



Graybar
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From: Farhan Shakil
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Project Location Las Positas College - MV Gear
Quote DUCA QUOTES18-23989-1

To: Bruce Rich
WSP FLACK KURTZ
405 Howard St
Suite 500
San Francisco CA 94105
Phone: (415) 398-3833

For
Bid Date Oct 19, 2018
Expires Nov 18, 2018

QTY	Type	MFG	Part	Price	UQ	ExtPrice
1		IEMG	PER ATTACHED Q-69378 REV2	\$772,669.57		\$772,669.57
Note			PRE-PURCHASE ENGINEERING OPTION, HOLD FOR RELEASE, PENDING ASSIGNMENT TO CONTRACTOR FULL ENGINEERED DRAWINGS, READY FOR APPROVAL AND RELEASE TO MANUFACTURE:			
1		IEMG	ENGINEERED DRAWINGS LOT PRICE	\$154,533.70		\$154,533.70

Terms and conditions of sale:

Bill Of Material listed is quoted to ship direct to the jobsite or another non-Graybar location specified by the customer. Material that needs to be reshipped through Graybar's warehouse will need to be requoted and approved prior. Price does not include additional special services

***No spares or mockups included in quote unless noted ***

Quotation per counts provided. No exceptions unless noted

No spares are included unless noted above.

The bid is quoted (as specified or approved equal).

No lamps, fuses, etc., tax, and/or accessories are included unless otherwise noted.

Approximate lead times and shipping points are available upon request.

This quote may qualify for Graybar Leasing Program, please contact (800)241-7408.

Quote is based strictly on information supplied by you at bid time.

Quote is limited to the above and/or attached bill of material.

Sales tax is not included.

S.P. =Shipping point

DEST=Destination

SPFA=Shipping Point Freight Allowed

SPPPD=Shipping Point Prepaid and Bill the Freight

Graybar follows a thorough approval process for all suppliers in an effort to help our customers make the best purchasing decision.

There are occasions where the approval process requires more time than the quotation process.

Additionally, this process sometimes produces issues, which may cause our original quotation to be altered or even cancelled due to circumstances beyond our control.

Consequently, we are making this quotation to you in the interest of time, but reserve the right to make changes to our quotation as a result of the approval process.

1. ACCEPTANCE OF ORDER/TERMINATION-Acceptance of any order is subject to credit approval and acceptance of an order by Graybar and, when applicable, Graybar's suppliers. If Buyer's credit becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability to Graybar.

2. PRICES AND SHIPMENTS- Unless otherwise quoted, prices shall be those in effect at time of shipment which shall be made FOB 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 Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.

5. DELAY IN DELIVERY- Graybar 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 Graybar's reasonable control. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.

6. WARRANTIES- Graybar warrants all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. GRAYBAR 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 GRAYBAR, 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 APPLICATION 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.

7. LIMITATION OF LIABILITY- Buyer's remedies under this contract are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods or refund of the purchase price; all at Graybar's option, and in no case shall Graybar 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 Graybar 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 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 the Graybar without the Graybar'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 Graybar 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. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA), irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.

13. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.

14. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgement or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and hereby agrees to appear in any such action upon written notice thereof.

15. PAYMENT TERMS- Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As 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 cards are accepted at point of purchase only.