



1402 LAREDO STREET
 CORPUS CHRISTI TX 78401
 Phone: 361-886-4100
 Fax: 361-886-4199

To: HIDALGO COUNTY
 HIDALGO COUNTY
 P.O. BOX 1356
 EDINBURG TX 78539
 Attn: Rick Sunday
 Phone: 956-292-7010
 Fax: 956-318-2152
 Email: james.wiggins@graybar.com

Date: 08/19/2010
 Proj Name:
 GB Quote #: **211396503**
 Valid From: 08/09/2010
 Valid To: 09/08/2010
 Contact: James Wiggins
 Email: james.wiggins@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: UTILIZING GRAYBAR US COMMUNITIES MASTER AGREEMENT # MA-IS-43272							
JOB LOCATION OLD ADMIN BLDG							
100	2 EA	LEVITON ELECTRICAL	ODS10-IDW	DECORA OCCUPNCY SENSR WHT	\$35.00	1	\$70.00
GB Part #: 99554488 UPC #: 07847701018							
200	38 EA	LEVITON ELECTRICAL	ODS0D-IDW	DUAL RELAY DECO WALL SW W	\$67.29	1	\$2,557.02
GB Part #: 99554500 UPC #: 07847795408							
300	2 EA	LEVITON ELECTRICAL	VPT24-1PZ	24HR TIMER	\$43.60	1	\$87.20
GB Part #: 25265868 UPC #: 07847747755							
400	2 EA	LEVITON ELECTRICAL	OSC04-I0W	INFARED OCC SENSOR	\$54.31	1	\$108.62
GB Part #: 25042117 UPC #: 07847718053							
500	6 EA	LEVITON ELECTRICAL	OSC05-M0W	MULTI TECH CEILING SENSOR	\$80.04	1	\$480.24
GB Part #: 25049293 UPC #: 07847718055							

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.

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Item	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
600	5 EA	LEVITON ELECTRICAL	OSC10-U0W	ULTRASONIC CEILING SENSOR	\$80.04	1	\$400.20
GB Part #: 25047056		UPC #: 07847718056					
700	4 EA	LEVITON ELECTRICAL	OSC20-U0W	ULTRASONIC CEILING SENSOR	\$93.63	1	\$374.52
GB Part #: 25049294		UPC #: 07847718059					
800	8 EA	LEVITON ELECTRICAL	OSWLR-I0W	OCCUPANCY SENSOR	\$94.04	1	\$752.32
GB Part #: 25096033		UPC #: 07847718835					
900	25 EA	LEVITON ELECTRICAL	OSP20-D0	20A 277V POWER PACK	\$26.10	1	\$652.50
GB Part #: 22126579		UPC #: 07847716274					

Signed: _____

Total in USD (Tax not included): \$5,482.62

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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.

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 P.O. BOX 1356
 EDINBURG TX 78539
 Attn: Richard Sunday
 Phone: 956-292-7010
 Fax: 956-318-2152
 Email: JAMES.WIGGINS@GRAYBAR.COM

Date: 08/19/2010
 Proj Name:
 GB Quote #: 211463592
 Valid From: 08/18/2010
 Valid To: 09/17/2010
 Contact: James Wiggins
 Email: james.wiggins@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: UTILIZING US COMMUNITIES MASTER AGREEMENT # MA-IS 43272							
JOB LOCATION PCT 3 MULTIPLEX							
100	942 EA	GENERAL ELEC	F32T8/SP41/ECO	FLUOR LAMP	\$1.14	1	\$1,073.88
GB Part #: 97194102 UPC #: 04316826668							

Signed: _____

Total in USD (Tax not included): \$1,073.88

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PRICE SHEET

TERM CONTRACT AWARD

CONTRACT NO: MA-IS-43272-6

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
5	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS: Motor Controls & Transformers - Citech Scada Systems</p> <p>Pricing is List Price from Current Manufacturer's Price List, NO DISCOUNT Offered</p>	0.000		DISCOUNT	0.0000 %
6	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS: Heating & Ventilation - Hunter Fan Lamps & Ballasts - General Electric: Projection Lamps Lighting Fixtures - Watt Stopper: Lighting Control Products Motor Controls & Transformers - Fasco: Motors Raceway & Plugmold - Holocom Tools, Testers & Fasteners - Clauss: Fiber Optic Stippers Wiring Devices & Telecom - Ericson Manufacturing: Plugs & Connectors</p> <p>Pricing is Discount Off of Current Vendor's Best Price List</p>	0.000		DISCOUNT	3.0000 %
8	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS: Enclosures & Cabinets - Rubbermaid: Containers & Storage Bins Tools, Testers & Fasteners - Allied Bolt: Fasteners Tools, Testers & Fasteners - Purdy: Paint Brushes</p> <p>Pricing is Discount Off of Current Vendor's Best Price List</p>	0.000		DISCOUNT	4.0000 %
9	<p>COMMODITY CODE: 285-93-00-047498</p> <p>ELECTRICAL PRODUCTS: Tools, Testers & Fasteners - Black & Decker / Dewalt: Accessories Tools, Testers & Fasteners - Greenlee: Tools, Testers Wiring Devices & Telecom - Woodhead: Cordgrips, Wiring Devices</p> <p>Pricing is Discount Off of Current Vendor's Best Price List</p>	0.000		DISCOUNT	5.0000 %

PRICE SHEET		TERM CONTRACT AWARD			
					PAGE
					41
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UOM	PRICE TYPE	VALUE
239	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 17W T8 Flourescent Lamp 4100K - Ctlg. # F17T8/SP41/ECO	0.000	EA	ITEM	\$ 1.760000
240	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 17W T8 Flourescent Lamp 3500K - Ctlg. # F17T8/SPX35/ECO	0.000	EA	ITEM	\$ 1.940000
241	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 20W T12 Flourescent Lamp CW - Ctlg. # F20T12/CW	0.000	EA	ITEM	\$ 1.220000
242	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 26W 4 Pin DM Blax Compact Flourescent - Ctlg. # F26DBXT4SPX35/4P	0.000	EA	ITEM	\$ 5.290000
243	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 32W T8 LM Flourescent Lamp 3500K - Ctlg. # F32T8/SPX35/ECO	0.000	EA	ITEM	\$ 1.490000
244	COMMODITY CODE: 285-61-00-027247 ELECTRICAL PRODUCTS: General Electric - 32W T8 LM Flourescent Lamp 4100K - Ctlg. # F32T8/SPX41/ECO	0.000	EA	ITEM	\$ 1.490000



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Notes: Utilizing Graybar US Communities Master Agreement # MA-IS-43272							
JOB LOCATON PCT 3 MULTIPLEX							
100	942 EA	GENERIC VENDOR	MT81200-120-13M	LED 48" LAMP	\$53.65	1	\$50,538.30

Signed: _____

Total in USD (Tax not included): \$50,538.30

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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.
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