMS	FOB	SHIP VIA	CONFIRM TO
4343	3%30DAYS/NET30DA YS	Paid	DESTINATION	Seller Chooses	JOHN WHITSEL Telephone: (253) 893-7333

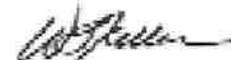
DESCRIPTION

Change order #2 is issued to extend the contract for furnishing electrical supplies as requested by authorized King County Agencies, Departments and Divisions during the period August 1, 2012 through July 31, 2014 in accordance with Washington State Contract No. 02908,

Estimated annual contract value: \$100,000.00

This is not the authority for ordering specific goods and services. Individual standard purchase orders, with unique purchase order numbers, referencing this contract, will be issued that provide the authority for ordering.

All invoices must reference the individual standard purchase order number, and not the contract agreement number, to avoid delay in payment.



Authorized Signature



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electrical supplies



Contract#: 02908 **Replaces:** 07400

variety of electrical supplies such as wiring, breakers, connectors, etc by various mfgs like GE Electric

breakers connectors wiring copper aluminum rigid conduit emt conduit load centers molded circuit breaker switch gear gears steel conduit fittings fitting control die cast conduit pvc conduit motor controls lighting fixtures incandescent fluorescent hid Cutler Hammer General Electric ITE Square D T & B Arlington Cooper Crouse Hinds Appleton OZ Gedney Steel City AFC Bridgeport wiring devices Allen Bradley Leviton Hubbel Bryant Pass & Seymour CED 02908 7400

Current Term Start Date: 08-01-2010 **Award Date:** 07-31-2008 **Est. Annual Worth:** \$3,747,433

Current Term Ends On: 07-31-2014 **Final Term Ends On:** 08-01-2014

Diversity: 0% WBE 0% MBE **# of Bids Received:** 3

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

Washington State agencies
 Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
 Participating Colleges, Universities, Community & Technical Colleges
 Oregon Coop Members

Contract Documents & Resources

[View Current Contract Information \(CCI\)](#) [Contract Activity](#)
[Solicitation Results Summary \(Bid Tab\)](#) [Submit Contractor Feedback](#)
[Best-buy Notification](#)

Contractor(s):

CONSOLIDATED ELECTRICAL DISTRIBUTORS

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

Performance Based Contracting:

Performance-based contracts identify expected deliverables, performance measures or outcomes; and payment is contingent on their successful delivery. Performance-based contracts also use appropriate techniques, which may include but are not limited to, consequences and/or incentives to ensure that agreed upon value to the state is received.



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VENDOR:
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 KENT, WA 98032

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BILL TO
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 SEATTLE, WA 98104
 United States

Purchase Order		
PURCHASE ORDER NO.	REVISION	PAGE
476181	1	1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
18-MAY-10	J, Jungnitz	
DATE OF REVISION	BUYER	
20-JUL-10	J Jungnitz	

CUSTOMER ACCT #	VENDOR NO. 6471	PAYMENT TERMS 3%30DAYS/NET30DAYS	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE (253) 893-7333	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	<p>CHANGE ORDER NO. 1 (07/20/10)</p> <p>THIS CHANGE ORDER IS ISSUED TO EXTEND THE CONTRACT FOR FURNISHING ELECTRICAL SUPPLIES AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS DURING THE PERIOD MAY 18, 2010 THROUGH JULY 31, 2010, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NO. 02908 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>THIS IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p>						1

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.	Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.	ACCEPTANCE: This purchase order expressly limits acceptance to the terms and conditions stated herein.	TOTAL <i>DR Leach</i> Authorized signature
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VENDOR:

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SHIP TO

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United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
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SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
476181	1	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
18-MAY-10	J, Jungnitz	
DATE OF REVISION	BUYER	
20-JUL-10	J Jungnitz	

CUSTOMER ACCT #	VENDOR NO.	PAYMENT TERMS	FREIGHT TERMS	F.O.B.	SHIP VIA
	6471	3*30DAYS/NET30DAYS	Paid	Destination	SELLER CHOOSES

CONFIRM TO / TELEPHONE	REQUESTOR / DELIVER TO
(253) 893-7333	

LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T
	Purchase Agreement Effective From: 18-MAY-10 To: 31-JUL-12	Amount Agreed:					

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Leach
Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless otherwise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.

#02908
Electrical Supplies (Statewide)

State of Washington
Current Contract Information

Revision Date: June 19, 2010

Effective Date: August 01, 2010

Contract number:	02908 (replaces 07400)	Commodity code:	5975-V01
Contract title:	Electrical Supplies Services Statewide		
Purpose:	To extend contract for an additional twenty four (24) months.		
Present Term:	August 01, 2010	through:	July 31, 2012
For use by:	All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).		
Contract type:	For those categories in the price sheet that list manufacturers, only those manufacturers can be purchased using this contract Customers with a specific manufacturer need, that is not included in the electrical supply categories specified in this contract, may use their purchase authority to otherwise purchase those manufacturer's products.		
Scope of contract:	This contract is awarded to <u>One</u> contractor.		
Contractor :	CED Inc. (dba: All-Phase Electrical Supply)		
Contract Administrator:	Arthur Van Gelder	Alternate Contact:	John Sande
Phone:	(206) 706-4929		(360) 923-2345
FAX:	(206) 783-8572		(360) 459-9750
Email:	CEDAVG@aol.com		jsande@cedlacey.com
Website Address:	www.cednw.com		
Products available:	<u>Electrical Items</u>		
Ordering information:	See Page 2		
Ordering procedures:	See Page 2		
Contracts Specialist:	David Scott	Alternate Contact:	Christine Schoepfer
Phone Number:	(360) 902-7416	Phone Number:	(360) 902-7193
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	dscott@GA.WA.GOV	Email:	cschoep@ga.wa.gov

Visit our Internet site: <http://www.ga.wa.gov/purchase>

#02908

Electrical Supplies (Statewide)

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Rush Orders: Phone number for placement of "rush orders" outside of normal work hours: (206) 782-5617.

Contract exclusions: **Specific reason(s) when not to use the contract:** For those manufacturers that CED is not manufacturer authorized to supply, state purchasers may use their General Authority G4.g to sole source purchase specific OEM component parts as needed for OEM repairs only.
For purchases more than \$100,000, agencies may bid out their materials and are not required to use the contract.

Special notes: All discounts are taken from the Trade Service (ESPD) or IDW Latest Version.

Related product Lamps & Ballasts, contract #08596, WSCA Industrial Supplies & Equipment,

Contracts: Contract #11305.

Payment address: CED; PO Box 5580, Kent, WA 98064

Order placement address: See Appendix F

Minimum orders: None

Expediting charges None

Restocking Fee No restocking fee for standard stock items or for items that were delivered in error by CED. For non stock items, restocking fee would be subject to factory policy.

Delivery time: 2 days After Receipt of Order (ARO) for stock items

Payment terms: 3 % net 30 days

Purchasing Cards: Visa or MasterCard

Freight: Prepaid and included in unit pricing

Contract pricing: See Appendix B Price Sheets

Term worth: \$15,000,000.00/2 years (estimated)

Current participation: \$0.00 MBE \$0.00 WBE \$0.00 OTHER \$0.00 EXEMPT
 MBE 0% WBE 0% OTHER 0% EXEMPT 0%

Recovered material : None

Shipping destination:

Terms of Sale	Responsibility for Freight Cost and Transit Risk
<i>F.O.B. Destination, freight prepaid and included</i>	<i>Seller - Pays freight charges</i> <i>Seller - Bears freight charges</i> <i>Seller - Owns goods in transit</i> <i>Seller - Files claims (if any)</i>



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United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
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SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO. 476181	REVISION 0	PAGE 1
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE 18-MAY-10	BUYER J Jungnitz	
DATE OF REVISION	BUYER	

CUSTOMER ACCT#	VENDOR NO. 6471	PAYMENT TERMS 3%30DAYS/NET30DAYS	FREIGHT TERMS Paid	F.O.B. Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE (253) 893-7333	REQUESTOR / DELIVER TO
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LINE	PART NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	1
	<p>FURNISH ELECTRICAL SUPPLIES AS REQUESTED BY AUTHORIZED KING COUNTY AGENCIES, DEPARTMENTS AND DIVISIONS DURING THE PERIOD MAY 18, 2010 THROUGH JULY 31, 2010, IN ACCORDANCE WITH WASHINGTON STATE CONTRACT NO. 02908 INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN.</p> <p>THIS IS NOT THE AUTHORITY FOR ORDERING SPECIFIC GOODS AND SERVICES. INDIVIDUAL STANDARD PURCHASE ORDERS, WITH UNIQUE PURCHASE ORDER NUMBERS, REFERENCING THIS CONTRACT, WILL BE ISSUED THAT PROVIDE THE AUTHORITY FOR ORDERING.</p> <p>ALL INVOICES MUST REFERENCE THE INDIVIDUAL STANDARD PURCHASE ORDER NUMBER, AND NOT THE CONTRACT AGREEMENT NUMBER, TO AVOID DELAY IN PAYMENT.</p> <p>Purchase Agreement Effective From: 18-MAY-10 To: 31-JUL-10</p>						Amount Agreed:

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:
This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL
DR Lynch
Authorized signature



King County

Finance and Business Operations Division
Procurement and Contract Services Section
Department of Executive Services

CNK-ES-0340
3rd Floor
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Seattle, WA 98104

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TTY Relay: 771
www.kingcounty.gov

VENDOR:

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6409 S 194TH ST
KENT, WA 98032

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PROCUREMENT-GOODS & SERVICES
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SEATTLE, WA 98104
United States

BILL TO

KC DEPT OF EXECUTIVE SERVICES
ACCOUNTS PAYABLE, 3RD FLOOR
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SEATTLE, WA 98104
United States

Purchase Order

PURCHASE ORDER NO.	REVISION	PAGE
476181	0	2
THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS AND CORRESPONDENCES RELATED TO THIS ORDER.		
CREATION DATE	BUYER	
18-MAY-10	J Jungnitz	
DATE OF REVISION	BUYER	

CUSTOMER ACCT #	VENDOR NO. 6471	PAYMENT TERMS 3%30DAYS/NET30DAYS	FREIGHT TERMS Paid	F.O.B Destination	SHIP VIA SELLER CHOOSES
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CONFIRM TO / TELEPHONE (253) 893-7333	REQUESTOR / DELIVER TO
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JIC	PART NUMBER : DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	T

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS. THIS ORDER IS SUBJECT TO ALL THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF.

Required invoice information: Ship to Address, Mailstop, Requestor's Name, Purchase Order Number, Contract Number (if applicable), Line Item Number, description and Unit Price as stated on the purchase order. Missing information may result in payment delays.

ACCEPTANCE:

This purchase order expressly limits acceptance to the terms and conditions stated herein.

TOTAL

DR Lynch
Authorized signature

PURCHASE ORDER GENERAL TERMS AND CONDITIONS

Compliance: By acceptance of this order, the vendor warrants full compliance with all applicable local, state or federal laws and regulations including specific statutory requirements of Federal Agencies. Upon request, the purchasing agent will provide applicable contract terms and conditions.

Acceptance/Changes: All goods or materials purchased hereunder are subject to approval by King County. No substitutions or changes of any nature under this purchase order will be accepted unless approved in writing by King County.

Inspections: By acceptance of this order, vendor grants the right to Buyer to make periodic visits to the vendor's plant or their subcontractor's for inspection of materials or to determine actual progress of manufacture.

Change Orders: Change orders modifying the terms and conditions herein will be without effect unless issued and authorized in writing by King County.

Cancellation: The County may cancel any purchase order or any part thereof by written notice at any time, without penalty, if the vendor fails to comply with the terms, specifications, delivery/completion date or to perform the work with diligence.

Invoices: Invoices must reference the purchase order number.

All vendors licensed to do business in Washington State must bill King County for applicable tax. Indicate discount terms to the County for prompt payment. Discount period to be extended if the invoice is returned for correction or clarification.

Shipping Instructions: All shipments must contain a packing slip. Unless other wise specified, all goods are to be shipped prepaid, FOB Destination. Where shipping addresses indicate room numbers, the Vendor shall make delivery to that location at no additional charge, including, but not limited to delivery, packing and or crating.

Warranty: The Vendor warrants that all products delivered under this purchase order shall be free from defects in material and workmanship, and shall be fit for the intended purpose. This warrantee is in addition to any standard warranty or guarantee give by vendor to the County. All products determined by King County to be defective shall be replaced within 15 days of notice by King County.

All costs of replacement, including shipping charges shall be borne by the Vendor. Vendor warrants that the merchandise is free and clear of all liens and encumbrances and that vendor has a good and marketable title to same. Vendor warrants that the equipment, materials or service on this order do not infringe any patent, registered trademark or copyright and agrees to hold King County harmless in the event of any infringement or claim thereof.

Certification Regarding Debarment, Suspension and Other Responsibility

Matters: By providing goods or services under this purchase order, the Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any Contract that may arise from this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Order of Precedence: When this purchase order is issued subsequent to the results of a request for bid or proposal, the terms and conditions contained in the solicitation or resulting contract shall control.



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- Surplus

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electrical supplies

Contract#: 02908 **Replaces:** 07400

variety of electrical supplies such as wiring, breakers, connectors, etc by various mfgs like GE Electric

breakers connectors wiring copper aluminum rigid conduit emt conduit load centers molded circuit breaker switch gear gears steel conduit fittings fitting control die cast conduit pvc conduit motor controls lighting fixtures incandescent fluorescent hid Cutler Hammer General Electric ITE Square D T & B Arlington Cooper Crouse Hinds Appleton OZ Gedney Steel City AFC Bridgeport wiring devices Allen Bradley Leviton Hubbel Bryant Pass & Seymour CED 02908 7400

Current Term Start Date: 08-01-2008 **Award Date:** 07-31-2008 **Est. Annual Worth:** \$7,500,000

Current Term Ends On: 07-31-2010 **Final Term Ends On:** 08-01-2014

Diversity: 0% WBE 0% MBE **# of Bids Received:** 3

Contact Information: Office of State Procurement - Customer Service (360) 902-7400 or csmail@ga.wa.gov

Who can use this contract?

- Washington State agencies
- Qualified Cooperative Members (Political Subdivisions/Non-Profit Organizations)
- Participating Colleges, Universities, Community & Technical Colleges
- Oregon Coop Members

Contract Documents & Resources

- [View Current Contract Information \(CCI\)](#)
- [Contract Activity](#)
- [Solicitation Results Summary \(Bid Tab\)](#)
- [Submit Contractor Feedback](#)
- [Best-buy Notification](#)

Contractor(s):

CONSOLIDATED ELECTRICAL DISTRIBUTORS

Information about the number of bids received is included to show:

- Vendors which contracts would benefit from more competition.
- Assure our customers that we sought the best overall value through as many competitive bids as possible.

State of Washington
Current Contract Information

Revision Date: March 9, 2010

Contract number: 02908 (replaces 07400) **Commodity code:** 5975-V01

Contract title: Electrical Supplies Services Statewide

Purpose: Administrative Change to update Contract Specialist Information

Present Term: August 1, 2008 **through:** July 31, 2010

For use by: All State Agencies, Political Subdivisions of Washington and Oregon State, Qualified Non-profit Corporations, Materials Management Center, Participating Institutions of Higher Education (College and Universities, Community and Technical Colleges).

Contract type: For those categories in the price sheet that list manufacturers, only those manufacturers can be purchased using this contract
Customers with a specific manufacturer need, that is not included in the electrical supply categories specified in this contract, may use their purchase authority to otherwise purchase those manufacturer's products.

1. SCOPE OF CONTRACT This contract is awarded to One contractor.

Contractor :	CED Inc. (dba: All-Phase Electrical Supply)		
Contract Administrator	Arthur Van Gelder	Alternate Contact:	John Sande
Phone:	(206) 706-4929		(360) 923-2345
FAX:	(206) 783-8572		(360) 459-9750
Email:	CEDAVG@aol.com		jsande@cedlacey.com

Website Address:	www.cednw.com
Products available:	<u>Electrical Items</u>
Ordering information:	See Page 2
Ordering procedures:	See Page 2

Contracts Specialist:	Dave Scott	Alternate Contact:	Christine Schoepfer
Phone Number:	(360) 902-7416	Phone Number:	(360) 902-7193
Fax Number:	(360) 586-2426	Fax Number:	(360) 586-2426
Email:	dscott@GA.WA.GOV	Email:	cschoep@ga.wa.gov

Visit our Internet site: <http://www.ga.wa.gov/purchase>

This page contains key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.

Rush Orders: Phone number for placement of "rush orders" outside of normal work hours: (206) 782-5617.

Contract exclusions: **Specific reason(s) when not to use the contract.** For those manufacturers that CED is not manufacturer authorized to supply, state purchasers may use their General Authority G4.g to sole source purchase specific OEM component parts as needed for OEM repairs only.
For purchases more than \$100,000, agencies may bid out their materials and are not required to use the contract.

Special notes: All discounts are taken from the Trade Service (ESPD) or IDW Latest Version.

Related product contracts: Lamps & Ballasts, contract #08596, WSCA Industrial Supplies & Equipment, contract #11305.

Payment address: CED; PO Box 5580; Kent, WA 98064

Order placement address: See Appendix F

Minimum orders: None

Expediting charges: None

Restocking Fee: No restocking fee for standard stock items or for items that were delivered in error by CED. For non stock items, restocking fee would be subject to factory policy.

Delivery time: 2 days After Receipt of Order (ARO) for stock items

Payment terms: 3 % net 30 days

Purchasing Cards: Visa or MasterCard

Discount on Purchasing Cards:

Shipping destination: Free On Board (FOB) Destination

Freight: Prepaid and included in unit pricing

Contract pricing: See Appendix B Price Sheets

Term worth: \$15,000,000.00/2 years

Current participation: \$0.00 MBE \$0.00 WBE \$0.00 OTHER \$0.00 EXEMPT
MBE 0% WBE 0% OTHER 0% EXEMPT 0%

Recovered material : None

#02908
Electrical Supplies (Statewide)

NOTES:

- I. Best Buy: The following provision applies to mandatory use contracts only. This contract is subject to RCW 43.19.190(2) & RCW 43.19.1905(7): which authorizes state agencies to purchase materials, supplies, services, and equipment of equal quantity and quality to those on state contract from non-contract suppliers. Provided that an agency subsequently notifies the Office of State Procurement (OSP) State Procurement Officer (SPO) that the pricing is less costly for such goods or services than the price from the state contractor.

If the non-contract supplier's pricing is less, the state contractor shall be given the opportunity by the state agency to at least meet the non-contractor's price. If the state contractor cannot meet the price, then the state agency may purchase the item(s) from the non-contract supplier, document the transactions on the appropriate form developed by OSP and forwarded to the SPO administering the state contract. (Reference General Authorities document)

If a lower price can be identified on a repeated basis, the state reserves the right to renegotiate the pricing structure of this agreement. In the event such negotiations fail, the state reserves the right to delete such item(s) from the contract.

- II. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- III. Only authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC) and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by OSP and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet <http://www.ga.wa.gov/pca/cooplist.htm>, and a list of the Oregon members is available at http://tpps.das.state.or.us/purchasing/orcpp_mem.html contractors shall not process state contract orders from unauthorized users.
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **IFB**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by OSP (as Amended).

SPECIAL CONDITIONS:

In conformance with the terms and conditions of contract, CED is required to submit the Sales/Service and Subcontractor Report and the Usage Report by Product Category by Manufacturer on a quarterly basis. Contact the State Procurement Officer for a copy of these reports.

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CONTRACT NUMBER 02908

For
Electrical Supplies

1. PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Office of State Procurement, an agency of Washington State government ("Purchasing Activity" or "State" located at 210 11th Avenue S.W., Olympia, WA 98504-1017 and Contractor Consolidated Electrical Distributors (CED), licensed to conduct business in the state of Washington ("Contractor"), located at PO Box 5580 Kent, WA 98064 for the purpose of providing electrical supplies to the state of Washington.

2. RECITALS

The state of Washington, acting by and through Office of State Procurement, issued an Invitation for Bid [IFB] dated June 25, 2008 for the purpose of purchasing Electrical Supplies in accordance with its authority under Chapter 43.19 RCW.

CED submitted a timely Response to the Department of General Administrations IFB #02908.

The Office of State Procurement evaluated all properly submitted Responses to the above-referenced IFB #02908 and has identified CED as the apparently successful Contractor.

The Office of State Procurement has determined that entering into a Contract with CED will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, Purchasing Activity awards to CED this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers Electrical Supplies. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

3. STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Office of State Procurement. Additional definitions may also be found in Chapter 43.19 RCW and WAC 236-48-003, and all terms contained herein will be read consistently with those definitions.

ACCEPTANCE -- The materials, supplies, services, and/or equipment have passed appropriate inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.

and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.

AGENCY -- Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. "Agency" does not include the legislature but does include colleges, community colleges, and universities who choose to participate in State Contract(s).

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ALL OR NOTHING -- The result of a competitive Solicitation that requires that a Contract be executed with a single Contractor for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation

A method of award resulting from a competitive Solicitation by which the Purchasing Activity will award the resulting Contract to a single Bidder. Also, a designation the Bidder may use in its Bid or response to indicate its offer is contingent upon full award and it will not accept a partial award.

ALTERNATE -- A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.

AMENDMENT -- For the purposes of this Contract, shall mean an agreement between the parties to change this Contract after it is fully signed by both parties. Such agreement shall be memorialized in a written document describing the agreed upon change including any terms and conditions required to support such change. An Order Document shall not constitute an Amendment to this Contract.

BID -- A written offer to perform a Contract to provide materials, supplies, services, and/or equipment in response to an Invitation For Bid (IFB).

BIDDER -- A Contractor who submits a Bid or Proposal in response to a Solicitation.

BUSINESS DAYS -- Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

CALENDAR DAYS -- Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.

CONTRACT -- An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.

CONTRACT ADMINISTRATOR -- The person designated to manage the resultant Contract for the Contractor; the primary contact for the Purchasing Activity with Purchasers and Contractor on a specific Contract.

CONTRACTOR -- Individual, company, corporation, firm, or combination thereof with whom the Purchasing Activity develops a Contract for the procurement of materials, supplies, services, and/or equipment.

CONTRACTOR'S REPRESENTATIVE -- An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation, Bid and Contract documents.

EQUAL -- An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.

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INSPECTION -- An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.

INVITATION FOR BID (IFB) -- The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the Purchasing Activity. Specifications and qualifications are clearly defined.

LEAD TIME/AFTER RECEIPT OF ORDER (ARO) -- The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.

OFFICE OF STATE PROCUREMENT -- The organization within the Washington Department of General Administration authorized under Chapter 43.19 RCW to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, nonprofit organizations, and local governments.

ORDER DOCUMENT -- A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of this Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by this Contract and expressly agreed between the Purchasing Activity and the Contractor.

PROCUREMENT COORDINATOR -- The individual responsible for conducting a specific Solicitation.

PRODUCT -- Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.

PROPOSAL -- A written offer to perform a Contract to supply materials, supplies, services, and/or equipment in response to a Request For Proposal (RFP).

PURCHASER -- The authorized user of this Contract, as identified in Part I of the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under this Contract.

PURCHASING ACTIVITY -- The Office of State Procurement or an Agency authorized by law to conduct acquisition of materials, supplies, services, and/or equipment or delegated that authority by the Office of State Procurement.

RECYCLED MATERIAL -- Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.

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REQUEST FOR PROPOSAL (RFP) -- The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the Purchasing Activity. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.

RESPONSIBLE -- The ability, capacity, and skill to perform this Contract or provide the service required, including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the bidder; Further considerations may include, but are not limited to whether the bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:

RESPONSIVE -- A bid or response that meets all material terms of the Solicitation document.

SOLICITATION -- The process of notifying prospective Bidders that the Purchasing Activity desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.

STATE -- The State of Washington acting by and through the Purchasing Activity.

STATE CONTRACT -- The written document memorializing the agreement between the successful Bidder and the Purchasing Activity for materials, supplies, services, and/or equipment administered by the Office of State Procurement on behalf of the State of Washington. "State Contract" does not include the following:

Colleges and universities that choose to purchase under RCW 28B.10.029

Purchases made in accordance with state purchasing policy under Washington Purchasing Manual Part 6.11 Best Buy Program;

Purchases made pursuant to authority granted or delegated under RCW 43.19.190(2) or (3);

Purchases authorized as an emergency purchase under RCW 43.19.200(2); or

Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.

SUBCONTRACTOR -- A person or business that is, or will be, providing or performing an essential aspect of this Contract under the direction and responsibility of the Contractor and with the agreement of the Purchasing Activity.

VENDOR -- A provider of materials, supplies, services, and/or equipment.

WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS) -- The Vendor registration and Bidder notification system maintained by the Washington State Department of General Administration located at: www.ga.wa.gov/webs.

4. STANDARD TERMS AND CONDITIONS

The terms and conditions contained in this section are intended to be standard terms and conditions that apply to all Solicitations and subsequently awarded Contracts unless otherwise provided in the respective Solicitation or Contract documents.

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5. CONTRACT TERM

The initial term of this contract is for 24 months from date of award with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the Purchasing Activity and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed six (6 years) years unless an emergency exists and/or special circumstances require a partial term extension. The state reserves the right to extend with all or some of the contractors, solely determined by the state.

6. SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Contractor; Ownership/Rights in Data; Contractor's Commitments, Warranties and Representations; Protection of Purchaser's Confidential Information; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Retention of Records; Patent and Copyright Indemnification; Contractor's Proprietary Information; Disputes; and Limitation of Liability** shall survive the termination of this Contract.

7. PRICING, INVOICE AND PAYMENT**7.1. PAYMENT, INVOICING AND DISCOUNTS**

Payment is the sole responsibility of, and will be made by, the Purchaser.

Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of \$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to

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make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement at: <http://www.ga.wa.gov/Purchase/index.html> .

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

7.2. NO ADDITIONAL CHARGES

Unless otherwise specified in the Solicitation no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

7.3. TAXES, FEES AND LICENSES**Taxes:**

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
5. Other factors identified in WAC 458-20.

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7.4. DEPARTMENT OF REVENUE REGISTRATION FOR OUT-OF-STATE CONTRACTORS:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

7.5. FEES/LICENSES:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

7.6. CUSTOMS/BROKERAGE FEES:

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the Purchasing Activity nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

7.7. TAXES ON INVOICE:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

7.8. OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

7.9. IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

7.10. PRICE PROTECTION

During the contract period, any price declines at the manufacturer's level or cost reductions to contractor shall be reflected in a reduction of the contract price retroactive to the date the price decline or cost reduction was available to the contractor.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately notify the Procurement Coordinator and amend this contract to provide similar benefits and pricing to the contract Purchasers if the pricing agreements with other customers offer similar usage quantities and

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similar conditions impacting pricing. Such notification shall include relevant provisions and details of the pricing agreements or contracts necessary to enable the Purchasing Activity to fully evaluate the greater benefits or lower pricing provided under those agreements or contracts. In addition to contractor amending this contract to reflect the greater benefits or lower pricing provided in other pricing agreements or contracts, contractor shall apply the related greater benefits or lower pricing retroactively to the date of such pricing agreements or contracts for all purchases under this contract.

7.11. ADVANCE PAYMENT

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

7.12. PRICE INCREASES

Contractor requests for adjustments in pricing will be considered at sole discretion of the Purchasing Activity only after expiration of the firm and fixed price period, and then on a pass through basis only that does not produce a higher profit margin for contractor than that established by the original contract pricing.

7.13. CONTRACTORS MAY NOT MAKE EXTENSIONS CONTINGENT ON PRICE ADJUSTMENTS.

Price Increases will not be considered without supporting documentation sufficient to justify the requested increase. Documentation must be based on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of the Purchasing Activity and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the Purchasing Activity, and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments granted by the Purchasing Activity shall remain unchanged for at least 180 calendar days thereafter, and no request for adjustments in price will be considered during that time period.

8. CONTRACTOR'S RESPONSIBILITIES

8.1. ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the Purchasing Activity, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the entire term of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

8.2. CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies,

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services and/or equipment. Further, Contractor may not intentionally infringe on other established State Contracts.

8.3. SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the Purchasing Activity Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
5. Be bound by all written communications given to or received from the Contractor's Representative.

8.4. REGISTRATION WITH WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

8.5. HOURS OF LABOR AND PREVAILING WAGES

In compliance with Chapter 49.28 RCW, Contractor agrees that no worker, laborer, or mechanic in the employ of the Contractor or subcontractor shall be permitted or required to work more than eight (8) hours in any one calendar day, or forty (40) hours in any one calendar week, provided that in cases of extraordinary emergency such as danger to life or property, the hours of work may be extended but in such cases the rate of pay for time employed in excess of the above shall be at the prevailing overtime rate of pay. Except, contracts will not require the payment of overtime rates for the first two hours worked in excess of eight (8) hours per day when the employer has obtained the employee's agreement (as defined in WAC 296-127-022) to work a four-day, ten-hour work week. The Department of Labor and Industries will publish prevailing wage rates on the first business day of February and August of each year. The wage rates will become effective thirty (30) days following publication. For all contracts, the prevailing wage rates which are in effect on the bid opening date or on the effective date of any extension of the contract are the wage rates that must be paid for the duration of the contract.

The appropriate labor classifications and prevailing wage rates are identified herein. Questions should be directed to the Industrial Statistician, Department of Labor and Industries, Employment Standards Division, PO Box 44540, Tumwater, WA 98504-4540 (Telephone (360) 902-5334) or the Procurement Coordinator. These wage rates are made part of this contract as though fully set forth herein.

The Contractor must submit to the Industrial Statistician of the Department of Labor and Industries a "Statement of Intent to Pay Prevailing Wages." A copy of the approved intent statements must be submitted to the Purchaser in order to receive the first progress payment on this Contract. Following final acceptance of the project, Contractor must submit to the Industrial Statistician an "Affidavit of

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Wages Paid.” An approved affidavit must be submitted to the Purchaser before they are authorized to release the retained funds.

Each “Statement of Intent to Pay Prevailing Wages” or “Affidavit of Wages Paid” submitted for approval to the Industrial Statistician must be accompanied with the current filing fee.

A copy of the approved Statement of Intent to Pay Prevailing Wages shall be posted at the job site with the address and telephone number of the Industrial Statistician, where a complaint or inquiry concerning prevailing wages may be made. If a dispute arises as to what are the prevailing rates of wages for a specific trade, craft or occupation, and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his/her decision shall be final, conclusive and binding on all parties involved in the dispute.

Vocationally handicapped workers, i.e., those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.

Prevailing wage requirements do not apply to:

- a. Sole owners and their spouses.
- b. Any partner who owns at least 30% of a partnership.
- c. The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation.
- d. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.

8.6. MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

8.7. DETERMINATION OF STANDARD OF QUALITY/CONSISTENCY OVER TERM OF CONTRACT

If, in the sole judgment of the Purchasing Activity or the Purchaser, any item is determined not to be an equal, the Purchaser may take any or all of the following actions:

1. the product may be returned at Contractor’s expense;
2. the contract may be terminated without any liability to the State of Washington or Purchaser

8.8. ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

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1. For purposes of price verification and auditing, upon receipt of a purchase order the contractor shall send the Purchaser an order confirmation notification that identifies the manufacturer's surcharges (if applicable) as well as the manufacturer's most current list prices for the equipment ordered.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser with manufacturer's list pricing or other documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

8.9. SERVICE EXPECTATIONS

Upon award of this contract, the contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this contract to all authorized contract Purchasers.
3. Ensure that those who endeavor to utilize this contract are authorized Purchasers under this Contract.
4. At no additional charge, assist Purchasers in the following manner to make the most cost effective, value based, purchases including, but not limited to:
 - a. Visiting the Purchaser site and providing Purchaser with materials/supplies/equipment recommendations.
 - b. Providing Purchasers with a detailed list of contract items including current contract pricing and part numbers.
5. The contractor shall designate a customer service representative who will be responsible for addressing Purchaser issues including, but not limited to:
 - a. Logging requests for service, ensuring repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
 - b. Providing Purchasers with regular and timely status updates in the event of an order or repair fulfillment delay.
6. Acting as the lead and liaison between the manufacturer and Purchaser in resolving warranty claims for contract items purchased.

8.10. COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

8.11. SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid and included, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to Delivery Date or Acceptance, whichever is applicable, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Delivery Date or Acceptance, whichever is applicable, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

8.12. SITE SECURITY

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

8.13. DELIVERY

Delivery must be made during Purchaser's normal work hours and within time frames either (1) required in the Solicitation, or (2), if requested in the Solicitation, proposed by Contractor in its Bid or Proposal and subsequently accepted by the Purchasing Activity or 3) as otherwise mutually agreed in writing between the Purchaser and Contractor at the time of order placement. Failure to comply with agreed upon delivery times may subject Contractor to liquidated or other damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the Purchasing Activity or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the Order Document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

8.14. HAZARDOUS MATERIALS

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract, must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

1. The identity of the hazardous material,
2. Appropriate hazard warnings, and
3. Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

8.15. PRODUCT WARRANTY

Product Warranty – This section specifies what Contractor will do to remedy Product problems during the Warranty Period.

Product warranties can vary considerably and Purchaser's specific needs should be considered and expressed in the Solicitation. A warranty is essentially a promise from Contractor that its products are of the quality and will perform as represented. The warranty is backed up by Contractor's offer to repair or replace any of its products that fail to so perform. The time period for warranties ranges from 90 days to multiple years (such as a 15-year warranty for a fiber optic cable installation),

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depending on the product. Contractors sometimes offer an "extended" warranty option. For example, Contractor's standard warranty is for one year, but Purchaser can purchase an extended warranty for two or three years for a correspondingly higher purchase price. Warranties are included in the purchase price.

Warranty and maintenance provisions are sometimes confused because they can appear similar. The most important distinction is that warranty costs are included in the purchase price whereas maintenance costs are paid on a periodic basis. The maintenance term and costs do not begin until the day after the Warranty Period ends.

Items to be addressed include: how problems are reported; how long Contractor has from the report of the problem to complete the repair; will Contractor dispatch personnel to Purchaser's site; does Purchaser maintain spare parts and send the defective parts to Contractor for repair or replacement and return, etc.

8.16. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

8.17. INSPECTION AND REJECTION

The Purchaser's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

8.18. LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the Purchasing Activity or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

8.19. WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

8.20. DATE WARRANTY

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present

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calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

8.21. MINORITY AND WOMEN'S BUSINESS ENTERPRISE (MWBE) PARTICIPATION

With each invoice for payment and within thirty (30) days of Purchaser's request, Contractor shall provide Purchaser an *Affidavit of Amounts Paid*. The *Affidavit of Amounts Paid* shall either state that Contractor still maintains its MWBE certification, or state that its Subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE Subcontractor under this Contract. Contractor shall maintain records supporting the *Affidavit of Amounts Paid* in accordance with this Contract's **Retention of Records** section.

9. CONTRACT ADMINISTRATION

9.1. LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax numbers, e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:
Consolidated Electrical Distributors

Attn: Arthur Van Gelder
Contract Administrator
660 South Andover Street
Seattle, WA 97302

Phone: 206-706-4929
Fax: 206-783-8572
E-mail: cedavg@aol.com

To Purchasing Activity at:
State of Washington
Office of State Procurement

Attn: Dave Scott
Contracts Administrator
210 11th Avenue S.W.
Room 201
Olympia, Washington 98504-1017

Phone: 360-902-7416
Fax: 360-586-2426
E-mail: dscott@ga.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

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In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or Purchasing Activity, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and Purchasing Activity further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

9.2. PURCHASING ACTIVITY CONTRACT ADMINISTRATOR

The Purchasing Activity shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The Purchasing Activity will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

9.3. ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The Purchasing Activity's Solicitation document 02908 with all attachments and amendments thereto
2. Contractor's response to the Solicitation 02908 dated June 25, 2008.

The terms and conditions contained on Purchaser's Order Documents, if used; and All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of the Product to the Purchaser.

Order of Precedence

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of Washington statutes and regulations
2. Mutually agreed written amendments to this Contract
3. This Contract, Number 02908
4. The Purchasing Activity's Solicitation document with all attachments and exhibits, and all amendments thereto
5. Contractor's response to the Solicitation
6. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

9.4. SEVERABILITY

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract

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that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.5. INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.6. ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the Purchasing Activity and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled Contractor Commitments, Warranties and Representations, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

9.7. CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator.

9.8. CONTRACT SCOPE AND MODIFICATIONS

The Purchasing Activity reserves the right to modify this Contract by mutual agreement between the Purchasing Activity and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

9.9. GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.10. SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

9.11. ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the Contract Administrator.

9.12. RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

9.13. AUDITS

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Should Contractor be found out of compliance with or in breach of any section of this Contract, Contractor shall be responsible for any cost associated with conducting the audit, in addition to any remedies or penalties allowed by law to recover monies determined owed. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

10. GENERAL PROVISIONS

10.1. GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

10.2. IMMUNITY AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

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10.3. INSURANCE

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000,000
Products-Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury Aggregate	\$1,000,000
Each Occurrence (applies to all of the above)	\$1,000,000
Fire Damage Limit (per occurrence)	\$50,000
Medical Expense Limit (any one person)	\$5,000

Business Auto Policy (BAP):

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In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

Excess Coverage:

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The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

10.4. INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Purchasing Activity may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

10.5. NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

10.6. OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

10.7. ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

10.8. PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

10.9. PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail

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addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

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Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

10.10. WAIVER

Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

10.11. TREATMENT OF ASSETS

1. Title to all property furnished by the Purchasing Activity and/or Purchaser shall remain in the Purchasing Activity and/or Purchaser, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and Acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.
2. Any property of the Purchasing Activity and/or Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchasing Activity and/or Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchasing Activity and/or Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchasing Activity and/or Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchasing Activity and/or Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchasing Activity and/or Purchaser all property of the Purchasing Activity and/or Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

11. DISPUTES AND REMEDIES**11.1. PROBLEM RESOLUTION AND DISPUTES**

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

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In the event a bona fide dispute concerning a question of fact arises between the Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal problem escalation processes, either party may initiate the dispute resolution procedure provided herein. The dispute shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchasing Activity and/or Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

In the event a bona fide dispute concerning a question of fact arises between Purchasing Activity or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to be bound by the determination of the Dispute Resolution Panel.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Purchasing Activity, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

11.2. ADMINISTRATIVE SUSPENSION

When it in the best interest of the state, the Purchasing Activity may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall resume performance on the next business day following the 30th day of suspension

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unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

11.3. FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences. Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The Purchasing Activity reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

11.4. ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

11.5. NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

11.6. LIMITATION OF LIABILITY

The parties agree that neither Contractor, Purchasing Activity nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the Purchasing Activity nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the Purchasing Activity or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the Purchasing Activity or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe

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weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the Purchasing Activity or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

12. CONTRACT TERMINATION

12.1. MATERIAL BREACH

A Contractor may be Terminated for Cause by the Purchasing Activity, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

12.2. OPPORTUNITY TO CURE:

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the Purchasing Activity may issue a written cure notice. The Contractor may have a period of time in which to cure. The Purchasing Activity is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the Purchasing Activity. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the Purchasing Activity may do any one or more of the following:

1. Exercise any remedy provided by law;

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2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

12.3. TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the Purchasing Activity shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

12.4. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the Purchasing Activity, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days or other appropriate time period written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the Purchasing Activity nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the Purchasing Activity when it is in the best interest of the State of Washington.

12.5. TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the Purchasing Activity and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to

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normal completion, the Purchasing Activity may terminate this Contract, in whole or in part, by seven (7) calendar days or other appropriate time period written notice to Contractor.

12.6. TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, Purchasing Activity may terminate this Contract by seven (7) calendar days or other appropriate time period written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchasing Activity and/or Purchaser agrees to notify contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit Purchasing Activity to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

12.7. TERMINATION FOR CONFLICT OF INTEREST

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

12.8. TERMINATION BY MUTUAL AGREEMENT

The Purchasing Activity and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

12.9. TERMINATION PROCEDURE

In addition to the procedures set forth below, if the Purchasing Activity terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the Purchasing Activity and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

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The rights and remedies of the Purchasing Activity and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;
6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Purchasing Activity and/or the Purchaser has or may acquire an interest.

13. CONTRACT EXECUTION

13.1. AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

13.2. COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective this 21 day of July, 2008.

Approved
State of Washington
Office of State Procurement

Approved
Consolidated Electrical Distributors

Signature
Dave Scott

Print or Type Name Date
Contract Administrator

Title

Signature
Arthur Van Gelder

Print or Type Name Date
Contract Administrator

Title

Appendix A

CONTRACTOR INFORMATION

1. **Prompt Payment Discount 3%** 30 days. (With any payment method).
2. **Purchasing (Credit) Cards accepted?** Yes X No _____
3. **Authorized Representative:**

Primary Contact-Contract Administration		Alternate Contact - Contract Administration	
Name:	Arthur Van Gelder	Name:	John Sande
Telephone:	206-706-4929	Telephone:	360-923-2345
Fax:	206-783-8572	Fax:	360-459-9750
Email:	cedavg@aol.com	Email:	jsande@cedlacey.com

4. **Lead-time:** Materials, parts, equipment or services will be delivered within **TWO (2)** calendar days after receipt of order (ARO).

5. **Addresses:**

Orders to be sent to:	Billing will be from:	Payment to be sent to:
See Appendix F City Locations	See Appendix F City Locations	CED Kent Credit Office PO Box 5580 Kent, WA 98064

6. **Federal Tax Identification Number (TIN) 770030773**.

Appendix B

PRICE SHEETS

CATEGORY ONE

No.	Description	Discount off Trade Service (ESPD) or IDW	Date of Publication
1.	(A) CONDUIT RIGID	69%	6/25/08
	(B) CONDUIT EMT	70%	6/25/08
2.	(A) WIRE ALUMINUM	90%	6/25/08
	(B) COPPER	63%	6/25/08
3.	LOAD CENTERS/CIRCUIT BREAKERS		-----
	A. Cutler Hammer	80%	6/25/08
	B. General Electric	75%	6/25/08
	C. Square D	55%	6/25/08
4.	MOLDED CIRCUIT BREAKERS		-----
	A. Cutler Hammer	78%	6/25/08
	B. General Electric	60%	6/25/08
5.	STEEL CONDUIT FITTINGS		-----
	A. T & B	90%	6/25/08
	B. Arlington	75%	6/25/08
	C. Cooper Crouse Hinds	93%	6/25/08
	D. Appleton	88%	6/25/08
	E. OZ Gedney	88%	6/25/08
	F. Steel City	90%	6/25/08
	G. AFC	40%	6/25/08
6.	DIE CAST CONDUIT/ PVC CONDUIT		-----
	Bridgeport	72%	6/25/08
	Cooper Crouse Hind	88%	6/25/08
	Appleton	82%	6/25/08
	T & B	82%	6/25/08

Appendix B

CATEGORY ONE (continued)

No.	Description	Discount off Trade Service (ESPD) or IDW	Date of Publication
7.	MOTOR CONTROLS		-----
	A. Cutler Hammer	52%	6/25/08
	B. General Electric	30%	6/25/08
	C. Allen Bradley	10%	6/25/08
	D. Square D	25%	6/25/08
8.	WIRING DEVICES (SPEC. GRADE, NO NON-SPEC.)		-----
	A. Leviton	60%	6/25/08
	B. Hubbel	60%	6/25/08
	C. Bryant	60%	6/25/08
	D. Cooper Wiring Devices	68%	6/25/08
	E. Pass & Seymour	60%	6/25/08
9.1	(A) LIGHTING FIXTURES INCANDESCENT	88%	6/25/08
9.2	(B) LIGHTING FIXTURES FLUORESCENT	48%	6/25/08
9.3	(C) LIGHTING FIXTURES HID	46%	6/25/08

Appendix B

CATEGORY TWO

No.	Description	Discount off Trade Service (ESPD) or IDW	Date of Publication
1.	LOAD CENTERS/CIRCUIT BREAKS	-----	-----
	A. ITE	75%	6/25/08
	B. Square D	55%	6/25/08
	C. Cutler Hammer	80%	6/25/08
2.	MOLDED CIRCUIT BREAKERS	-----	-----
	A. ITE	75%	6/25/08
	B. Square D	25%	6/25/08
	C. Cutler Hammer	78%	6/25/08
3.	MOTOR CONTROLS	-----	-----
	A. ITE	45%	6/25/08
	B. Square D	25%	6/25/08
	C. Cutler Hammer	52%	6/25/08

CATEGORY THREE

No.	Description	Discount off Trade Service (ESPD) or IDW	Date of Publication
1.	SWITCH GEARS	-----	-----
	A. Cutler Hammer	55%	6/25/08
	B. General Electric	55%	6/25/08
	C. ITE	55%	6/25/08
	D. Square D	55%	6/25/08

Appendix C

CITY LOCATIONS

Preferred Store Locations within the State of Washington

ABERDEEN

Number of Stores your company has in Aberdeen _____ 1 _____

Store Manager Jud Napier
Address 600 East. Market Street, Aberdeen, WA 98520
Phone/Fax Number 360-533-2852 / 360-533-2864

BELLEVUE

Number of Stores your company has in Bellevue _____ 1 _____

Store Manager Jon Whitesel
Address 6409 South 194th Street, Kent, WA 98032
Phone/Fax Number 253-893-7333 / 253-893-7296

BELLINGHAM

Number of Stores your company has in Bellingham _____ 1 _____

Store Manager Ron Schaler
Address 321 East Sharon Avenue, Burlington, WA 98233
Phone/Fax Number 360-755-0831 / 360-893-7296

BREMERTON

Number of Stores your company has in Bremerton _____ 1 _____

Store Manager Steve Merett
Address 4503 Auto Center Way, Bremerton, WA 98312
Phone/Fax Number 360-377-8585 / 360-377-5065

BUCKLEY

Number of Stores your company has in Buckley _____ 1 _____

Store Manager Lonnie Jackson
Address 14111 Pioneer Way East Suite A, Puyallup, WA 98372
Phone/Fax Number 253-841-1995 / 253-841-1961

CENTRALIA-CHEHALIS

Number of stores your company has in Centralia-Chehalis 1 _____

Store Manager Elliott Hayward
Address 1138 South Gold Street Centralia, WA 98531
Phone/Fax Number 360-736-8236 / 360-736-6293

Appendix C

ELLENSBURG

Number of stores your company has in Ellensburg _____ 1 _____

Store Manager Will Sande

Address 212 South Railway Avenue, Ellensburg, WA 98926

Phone/Fax Number 509-925-4537 / 509-925-4337

EVERETT

Number of stores your company has in Everett _____ 1 _____

Store Manager Wayne Berry

Address 3614 Smith Street Everett, WA 98201

Phone/Fax Number 425-259-8135 / 425-252-9344

LONGVIEW-KELSO

Number of stores your company has in Longview-Kelso _____ 1 _____

Store Manager Scott Schepers

Address 1154 12th Avenue, Longview, WA 98632

Phone/Fax Number 360-425-7370 / 360-425-8938

MOSES LAKE

Number of stores your company has in Moses Lake _____ 1 _____

Store Manager Phil Mathews

Address 701 West 3rd Avenue, Moses Lake, WA

Phone/Fax Number 509-765-1251 / 509-765-1253

MT. VERNON

Number of stores your company has in Mt. Vernon _____ 1 _____

Store Manager Brandon Haywood

Address 12756 Quantum Lane Suite 30 Anacortes, WA 98221

Phone/Fax Number 360-293-5818 / 360-293-5843

OLYMPIA

Number of stores your company has in Olympia _____ 1 _____

Store Manager John Sande

Address 5320 Lacey Blvd. SE Lacey, WA 98503

Phone/Fax Number 360-923-2345 / 360-459-9750

PASCO-KENNEWICK-RICHLAND

Number of stores your company has in Pasco-Kennewick-Richland _____ 1 _____

Store Manager Jimm Dunn

Address 1920 Fowler Street Richland, WA 99352

Phone/Fax Number 509-737-8282 / 509-737-8383

Appendix C

PORT ANGELES

Number of stores your company has in Port Angeles 1

Store Manager Josh Hausmann

Address 11 Prospect Place Port Angeles, WA 98362

Phone/Fax Number 360-452-9706 / 360-457-4510

PORT TOWNSEND

Number of stores your company has in Port Townsend 1

Store Manager Steve Merett

Address 4503 Auto Center Way Bremerton, WA 98312

Phone/Fax Number 360-377-8585 / 360-373-5065

PULLMAN

Number of stores your company has in Pullman 1

Store Manager Shane Cupples

Address 219 Snake River Avenue Lewiston, ID 83501

Phone/Fax Number 208-743-2531 / 208-746-6882

RENTON

Number of stores your company has in Renton 1

Store Manager Jon Whitesel

Address 6409 South 194th Street Kent, WA 98032

Phone/Fax Number 253-893-7333 / 253-893-7296

SEATTLE

Number of stores your company has in Seattle 2

Store Manager Jon Whitesel

Address 6409 South 194th Street Kent, WA 98032

Phone/Fax Number 253-893-7333 / 253-893-7296

Store Manager Doug Sizemore

Address 660 South Andover Street Seattle, WA 97302

Phone/Fax Number 206-623-1501 / 206-467-8675

SPOKANE

Number of stores your company has in Spokane 1

Store Manager Bill Keener

Address 3717 East Main Street Spokane, WA 99202

Phone/Fax Number 509-535-8891 / 509-535-3745

TACOMA

Number of stores your company has in Tacoma 1

Store Manager Ted Wilson

Address 901 Center Street Tacoma, WA 98409

Phone/Fax Number 253-383-5961 / 253-383-0759

Appendix C

VANCOUVER

Number of stores your company has in Vancouver 2

Store Manager Scott Hardin

Address 910 NE 57th Avenue Portland, OR 97213

Phone/Fax Number 503-232-3142 / 503-234-7308

Store Manager Matt Pezi

Address 8100 NE St Johns Road Suite E102

Phone/Fax Number 360-694-6704 / 360-695-8420

WALLA WALLA

Number of stores your company has in Walla Walla 1

Store Manager Keith Hayworth

Address 932 North 13th Avenue Walla Walla, WA 99362

Phone/Fax Number 509-522-1419 / 509-522-1420

WENATCHEE

Number of stores your company has in Wenatchee 1

Store Manager John Bleichner

Address 1420 North Miller Street Wenatchee, WA 98801

Phone/Fax Number 509-662-2129 / 509-662-4776

YAKIMA

Number of stores your company has in Yakima 1

Store Manager Lynn Carlson

Address 131 South First Avenue Yakima, WA 98902

Phone/Fax Number 509-248-0872 / 509-248-1633

OTHER AREAS CONTRACTOR CAN PROVIDE SERVICE

Name of City Anacortes

Number of Stores in that city 1

Store Manager Brandon Haywood

Address 12756 Quantum Lane Suite 30 Anacortes, WA 98221

Phone/Fax Number 360-293-5818 / 360-293-5843

Name of City Auburn

Number of stores in that city 1

Store Manager Chris Zorich

Address 4826 "B" Street NW Suite 105 Auburn, WA 98001

Phone/Fax Number 253-852-5454 / 253-852-0494

Appendix D

SPECIAL TERMS AND CONDITIONS

1. GA ADMINISTRATION OF CONTRACT

- GA will maintain Contract information and pricing and make it available on the GA web site. The Contract prices are the maximum price Contractor can charge. The Contractor may make volume discounts available to Purchasers.
- A Contractor may propose a revision to its offerings to reflect changed Products appropriate to the scope of the Contract, and may propose such new Products with associated prices to the GA Contract Administrator for approval. Contract Administrator has the sole discretion in approval of addition of revised offerings and pricing. New or changed Products proposed by Contractor must meet the requirements established in this solicitation document or subsequent revisions. If approved by GA, the new Products will be added to the Contract by written amendment.
- For the term of the Contract, pricing for all Products will be no greater than the prices quoted in the Bidder's Response. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Products under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

2. STORE LOCATIONS

Bidders should have a store location for the cities listed herein in Appendix F. Outlets should be fully adequate to serve state customers. The following are minimum requirements to qualify as an approved outlet:

- Be fully licensed by appropriate authorities to engage in the sale of electrical supplies
- Be open during normal working hours and have employees immediately available to aid state agency personnel either in person or by phone. Normal working hours are considered to be Monday through Friday, 8:00 am to 5:00 pm
- Inventory of common electrical supplies to fill routine orders must be maintained and immediately available
- Able to supply common electrical supplies for walk in orders
- Provide emergency telephone number for placement of "rush orders" during outside normal work hours
- Note: the state reserves the right to inspect proposed outlets prior to contract award to determine whether or not the outlet meets the minimum qualifications.

3. ORDER PLACEMENT

Contractors must be able to provide over-the-counter service in locations identified throughout the state and regular deliveries in the city(s) that they provide a bid for. Contractor shall advise the purchaser, when product is ordered, or within 24 hours of receipt of order, if items requested cannot be delivered within contractor's routine delivery schedule. It's understood that the contractor will make every effort to ensure the expeditious delivery of contract items. The state reserves the right to purchase elsewhere if the anticipated delivery adversely effects project scheduling. The state may place orders against this contract either in person, by fax, hard copy document, phone or via an online ordering system.

Appendix D

4. PRICING

All pricing shall include the costs of Bid preparation, servicing of accounts, and comply with all contractual requirements.

- (a) During contract period pricing shall remain firm and fixed for at least 365 calendar days after effective date of contract award.
- (b) The State acknowledges that manufacturers update their price lists periodically in accordance with the discount off the IDW, i2 Trade Service Electrical Supplies Price Directory (ESPD). However, the contractor will not be allowed to change their discount percentages from those originally bid.

5. PRICING AND ADJUSTMENTS

Contractor requests for adjustments in pricing will be considered at sole discretion of the Purchasing Activity. Contract prices will be as stated in the discount off the IDW, i2 Trade Service Electrical Supplies Price Directory (ESPD), Latest Wholesale Edition, End Column less the applicable discount percentage bid by the successful bidder, or as stated in the Manufacturer's Price list, less the applicable discount bid by the successful bidder.

The State acknowledges that manufacturers' update their price lists periodically in the IDW, i2 Trade Service Electrical Supplies Price Directory (ESPD) or through their published price lists, and that the contractors price off these lists. Although the fluctuation in manufacturer price lists will occur and are permitted, the contractor will not be allowed to change their original discount percentages during the term of the contract.

All bid pricing is to be FOB Destination, freight prepaid and included in unit price, for any destination within the State of Washington.

All will call purchases, which represent 75% of the orders, will be FOB origin and no freight will apply. All non-will call purchases made within the scope of the contract will be FOB Destination prepaid and included in the cost of the product.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or pricing, contractor shall immediately amend the Purchaser's contract to provide similar pricing to the Purchaser if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the State Procurement Officer of any such contracts entered into by contractor. If the contractor fails to notify the State Procurement Officer and the officer has documentation/evidence that the contractor is providing better pricing to other customers, the State may considered terminating their contract.

During the term of the contract, should the contractor and the manufacturer they represent discontinue their business relationship and the manufacturer no longer has the contractor represent their product, the State reserves the right to require the contractor to assign their portion of the contract to the manufacturer, if the manufacturer agrees to accept these contract terms to continue to supply their products for the balance of the contract term.