

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B3600272

PRINT DATE: 01/25/23

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: GRAYBAR ELECTRIC CO INC 3701 E MONUMENT ST BALTIMORE, MD 21205 (410)342-5500 EXT 3127	REFER QUESTIONS TO: MATTHEW SMITH (410)767-3039 MATTHEW.SMITH2@MARYLAND.GOV	
ITB:	EXPR DATE: 01/31/25 POST DATE: 01/17/23	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: .00

TERMS:

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

STATEWIDE CONTRACT (ICPA)
FOR

ELECTRICAL, LIGHTING, DATA COMMUNICATIONS AND SECURITY PRODUCTS AND
RELATED PRODUCTS, SERVICES AND SOLUTIONS

THIS IS THE FIRST OF THREE 2-YR RENEWAL OPTIONS BEGINNING FEBRUARY 1,
2023 THROUGH JANUARY 31, 2025.

FOR THE LATEST PRICING AND PRODUCT INFORMATION, VISIT:

[HTTPS://WWW.OMNIAPARTNERS.COM/PUBLICSECTOR/SUPPLIERS/GRAYBAR/PRICING-S
HIPPING](https://www.omniapartners.com/publicsector/suppliers/graybar/pricing-sipping)

PRIMARY CONTACT: MONTE HULLINGER / JESSICA TAMBOURINE
PRIMARY NUMBER: 410-342-5500
PRIMARY EMAIL: MONTE.HULLINGER@GRAYBAR.COM
JESSICA.TAMBOURINE@GRAYBAR.COM

THIS IS AN INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT IN
ACCORDANCE WITH U.S. COMMUNITIES CONTRACT NUMBER EV2370. BASED ON *
THIS CONTRACT, THE VENDOR WILL SUPPLY ELECTRICAL, LIGHTING, DATA
COMMUNICATIONS AND SECURITY PRODUCTS AND RELATED PRODUCTS, SERVICES
AND SOLUTIONS FOR THE STATE OF MARYLAND AND ITS USING AGENCIES.

MARYLAND LAW PREVAILS:

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TERMS (cont'd):

THE PROVISIONS OF THIS CONTRACT SHALL BE GOVERNED BY THE LAWS OF MARYLAND.

CONTRACT REQUIREMENTS:

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

ANY ORDER PLACED BY A PARTICIPATING ENTITY FOR A PRODUCT AND/OR SERVICE AVAILABLE UNDER THE MASTER AGREEMENT SHALL BE DEEMED TO BE A SALE UNDER (AND GOVERNED BY THE PRICES AND OTHER TERMS AND CONDITIONS) OF THE MASTER AGREEMENT UNLESS THE PARTIES TO THE ORDER AGREE, IN WRITING, THAT ANOTHER CONTRACT OR AGREEMENT APPLIES TO SUCH ORDER.

DELIVERY AND ACCEPTANCE:

DELIVERY SHALL BE MADE IN ACCORDANCE WITH THE SOLICITATION SPECIFICATIONS. THE STATE, IN ITS SOLE DISCRETION, MAY EXTEND THE TIME OF PERFORMANCE FOR EXCUSABLE DELAYS DUE TO UNFORESEEABLE CAUSES BEYOND THE CONTRACTOR'S CONTROL. THE STATE UNILATERALLY MAY ORDER IN WRITING THE SUSPENSION, DELAY OR INTERRUPTION OF PERFORMANCE HEREUNDER. THE STATE RESERVES THE RIGHT TO TEST ANY MATERIALS, EQUIPMENT, SUPPLIES, OR SERVICES DELIVERED TO DETERMINE IF THE SPECIFICATIONS HAVE BEEN MET. THE MATERIALS LISTED IN THE BID OR PROPOSAL SHALL BE DELIVERED FOB THE POINT OR POINTS SPECIFIED PRIOR TO OR ON THE DATE SPECIFIED IN THE BID OR PROPOSAL. ANY MATERIAL THAT IS DEFECTIVE OR FAILS TO MEET THE TERMS OF THE SOLICITATION SPECIFICATIONS SHALL BE REJECTED. REJECTED MATERIALS SHALL BE PROMPTLY REPLACED. IF THE VENDOR REFUSES TO REPLACE REJECTED MATERIALS, THE STATE RESERVES THE RIGHT TO PURCHASE REPLACEMENT MATERIALS IN THE OPEN MARKET AND THE VENDOR SHALL BE LIABLE FOR ANY EXCESS PRICE PAID FOR THE REPLACEMENT, PLUS APPLICABLE EXPENSES, IF ANY.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS: THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.

A. PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

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TERMS (cont'd):

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
 - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
 - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE ; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
- (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
- (C) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (D) ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.
- (E) CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BEEN FORCED AGAINST THE STATE OF MARYLAND.

ELECTRONIC TRANSACTION FEE:

- A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT

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TERMS (cont'd):

SALES. THE ELECTRONIC TRANSACTION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

B.

THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO THE PROGRAM MANAGER, KIM HACKETT AT KIMBERLY.HACKETT@MARYLAND.GOV, AND TO EBONY SALAKO AT AWAWU.SALAKO@MARYLAND.GOV.

C. FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER

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

D. PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

EMM CATALOG:

THE CONTRACT AWARDEE IS REQUIRED TO REGISTER AS A VENDOR IN THE EMARYLAND MARKETPLACE ECATALOG DIRECTORY (ONLINE SHOPPING ENVIRONMENT). IT OFFERS A VIRTUAL SHOP FRONT FOR YOUR GOODS AND SERVICES TO BE PURCHASED WITH EASE ACROSS THE STATE THROUGH THE SYSTEM. PLEASE CONTACT CATHY MARZOLA AT (410) 767-1492 REGARDING INFORMATION AND INSTRUCTIONS ON JOINING THE EMM ECATALOG. YOU MUST COORDINATE THE UPLOAD OF YOUR PRODUCT CATALOG TO ENSURE MAXIMUM USE OF YOUR PRODUCTS AND SERVICES PER CONTRACT TERMS.

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

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TERMS (cont'd):

WARRANTY:

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

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

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

THE STATE AND GRAYBAR, INC. HAVE AGREED TO INCORPORATE THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000. IN THE EVENT OF A CONFLICT BETWEEN THE ATTACHED MARYLAND TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000 AND THE TERMS AND CONDITIONS OF THE U.S. COMMUNITIES MASTER AGREEMENT EV2370 WITH THE CITY OF KANSAS CITY, MO, THE TERMS OF THE MARYLAND TERMS AND CONDITIONS FOR CONTRACTS OVER \$25,000 WILL TAKE PRECEDENCE OVER TERMS CONTAINED IN THE U.S. COMMUNITIES MASTER AGREEMENT.

ELECTRONIC FUNDS TRANSFER: THIS PROVISION ON ELECTRONIC FUNDS TRANSFER APPLIES TO CONTRACTS OF OVER \$200,000 FOR WHICH PAYMENTS ARE MADE THROUGH THE STATE COMPTROLLER.

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
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0001	28595-00000A	EA	245,284.8900
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MISCELLANEOUS ELECTRICAL SUPPLIES

FOR THE LATEST PRICING AND PRODUCT INFORMATION, VISIT:

[HTTPS://WWW.OMNIAPARTNERS.COM/PUBLICSECTOR/SUPPLIERS/GRAYBAR/PRICING-S
HIPPING](https://www.omniapartners.com/publicsector/suppliers/graybar/pricing-sipping)

END OF ITEM LIST

SUSTAINABILITY:

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

INDOOR LIGHTING LAMPS AND FIXTURES

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

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

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

PROHIBITED PRODUCTS:

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

THE FOLLOWING TYPES OF LAMPS SHALL NOT BE PROVIDED ON THIS CONTRACT DUE TO THEIR LOW ENERGY EFFICIENCY AND/OR POOR LIGHT

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QUALITY ISSUES: INCANDESCENT EXIT SIGN LAMPS, STANDARD INCANDESCENT LAMPS, WHICH CAN BE REPLACED WITH OTHER MORE ENERGY EFFICIENT TECHNOLOGIES SUCH AS LEDS, CFLS AND HIGH-EFFICIENCY HALOGENS & MERCURY-VAPOR HID LAMPS.

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

MERCURY VAPOR (ALL) METAL HALIDE (PROBE-START FOR 150-500 WATT LAMPS) MAGNETIC T12 AND T9 CIRCULAR (ALL) 2 PIN (MAGNETIC) FLUORESCENT (ALL) PREHEAT (MAGNETIC) FLUORESCENT (ALL)

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

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AUTHORIZED BY: _____ **DATE:** _____
BUYER AUTHORIZED DESIGNEE