



4800 FORBES BLVD
LANHAM MD 20706-4304
Phone: 301-306-3200
Fax: 301-731-0573

To: MISC GOVT
4800 FORBES BLVD
LANHAM MD 20706
Attn: Dawn Taft
Phone: 804-279-2750
Email: peter.rotkis@graybar.com
Fax:

Date: 03/11/2020
Project Name:
GB Quote #: 0234937323
Purchase Order Nbr:
Release Nbr:
Additional Ref#:
Revision Nbr:
Valid From: 03/11/2020
Valid To: 04/10/2020
Contact: PETER ROTKIS
Email: peter.rotkis@graybar.com

Proposal

We appreciate your request and take pleasure in responding as follows

Notes: * 10 WEEK LEAD TIME * INCLUDES ALL SHIPPING COSTS * "QUOTED PER OMNIA CONTRACT #EV2370"

Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1	FIRST LIGHT TECH	HYATT PARK MATERIAL		\$19,900.47	1	\$19,900.47

GB Part#:NOF FL1 FIRSTLIGHT

Item Note: * QUANTITY 9 - WLB-102-BK-SYM-NW-04 * QUANTITY 3 - SCL-SPMU-BK-T4-NW-09 * QUANTITY 3 - PLE-AL-4S-TH1-SD-12-BK

200	1	ENNIS ELECTRIC	HYATT PARK LABOR		\$16,957.50	1	\$16,957.50
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GB Part#:NOF EN9 ENNIS

Item Note: * We propose to furnish the materials and labor necessary to provide the following scope or work: * 1. Drill (3) 30" holes and install (3) pre-cast light pole bases for new solar light poles. A 24" dia. base will be provided 6" above grade. Please allow an additional \$1500.00 per base if a poured base and footing is necessary due to soil conditions. A stamped structural drawing will be provided for the pre-cast * bases. * 2. Install (3) First Light Type SCL pole lights and solar panels provided by others. Fixtures to be pre-programmed by the factory for customer settings. * 3. Drill (9) 12" holes and install (9) customer supplied First light Type WLB2 bollards. A 12" dia. concrete base will be provided for the bollards. * 4. All locations must be pre-approved before any construction begins. We request a City of Hyattsville representative be present for this site walk. * 5. Remove spoils and repair ground around new bases using seed and straw. * 6. Obtain a permit from the jurisdiction (if necessary) for the project and provide inspection reports. * Our proposal excludes the following: * * Identification or abatement of hazardous materials. * * Liability for errors or omissions in the design, drawings and specifications. * * Coordination or engineering studies. * * Performance and payment bonds. * * Soil analysis report and sediment control.

Total in USD (Tax not included): \$36,857.97

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.

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.

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Date: 03/11/2020

Project Name:

GB Quote #: 0234937323

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GRAYBAR ELECTRIC COMPANY, INC.

TERMS AND CONDITIONS OF SALE

1.,,ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order issubject to credit approval and acceptance of order by Graybar ElectricCompany, Inc. ("Graybar") and, when applicable, Graybar's suppliers. Ifcredit of the buyer of the goods or services ("Buyer") becomesunsatisfactory to Graybar, Graybar reserves the right to terminate uponnotice to Buyer and without liability to Graybar.

2.,,PRICES AND SHIPMENTS - Unless otherwise quoted, prices for goodsshall be those in effect at time of shipment, which shall be made F.O.B.shipping point, prepaid and bill. Unless otherwise indicated in theapplicable quotation or statement of work, prices for services shall bethose in effect at the time of completion. The contract price for goodsand or services shall be increased by the amount of any applicletariff, excise, fee, assessment, levy, charge or duty of any kindwhatsoever, imposed, assessed or collected by any governmental body,whether or not reflected in the costs charged to Graybar, and Graybarmay increase its cost for goods and or services appropriately to takeinto account such increases in Graybar's costs.

3.,,RETURN OF GOODS - Credit may be allowed for goods returned withprior approval. A deduction may be made from credits issued to covercost of handling. Returns will not be accepted for services or anymaterial which has been modified at the request of or by Buyer. Inaddition, no custom orders may be returned.

4.,,TAXES - Prices shown do not include sales or other taxes imposed onthe sale of goods or services. Taxes now or hereafter imposed uponsales, shipments or services will be added to the purchase price. Buyeragrees to reimburse Graybar for any such tax or provide Graybar withacceptable tax exemption certificate.

5.,,DELAY IN DELIVERY - Graybar is not to be accountable for delays indelivery of goods or services occasioned by acts of God, failure of itssuppliers to ship or deliver on time, or other circumstances beyondGraybar's reasonable control. Factory shipment or delivery dates arebest estimates, and in no case shall Graybar be liable for anyconsequential or special damages arising from any delay in provision ofservices, shipment or delivery.

6.,,LIMITED WARRANTIES - Graybar warrants that all goods sold are freeof any security interest and will make available to Buyer alltransferable warranties (including without limitation warranties withrespect to intellectual property infringement) made to Graybar by themanufacturer of the goods. Buyer acknowledges that the performance ofany service which alters the manufacturer provided goods as indicated inthe statement of work may void the manufacturer's warranty. Graybarshall use the same care and skill a similarly situated provider of likeservices would exercise following commonly accepted industry practicesin the performance of its duties under this agreement. GRAYBAR MAKES NOOTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALLIMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIESOF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED INWRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLDHEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANYSAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2)IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECTPATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOTBE MAINTAINED AT ALL TIMES.

7.,,LIMITATION OF LIABILITY - Buyer's remedies under this agreement aresubject to any limitations contained in manufacturer's terms andconditions to Graybar, a copy of which will be furnished upon writtenrequest. Furthermore, Graybar's liability shall be limited to eitherrepair or replacement of the goods, re-performance of the services, orrefund of the purchase price, all at Graybar's option, and IN NO CASESHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIALDAMAGES. In addition, claims for shortages, other than loss in transit,must be made ind writing not more than five (5) days after receipt ofshipment. Unless otherwise agreed in the applicable statement of work,acceptance of services will occur not more than five (5) days aftercompletion of performance.

8.,,WAIVER - The failure of Graybar to insist upon the performance ofany of the terms or conditions of this agreement or to exercise anyright 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 awaiver of any other term, condition, or right under this agreement.

9.,,MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all othercommunications, negotiations, and prior oral or written statementsregarding the subject matter of these terms and conditions. No change,modification, rescission, discharge, abandonment, or waiver of theseterms and conditions shall be binding upon Graybar unless made inwriting and signed on its behalf by a duly authorized representative ofGraybar. No conditions, usage of trade, course of dealing orperformance, understanding or agreement, purporting to modify, vary,explain, or supplement these terms and conditions shall be bindingunless hereafter made in writing and signed by the party to be bound.Any proposed modifications or additional terms are specifically rejectedand deemed a material alteration hereof. If this document shall bedeemed an acceptance of a prior offer by Buyer, such acceptance isexpressly conditional upon Buyer's assent to any additional or differentterms set forth herein.

10.,,REELS - When Graybar ships returnable reels, a reel deposit may beincluded in the invoice. The Buyer should contact the nearest Graybarservice location to return reels.

11.,,CERTIFICATION - Graybar hereby certifies that these goods wereproduced in compliance with all applicable requirements of Sections 6,7, and 12 of the Fair Labor Standards Act, as amended, and ofregulations and orders of the United States Department of Labor issuedunder Section 14 thereof. This agreement is subject to Executive Order1246, as amended, the Rehabilitation Act of 1973, as amended, theVietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O.13496, 29 CFR Part 471, Appendix A to Subpart A, and the correspondingregulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and60-250.5 are incorporated herein by reference, to the extent legallyrequired.

12.,,FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicablelaws and regulations relating to anti-corruption, including, withoutlimitation, (i) the United States Foreign Corrupt Practices Act (FCPA)(15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for EconomicCooperation and Development's Convention on Combating Bribery of ForeignPublic Officials in International Business Transactions, the U.N.Convention Against Corruption, and the Inter-American Convention AgainstCorruption in Buyer's country or any country where performance of thisagreement or delivery of goods will occur.

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

14.,,GENERAL PROVISIONS - All typographical or clerical errors made byGraybar in any quotation, acknowledgment or publication are subject tocorrection. This agreement shall be governed by the laws of the State ofMissouri applicable to contracts to be formed and fully performed withinthe State of Missouri, without giving effect to the choice or conflictsof law provisions thereof. All suits arising from or concerning thisagreement shall be filed in the Circuit Court of St. Louis County,Missouri, or the United States District Court for the Eastern Districtof Missouri, and no other place unless otherwise determined in Graybar'ssole discretion. Buyer hereby irrevocably consents to the jurisdictionof such court or courts and agrees to appear in any such action uponwritten notice thereof.

15.,,PAYMENT TERMS - Payment terms shall be as stated on Graybar'sinvoice or as otherwise mutually agreed. As a condition of the salesagreement, a monthly service charge of the lesser of 1-1/2% or themaximum permitted by law may be added to all accounts not paid by netdue date. Visa, MasterCard, American Express, and Discover credit cardsare accepted at point of purchase only.

16.,,EXPORTING - Buyer acknowledges that this order and the performancethereof are subject to compliance with any and all applicable UnitedStates laws, regulations, or orders. Buyer agrees to comply with allsuch laws, regulations, and orders, including, if applicable, allrequirements of the International Traffic in Arms Regulations and/or theExport Administration Act, as may be amended. This equipment and associated installation charges may be financed on a low monthly payment through Graybar financial services (subject to credit approval) or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters. For more information call 1-800-244-7400 or speak with a leasing specialist.

17.,, CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or makechanges to a statement of work up to five (5) business days prior tocommencement of the work. All changes and cancellations after such dateare subject to Graybar's prior written approval in Graybar's sole andabsolute discretion. Buyer shall pay to Graybar amounts necessary tocover cancellation, restocking fees and other charges applicable to thecancelled goods or services including those incurred or committed to byGraybar.

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