



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MPA BUYER STATUS UPDATE
MASTER PRICE AGREEMENT (“MPA”) #419**

Buyer’s Status Update or Action Plan For the Above-Referenced MPA Follows:

All Renewal options have been exercised in accordance with the bid specifications. Terms extended to allow additional time to prepare a new solicitation.

DIVISION OF PURCHASES CONTACT:

Name: Thomas V. Bovis
Title: Interdepartmental Project Manager
Date: December 15, 2016



State of Rhode Island
Department of Administration / Division of Purchases

One Capitol Hill, Providence, RI 02908-5855
Tel: (401) 574-8100 Fax: (401) 574-8387

SECURITY SYSTEMS AND SERVICES
MASTER PRICE AGREEMENT (MPA-419)
12/14/2009 – 6/30/2017

IN THE CASE OF A MULTIPLE AWARD, AGENCIES SHOULD CONTACT 3 VENDORS (OR 2 IF ONLY 2) LISTED ON THE MPA IN SEARCH OF THE LOWEST RATES. THE PRICE RATES LISTED ON THE MPA ARE THE MAXIMUM RATES THAT MAY BE CHARGED BY A VENDOR. PURCHASING STRONGLY ENCOURAGES AN AGENCY TO NEGOTIATE LOWER RATES AND INITIATE COMPETITION BETWEEN MPA VENDORS. QUOTES RECEIVED BY MPA VENDOR MUST INCLUDE LINE ITEM DESCRIPTION IN ORDER TO COMPARE PRICING, PREPARE RELEASES AND MATCH INVOICES.

PLEASE NOTE:

THIS MASTER PRICE AGREEMENT SHALL BE UTILIZED BY THE VARIOUS DEPARTMENTS AND AGENCIES OF THE STATE FOR INTERMITTENT PROJECTS WHERE TOTAL COSTS WILL NOT EXCEED \$50,000. PROJECTS EXCEEDING \$50,000 SHALL NOT BE ALLOWED UNDER PROVISIONS OF THE MPA WITHOUT PRIOR APPROVAL AND WRITTEN AUTHORIZATION FROM THE DIVISION OF PURCHASES.

ATTACHED IS AN OVERVIEW OF THE TWELVE RESPONSES AWARDED UNDER THIS SOLICITATION.

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
				Labor Rates – Repair – Normal Business Hours	Labor Rates – Repair – Non-Business Hours	Labor Rates - Specialties	Door Hardware (Ave of sec 7.2.1-7.2.5)
Sales / Installation / Service for Multiple Product Lines							
A.L. Purinton Corp.	Sales, installation, support of multiple product lines including: DSX, Bosch, S2, Integral Technologies, Exacq, Synergetics	<ul style="list-style-type: none"> • Door Configurations 	Schlage, Sargent, HID, HES, Bosch, GE/Sentrol, Alarm Saf, Von Duprin	\$90	\$90	n/a	\$3,020
AFA Protective Systems	Sales, Installation, support for multiple product lines including: Paradox, Bosch, Pelco, Panasonic, Honeywell, GE, Sony, DSC	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	American Dynamics, Exaqvision, Avigilon; Plus Bosch and Northern ID card systems, and Bosch, Clickit, Pelco forensic video analysis / enhancement products.	\$90	\$135	n/a	\$1,925
Eastern Technologies	Sales, installation, support of several security product lines including Paradox and DSC, as well as access control, CCTV, and wireless security components	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	Inaxsys-ICT Security Systems Inc solution as enterprise integration system compatible with paradox equipment.	\$65	\$110	n/a	\$1,389
Honeywell International	Sales, installation, support of Honeywell product line, plus additional product lines including Pelco, Ademco, NexWatch, Temaline, and Axis	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	Honeywell Enterprise Buildings Integrator product line	\$139	\$209	n/a	\$3,190
Integrated Security	Sales, installation, support of multiple product lines including: Bosch, Panasonic, S2, Salso, Galaxy Control Systems, Vicon, ONSSI, Morse Watchman, Magnetic-Autocontrol	<ul style="list-style-type: none"> • Door Configurations 	Magnetic-Autocontrol, Morse Watchman, Vicon, Plus Salto, S2, and Galaxy ID card systems	\$110	\$110	\$90 (locksmith)	\$2,913

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
				Labor Rates – Repair – Normal Business Hours	Labor Rates – Repair – Non-Business Hours	Labor Rates - Specialties	Door Hardware (Ave of sec 7.2.1-7.2.5)
Sales / Installation / Service for Multiple Product Lines (continued)							
National Security Corp.	Sales, installation, support of multiple product lines including: Bosch, Napco, Adams Rite, Locknetics, Hubmax	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DRVs 	Bosch VIDOS Video Management Software, ReadyKey Pro for ID card integration, and Bosch Intelligent Video Analysis	\$90	\$115	N/A	\$3,191
Shanix	Sales, installation, support of multiple product lines including: Pelco, GE, Checkpoint, Vicon, Sielox, KeyScan	<ul style="list-style-type: none"> • Door Configurations • Cameras • DVRs 	Samsung, IntentiPass identicard system	\$75	\$140	N/A	\$3,331
Signet Electronic Systems	Sales, installation, support of multiple product lines including: DSX, Bosch, Pelco, GE, Sentrol, Panasonic	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	AiPhone, Altronics, Arecont, AXIS, DMP, East Lobby, FCI Genentec, Hirsch, ONSSI, Panasonic, Rauland, S2. Talk-A-Phone, Vicon	\$99	\$149	N/A	\$3,197
Sales of Equipment Only				Labor Rates – Repair – Normal Business Hours	Labor Rates – Repair – Non-Business Hours	Labor Rates - Specialties	Door Hardware (Ave of sec 7.2.1-7.2.5)
Graybar Electric Co.	Sales of multiple security product lines, including: Pelco, GE, Keyscan, Locknetics, Recognition Systems, Schlage, Speco, Von Duprin, Bogen, Valcom	<ul style="list-style-type: none"> • Cameras (no labor) • DVRs (no labor) 	Catalog and line card of numerous manufacturers (see note above)	N/A	N/A	N/A	N/A

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
Installation/Service Labor Only							
Paian Services	Provides installation and maintenance services for CCTV / Access systems, but does not sell equipment directly. Offers some installation specialities including RI certified electricians and telecom techs, fiber option fusion splicers, installations requiring excavation or pole setting.	Labor only	N/A	\$55	\$83	Fusion Splicer \$65/\$97.50 Excavator operator \$55/\$82.50	N/A
Specific Product Lines							
Higgins Office Products	Provides ID management and card systems, and authorized integrator for Heartland Campus Solutions OneCard systems	N/A	DataCard product line for ID cards	N/A	N/A	N/A	N/A
Vidsys	Provides software integration platform to provide centralized integration of multiple security / access control components and systems	N/A	VidSys Software Integration Platform, including VidShield and RiskShield servers and user licenses	N/A	N/A	Several, see bid proposal	N/A

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	GRAYBAR ELECTRIC CO INC 245 NIANTIC AVE CRANSTON, RI 02907 United States
--	---

SECURITY SYSTEMS AND SERVICES (MPA-419)	
Award Number	3168327
Revision Number	6
Effective Period	14-DEC-2009 - 30-JUN-2017
Approved PO Date	15-DEC-2016
Vendor Number	911-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---

Type of Requisition	
Requisition Number	
Change Order Requisition Number	CO DATED 12/5/16
Solicitation Number	7141912
Freight	Paid
Payment Terms	NET 30
Buyer	Bovis, Thomas -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO #3168327
MPA-419

CHANGE EFFECTIVE PERIOD:

FROM: 12/14/2009 - 12/31/2016
TO: 12/14/2009 - 06/30/2017

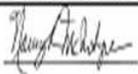
EXTENSION REQUIRED TO ALLOW ADDITIONAL TIME TO PREPARE A NEW SOLICITATION.

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


 Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....III
PURCHASE ORDER STANDARD TERMS AND CONDITIONSIII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIII
BLANKET PAYMENTIII
EQUAL OPPORTUNITY COMPLIANCEIII
PURCHASE AGREEMENT AWARDIII
AUTHORIZATION AND RELEASEIII
QUARTERLY REPORTSIII
MPA BID AWARD (STATEWIDE APPLICABILITY)IV
MULTI YEAR AWARDIV
INSURANCE REQUIREMENTS (ADDITIONAL)IV
LICENSE REQUIREMENTSIV
CAMPAIGN FINANCE COMPLIANCEIV
TERMS AND CONDITIONS OF PRICING AGREEMENTV

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a

breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act

of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MPA BUYER STATUS UPDATE
MASTER PRICE AGREEMENT (“MPA”) #419**

Buyer’s Status Update or Action Plan For the Above-Referenced MPA Follows:

A One-Year Option to Renew has been exercised in accordance with the bid specifications.

DIVISION OF PURCHASES CONTACT:

Name: Thomas V. Bovis
Title: Interdepartmental Project Manager
Date: December 22, 2015



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

GRAYBAR ELECTRIC CO INC
 245 NIAN TIC AVE
 CRANSTON, RI 02907
 United States

Amendment Date: 21-DEC-15
 Original Award Date: 07-DEC-09
 Buyer: T Bovis
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 911

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 5 Award Number 3168327 Effective Period 14-DEC-09 - 31-DEC-16	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	SECURITY SYSTEMS AND SERVICES (MPA-419)			

Description			Bid Number	Change Order Req#	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3168327 MPA-419 CHANGE EFFECTIVE PERIOD: FROM: 12/14/09 - 12/31/15 TO: 12/14/09 - 12/31/16 EXERCISE SECOND OPTION TO RENEW FOR ADDITIONAL YEAR AS INDICATED IN SOLICITATION.			

STATE PURCHASING AGENT

 Nancy R. McIntyre



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MPA BUYER STATUS UPDATE
MASTER PRICE AGREEMENT (“MPA”) #419**

Buyer’s Status Update or Action Plan For the Above-Referenced MPA Follows:

A One-Year Option to Renew has been exercised in accordance with the bid specifications.

DIVISION OF PURCHASES CONTACT:

Name: Thomas V. Bovis
Title: Interdepartmental Project Manager
Date: December 15, 2015



RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
 ONE CAPITOL HILL
 PROVIDENCE RI 02908

GRAYBAR ELECTRIC CO INC
 245 NIAN TIC AVE
 CRANSTON, RI 02907
 United States

Amendment Date: 26-JAN-15
 Original Award Date: 07-DEC-09
 Buyer: T Bovis
 Phone #:
 FOB: Destination
 Terms: NET 30
 Vendor # 911

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 4 Award Number 3168327 Effective Period 14-DEC-09 - 31-DEC-15	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	SECURITY SYSTEMS AND SERVICES (MPA-419)			

Description			Bid Number	Change Order Req#	
SECURITY SYSTEMS AND SERVICES (MPA-419)				CO DATED 1/22/15	
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3168327 MPA-419 CHANGE EFFECTIVE PERIOD: FROM: 12/14/09 - 4/30/15 TO: 12/14/09 - 12/31/15 EXERCISE OPTION TO RENEW FOR ADDITIONAL YEAR AS INDICATED IN SOLICITATION.			

STATE PURCHASING AGENT
Nancy R. McIntyre



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MPA BUYER STATUS UPDATE
MASTER PRICE AGREEMENT (“MPA”) #419**

Buyer’s Status Update or Action Plan For the Above-Referenced MPA Follows:

A One-Year Option to Renew has been exercised in accordance with the bid specifications.

DIVISION OF PURCHASES CONTACT:

Name: Thomas V. Bovis
Title: Interdepartmental Project Manager
Date: March 13, 2015

Notice of Contract Purchase Agreement



State Of Rhode Island and Providence Plantations
Department of Administration
Division of Purchases
One Capitol Hill
Providence, RI 02908-5860

V E N D O R	GRAYBAR ELECTRIC CO INC 245 NIANTIC AVE CRANSTON, RI 02907 United States
--	---

SECURITY SYSTEMS AND SERVICES (MPA-419)	
Award Number	3168327
Revision Number	1
Effective Period	14-DEC-2009 - 30-APR-2016
Approved PO Date	21-DEC-2015
Vendor Number	911-iSupplier

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
---	---

Type of Requisition	
Requisition Number	
Change Order Requisition Number	CO DATED 1/22/15
Solicitation Number	7141912
Freight	Paid
Payment Terms	NET 30
Buyer	Bovis, Thomas -
Requester Name	
Work Telephone	

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

CHANGE TO PO 3168327
MPA-419

CHANGE EFFECTIVE PERIOD:

FROM: 12/14/09 - 12/13/14
TO: 12/14/09 - 4/30/15

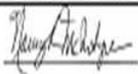
ALLOW FOR NEW SOLICITATION AND BID PROCESS

INVOICE TO

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at <http://controller.admin.ri.gov/iSupplier/isup/index.php>

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT


 Nancy R. McIntyre

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....III
PURCHASE ORDER STANDARD TERMS AND CONDITIONSIII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERIII
BLANKET PAYMENTIII
EQUAL OPPORTUNITY COMPLIANCEIII
PURCHASE AGREEMENT AWARDIII
AUTHORIZATION AND RELEASEIII
QUARTERLY REPORTSIII
MPA BID AWARD (STATEWIDE APPLICABILITY)IV
MULTI YEAR AWARDIV
INSURANCE REQUIREMENTS (ADDITIONAL)IV
LICENSE REQUIREMENTSIV
CAMPAIGN FINANCE COMPLIANCEIV
TERMS AND CONDITIONS OF PRICING AGREEMENTV

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a

breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act

of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration
DIVISION OF PURCHASES
One Capitol Hill
Providence, RI 02908-5855

Tel: (401) 574-8100
Fax: (401) 574-8387
Website: www.purchasing.ri.gov

**MPA BUYER STATUS UPDATE
MASTER PRICE AGREEMENT (“MPA”) #419**

Buyer’s Status Update or Action Plan For the Above-Referenced MPA Follows:

A One-Year Option to Renew has been exercised in accordance with the bid specifications.

DIVISION OF PURCHASES CONTACT:

Name: Thomas V. Bovis
Title: Interdepartmental Project Manager
Date: March 13, 2015

Overview of Vendor Responses

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (Note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
Sales / Installation / Service for Multiple Product Lines				Labor Rates - Repair - Normal Business Hours	Labor Rates - Repair - Non-Business Hours	Labor Rates - Specialties	Door Hardware (Ave. of sec. 7.2.1-7.2.5)
A.L. Purinton Corp.	Sales, installation, support of multiple product lines including: DSX , Bosch, S2, Integral Technologies, Exacq, Synergetics	<ul style="list-style-type: none"> • Door Configurations 	Schlage, Sargent, HID, HES, Bosch, GE/Sentrol, Alarm Saf, Von Duprin	\$90	\$90	n/a	\$ 3,020
AFA Protective Systems	Sales, installation, support for multiple product lines including: Paradox , Bosch, Pelco, Panasonic, Honeywell, GE, Sony, DSC	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	American Dynamics, Exaqvision, Avigilon; Plus Bosch and Northern ID card systems, and Bosch, Clickit, Pelco forensic video analysis / enhancement products	\$90	\$135	n/a	\$ 1,925
Eastern Technologies	Sales, installation, support of several security product lines including Paradox and DSC, as well as access control, CCTV, and wireless security components	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	Inaxsys-ICT Security Systems Inc solution as enterprise integration system compatible with Paradox equipment.	\$65	\$110	n/a	\$ 1,389
Honeywell International	Sales, installation, support of Honeywell product line, plus additional product lines including Pelco, Ademco, NexWatch, Temaline, and Axis	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	Honeywell Enterprise Buildings Integrator product line	\$139	\$209	N/A	\$ 3,190

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (Note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
Sales / Installation / Service for Multiple Product Lines (continued)				Labor- normal	Labor-OT	Labor Spec.	Door Hdwr.
Integrated Security	Sales, installation, support of multiple product lines including: Bosch, Panasonic, S2, Salso, Galaxy Control Systems, Vicon, ONSSI, Morse Watchman, Magnetic-Autocontrol	<ul style="list-style-type: none"> • Door Configurations 	Magnetic-Autocontrol, Morse Watchman, Vicon, Plus Salto, S2, and Galaxy ID card systems	\$110	\$110	\$90 (locksmith)	\$ 2,913
National Security Corp.	Sales, installation, support for multiple product lines including: Bosch, Napco, Adams Rite, Locknetics, Hubmax	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	Bosch VIDOS Video Management Software, ReadyKey Pro for ID card integration, and Bosch Intelligent Video Analysis	\$90	\$115	N/A	\$ 3,191
Shanix	Sales, installation, support of multiple product lines including: Pelco, GE, Checkpoint, Vicon, Sielox, KeyScan	<ul style="list-style-type: none"> • Door Configurations • Cameras • DVRs 	Samsung, IntentiPass Identocard system	\$75	\$140	N/A	\$ 3,331
Signet Electronic Systems	Sales installation, support of multiple product lines including: DSX, Bosch, Pelco, GE, Sentrol, Panasonic	<ul style="list-style-type: none"> • Door Configurations • Sensors and sirens • Cameras • DVRs 	AiPhone, Altronics, Arecont, AXIS, DMP, East Lobby, FCI, Genentec, Hirsch, ONSSI, Panasonic, Rauland, S2, Talk-A-Phone, Vicon	\$99	\$149	N/A	\$ 3,197

Vendor	Overview of Service Offerings	Extension of Existing Systems	Additional Product Lines / Offerings (Note: Not all-inclusive, refer to bid submissions and company literature for complete listing).	Cost Elements (Note: Refer to bid submissions for more detail and percentage discount schedules by service / manufacturer).			
Sales of Equipment Only				Labor-normal	Labor-OT	Labor Spec.	Door Hdwr.
Graybar Electric Co.	Sales of multiple security product lines, including: Pelco, GE, Keyscan, Locknetics, Recognition Systems, Schlage, Speco, Von Duprin, Bogen, Valcom	<ul style="list-style-type: none"> • Cameras (no labor) • DVRs (no labor) 	Catalog and line card of numerous manufacturers (see note above)	N/A	N/A	N/A	N/A
Installation/Service Labor Only							
Pajan Services	Provides installation and maintenance services for CCTV / Access systems, but does not sell equipment directly. Offers some installation specialties including RI certified electricians and telecom techs, fiber optic fusion splicers, installations requiring excavation or pole setting.	Labor only	N/A	\$55	\$83	Fusion splicer \$65/\$97.50 Excavator operator \$55/\$82.50	N/A
Specific Product Lines							
Higgins Office Products	Provides ID management and card systems, and authorized integrator for Heartland Campus Solutions OneCard systems	N/A	DataCard product line for ID cards	N/A	N/A	N/A	N/A
Vidsys	Provides software integration platform to provide centralized integration of multiple security / access control components and systems	N/A	VidSys Software Integration Platform, including VidShield and RiskShield servers and user licenses	N/A	N/A	Several, see bid proposal	N/A



Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
ONE CAPITOL HILL
PROVIDENCE RI 02908

GRAYBAR ELECTRIC CO INC
245 NIAN TIC AVE
CRANSTON, RI 02907

SECURITY SYSTEMS AND SERVICES (MPA-419)	
Award Number 3168327	Effective Period: 14-DEC-09 - 13-DEC-14

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
---	--

Date: 07-DEC-09
Buyer: J Moynihan
Shipping: Paid
Terms: NET 30
Vendor#: 911

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST,RI MPA United States
--	--

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS: 12/14/09 - 12/13/14

MASTER PRICE AGREEMENT #419

SECURITY SYSTEMS AND SERVICES PER ATTACHED AGREEMENT AND PRICING.

SUPPLIER CONTACT:
BRIAN HEGARTY
TELEPHONE: 401-943-2660
FAX: 401-943-2470

STATE PURCHASING AGENT
Louis A. DeQuattro

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at www.purchasing.ri.gov. Delivery of goods or services as described herein shall be deemed acceptance of these requirements

Contract Terms and Conditions

Table of Contents

Terms and Conditions.....II
PURCHASE ORDER STANDARD TERMS AND CONDITIONSII
TERMS AND CONDITIONS FOR THIS PURCHASE ORDERII
BLANKET PAYMENTII
EQUAL OPPORTUNITY COMPLIANCEII
PURCHASE AGREEMENT AWARDII
AUTHORIZATION AND RELEASEII
QUARTERLY REPORTSII
MPA BID AWARD (STATEWIDE APPLICABILITY)III
MULTI YEAR AWARDIII
INSURANCE REQUIREMENTS (ADDITIONAL)III
LICENSE REQUIREMENTSIII
CAMPAIGN FINANCE COMPLIANCEIII
TERMS AND CONDITIONS OF PRICING AGREEMENTIV

Terms and Conditions

PURCHASE ORDER STANDARD TERMS AND CONDITIONS

TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

BLANKET PAYMENT

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

QUARTERLY REPORTS

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a

breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

MULTI YEAR AWARD

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "BILL TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

LICENSE REQUIREMENTS

VENDOR (OWNER OF COMPANY) IS RESPONSIBLE TO COMPLY WITH ALL LICENSING OR STATE PERMITS REQUIRED FOR THIS TYPE OF SERVICE. A COPY OF LICENSE/PERMIT SHOULD BE SUBMITTED WITH THIS BID. IN ADDITION TO THESE LICENSE REQUIREMENTS, BIDDER, BY SUBMISSION OF THIS BID, CERTIFIES THAT ANY/ALL WORK RELATED TO THIS BID, AND ANY SUBSEQUENT AWARD WHICH REQUIRES A RHODE ISLAND LICENSE(S), SHALL BE PERFORMED BY AN INDIVIDUAL(S) HOLDING A VALID RHODE ISLAND LICENSE.

CAMPAIGN FINANCE COMPLIANCE

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27) FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056).

ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act

of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at www.purchasing.ri.gov."

TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

PRODUCT ACCEPTANCE - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

DELIVERY If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

PRICING - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

INVOICING All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

PAYMENT - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

7141912 – GRAYBAR

PROVIDE MATERIALS ONLY FOR MULTIPLE SECURITY SYSTEM PRODUCT LINES INCLUDING BUT NOT LIMITED TO PELCO, GE, KEYSKAN, LOCKNETICS, RECOGNITION SYSTEMS, SCHLAGE, SPECO, VON DUPRIN, BOGEN, AND VALCOM, AND PROVIDE EXTENSIONS OF EXISTING SYSTEMS TO INCLUDE CAMERAS AND DVRS (NO LABOR) IN ACCORDANCE WITH THE PROVISIONS OF RFP #7141912 AND THE ATTACHED VENDOR PRICING.



Brian J. Hegarty

Branch Manager

Phone (401) 943-2660

Fax (401) 943-2470

E-mail brian.hegarty@graybar.com

October 28, 2008

Mr. Jerome D. Moynihan
Rhode Island Dept. of Administration
Division of Purchases
1 Capitol Hill
Providence, RI 02940-6528

Mr. Moynihan;

Enclosed please find our quote in response to your RFP for Security Systems and Services (bid #7141912). We appreciate the opportunity to participate in this bid.

Please note that all our pricing is for material only. Installation and service would be provided by others. Graybar is a national distributor of electrical, security, and communications products. The following addresses the questions from sections 5, 6 and 7 of your RFP.

Vendor Qualifications

5.1 Graybar is quoting sales and distribution of security products. Installation and maintenance would be provided by others. We are a distributor of these products and offer a variety of design, logistics, and inventory management solutions.

We have worked with our quoted vendors as noted

Pelco	10 years
Hubbell	50 years
Strand	1 year

5.2 Not applicable

5.3 Our sales and customer service personnel are trained on a variety of security products and solutions. This training focuses on product selection and application, not installation and maintenance.

5.4 None

5.5 We are not bidding in installation and support of security equipment.

5.6 None

5.7 Not applicable

5.8 Graybar offers a 24/7 emergency service to respond to product needs. Our local on call number is (401) 255-8518. This service would be able to fulfill any product requirements. It would not provide any installation.

Maintenance/Repair Requirements

As Graybar is quoting sales and distribution of equipment only, we would not have a response to section 6. We work closely with a variety of electrical and security contractors that install, maintain, and service the equipment we are quoting. Please contact us if you would like us to provide specific installer/integrator information.

Maintenance of Existing Equipment

Graybar is quoting sales and distribution of equipment only.

7.1.1 No Bid

7.1.2 No Bid

7.2.1-7.2.13 No Bid

7.3 As noted on attached quotation.

7.4 A manufacturer line card is supplied with this quote for your reference. In addition to Pelco, we work with Speco Technologies, NVT, GE Security, KeyScan, JVC, and many other manufacturers.

Thank you for the opportunity to participate in this process. We would welcome the opportunity to meet with you to further discuss our capabilities and the services we can offer to assist the State of Rhode Island.

Regards,



Brian J. Hegarty

encl.



245 NIANTIC AVE
 CRANSTON RI 02907
 Phone: 401-943-2660
 Fax: 401-943-2470

To: STATE OF RI-MISC. ACCTS
 ALL ACCTS
 PROVIDENCE RI 02901
 Attn: Jim Moynihan
 Phone: 000-275-4645
 Fax:
 Email: brian.hegarty@graybar.com

Date: 10/28/2008
 Proj Name: RFP7141912 PELCO EQUIPMENT
 GB Quote #: 207705800
 Valid From: 10/27/2008
 Valid To: 11/26/2008
 Contact: BRIAN HEGARTY
 Email: brian.hegarty@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Notes: PLEASE NOTE: ALL ITEMS ARE QUOTED AS MATERIAL ONLY.							
INSTALLATION AND CONFIGURATION WOULD BE BY OTHERS.							
SBJECT TO APPROVAL							
100	1 EA	PELCO	IS90-CHV9	INDOOR DOME CAMERA	\$251.60	1	\$251.60
GB Part #: 25110007 UPC #:							
Item Note: ITEM: 7.3.1 REPLACEMENT FOR ICS090-CRV4AT WHICH IS DISCONTINUED							
200	1 EA	PELCO	SD435-SMW-0	SPECTRA IV SUFACE MT WHITE SMK D/N 35X	\$2,171.65	1	\$2,171.65
GB Part #: 25173712 UPC #:							
Item Note: ITEM: 7 3 2							
300	1 EA	PELCO	SD4N35-F0		\$2,810.03	1	\$2,810.03
Item Note: ITEM: 7 3 3							
400	1 EA	PELCO	SD4N-W0	SPECTRA MINI IP SMOKED DOME WHITE NTSC	\$913.65	1	\$913.65

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval) For more information call 1-800-241-7408 to speak with a leasing specialist

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document Unless otherwise noted freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: STATE OF RI-MISC ACCTS.
 ALL ACCTS
 PROVIDENCE RI 02901
 Attn: Jim Moynihan

Date: 10/28/2008
 Proj Name: RFP7141912 PELCO EQUIPMENT
 GB Quote #: 207705800

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
GB Part #: 25201852 UPC #: ***Item Note:*** ITEM: 7 3 4							
500	1 EA	PELCO	SD435-PG-E0	SPECTRA IV ENV PND GRAYSMK D/N 35X	\$2,538.69	1	\$2,538.69
GB Part #: 25173700 UPC #: ***Item Note:*** ITEM: 7 3 5							
600	1 EA	PELCO	SD4N35-HPE0		\$3,141.55	1	\$3,141.55
Item Note: ITEM: 7 3 6							
700	1 EA	PELCO	DVR5108DVD-500	8-CH 500GB ENDURA ENABLED DVR	\$3,784.00	1	\$3,784.00
GB Part #: 25173387 UPC #: ***Item Note:*** ITEM: 7 3 7							
750	1 EA	PELCO	DX8108-500	8CH DVR 500GB	\$4,673.40	1	\$4,673.40
GB Part #: 25087635 UPC #: 70088019720 ***Item Note:*** ITEM: 7.3.7 ALTERNATE							
800	1 EA	PELCO	DVR5116DVD-500	ENDURA ENABLED DVR 16CH 500GB	\$4,426.04	1	\$4,426.04
GB Part #: 25122286 UPC #: ***Item Note:*** ITEM: 7.3.7 ALTERNATE							
850	1 EA	PELCO	DX8116-500	16CH DVR 500GB	\$5,723.75	1	\$5,723.75
GB Part #: 25087571 UPC #: 70088019728 ***Item Note:*** ITEM: 7.3.7 ALTERNATE							

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval) For more information call 1-800-241-7408 to speak with a leasing specialist

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
 Unless noted the estimated ship date will be determined at the time of order placement.

To: STATE OF RI-MISC ACCTS.
 ALL ACCTS
 PROVIDENCE RI 02901
 Attn: Jim Moynihan

Date: 10/28/2008
 Proj Name: RFP7141912 PELCO EQUIPMENT
 GB Quote #: 207705800

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Item Note: ITEM: 7.3.10							
2700	1 EA	HUBBELL	DTX24P	POWERTRAC P-PANEL POE ONLY 24 P BK	\$1,102.67	1	\$1,102.67
GB Part #: 25058697 UPC #: 66262085860							
Item Note: ITEM: 7.3.11							
2800	1 EA	HUBBELL	DTXPM350	POWERTRAC PWR SPLY 350W/48V FOR POE	\$297.33	1	\$297.33
GB Part #: 25058699 UPC #: 66262085864							
Item Note: ITEM: 7.3.12							
2900	1 EA	STRAND LLC	S-STRV-1		\$502.67	1	\$502.67
Item Note: ITEM: 7.3.13 STRAND SOFTWARE 1-24 LICENSE PRICE PER INDIVIDUAL LICENSE							
3000	1 EA	STRAND LLC	S-STRV-2		\$468.00	1	\$468.00
Item Note: ITEM: 7.3.14 STRAND SOFTWARE 25-99 LICENSE PRICE PER INDIVIDUAL LICENSE							
3100	1 EA	STRAND LLC	S-STRV-3		\$433.33	1	\$433.33
Item Note: ITEM: 7.3.15 STRAND SOFTWARE 100 OR MORE LICENSES PRICE PER INDIVIDUAL LICENSE INCLUDES BASIC WEB INTEGRATION AND END USER TRAINING							
3200	1 EA	STRAND LLC	S-STRV-LEG		\$333.33	1	\$333.33
Item Note: ITEM: 7.3.16 STRAND SOFTWARE PRICE PER CONVERSION OF LEGACY LICENSE							
3300	1 EA	STRAND LLC	S-SRVSPT		\$80.00	1	\$80.00

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B shipping point prepaid and bill
 Unless noted the estimated ship date will be determined at the time of order placement.

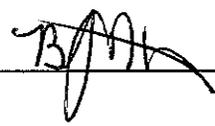
To: STATE OF RI-MISC. ACCTS.
 ALL ACCTS
 PROVIDENCE RI 02901
 Attn: Jim Moynihan

Date: 10/28/2008
 Proj Name: RFP7141912 PELCO EQUIPMENT
 GB Quote #: 207705800

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
Item Note: ITEM: 7.3.17 STRAND SOFTWARE SERVICE AND SUPPORT PRICE PER SOFTWARE LICENSE ANNUALLY							
3400	1 EA	STRAND LLC	S-DISTRV-2		\$1,733.33	1	\$1,733.33
Item Note: ITEM: 7.3.18 PROPHECY DISTRIBUTED TOWER SERVER # 2 HDD DOES NOT INCLUDE HARD DRIVE/STORAGE 2 HARD DRIVES REQUIRED							
3500	1 EA	STRAND LLC	S-DISTRV-4		\$3,333.33	1	\$3,333.33
Item Note: ITEM: 7.3.19 PROPHECY DISTRIBUTED TOWER SERVER # 4 HDD DOES NOT INCLUDE HARD DRIVE/STORAGE 2 HARD DRIVE MINIMUM - 4 HARD DRIVE MAXIMUM							
3600	1 EA	STRAND LLC	S-ENTSRV		\$5,333.33	1	\$5,333.33
Item Note: ITEM: 7.3.20 PROPHECY ENTERPRISE RACK SERVER 12 BAY DOES NOT INCLUDE HARD DRIVE/STORAGE 2 HARD DRIVE MINIMUM - 12 HARD DRIVE MAXIMUM							
3700	1 EA	STRAND LLC	S-STORTB1		\$533.33	1	\$533.33
Item Note: ITEM: 7.3.21 PROPHECY 1TB STORAGE HARD DRIVE							
3800	1 EA	STRAND LLC	S-STORTB1.5		\$600.00	1	\$600.00
Item Note: ITEM: 7.3.22 PROPHECY 1.5TB STORAGE HARD DRIVE							

Signed: 

Total in USD (Tax not included): **\$63,869.87**

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement.

To: STATE OF RI-MISC ACCTS.
 ALL ACCTS
 PROVIDENCE RI 02901
 Attn: Jim Moynihan

Date: 10/28/2008
 Proj Name: RFP7141912 PELCO EQUIPMENT
 GB Quote #: 207705800

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
------	----------	----------	-------------	-------------	-------	------	-----------

Terms and Conditions of sale:

1. **ACCEPTANCE OF ORDER; TERMINATION** - Acceptance of any order is subject to credit approval and acceptance of order by Seller and when applicable Seller's suppliers. If Buyer's credit becomes unsatisfactory to Seller, Seller reserves the right to terminate upon notice to Buyer and without liability to Seller.
2. **PRICES AND SHIPMENTS** - Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made F.O.B. shipping point, prepaid and bill.
3. **RETURN OF GOODS** - Credit will be allowed for goods returned with prior approval. A deduction will be made from credits issued to cover cost of handling.
4. **TAXES** - Prices shown do not include sales or other taxes imposed on the sale of goods. Taxes now or hereafter imposed upon sales or shipments will be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption certificate.
5. **DELAY IN DELIVERY** - Seller is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Seller's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Seller be liable for any consequential or special damages arising from any delay in shipment or delivery.
6. **WARRANTIES** - Seller warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties made to Seller by the manufacturer of the goods. **SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF SELLER, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH A NUCLEAR FACILITY.**
7. **LIMITATION OF LIABILITY** - Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Seller, a copy of which will be furnished upon written request. Furthermore, Seller's liability shall be limited to either repair or replacement of the goods or refund of the purchase price, all at Seller's option, and in no case shall Seller be liable for special or consequential damages. In addition, claims for shortages other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment.
8. **WAIVER** - The failure of Seller to insist upon the performance of any of the terms or conditions of this contract or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this contract.
9. **MODIFICATION OF TERMS AND CONDITIONS** - No terms and conditions other than those stated herein, and no agreement or understanding, in any way purporting to modify these terms or conditions, shall be binding on Seller without the Seller's written consent. Any additional or different terms in the Buyer's form are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.
10. **REELS** - When the Seller ships returnable reels, a reel deposit will be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
11. **CERTIFICATION** - We hereby certify that these goods were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.
12. **PAYMENT TERMS** - Payment terms shall be as stated on our invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of 1-1/2% or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, Mastercard, American Express and Discover credit cards are accepted at point of purchase only.

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill.
 Unless noted, the estimated ship date will be determined at the time of order placement.