

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.	0014A0109		
City & County of Denver		Date:	1/16/2009	Revision No.	
Purchasing Division		Payment Terms	Net 30		
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Vendor		
United States		Buyer:	Joe Saporito		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8118		

Vendor: 0000072419 Phone: 303-629-7721 Fax: 308-825-7608

Summers Group
 dba Rexel
 11775 E. 45th Ave.
 Denver, CO. 80239

Ship To: Various Locations
 Bill To: Various Locations

Attn: Robert Bullion

1. Goods/Services:

Rexel, a Colorado corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from 1/20/2009 to and including 2/28/2011. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of One Million (\$1,000,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or

statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: Rexel
(Company Name)

By: *Robert Sullivan*
(Authorized Signature)

Print Name: Robert Sullivan

Title: Acct Mgr - Industrial Sales

Date: 1/29/2009

City & County of Denver, Purchasing Division

By: *Joe Saporito*

Print Name: Joe Saporito

Title: ASSOCIATE BUYER

Date: 1/29/09

EXHIBIT "A"

Vendor: Rexel
Title: Electrical Supplies
Master Purchase Order No.: 0014A0109

It is recommended that you use your Master Purchase Order No.: – 0014A0109, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

DISCOUNTS (FROM PUBLISHED PRICE LISTS):

Published Price List(s) must be common to, and accepted by the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, discounts offered as part of this Master Purchase Order are to be firm for a period of thirty (30) calendar days from January 8, 2009. Revised Price Lists will not be accepted by the City until after the thirty days have expired. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

Revised Prices will not become effective until revised list(s) are submitted to the City under vendor cover letter identifying the applicable contract agreement number. Vendor cover letter and pricing lists must be dated, signed and submitted to the Director of Purchasing.

In lieu of printed price list, any of the following may be provided:

- Web-based
- CD
- Computer run
- Excel.

CATALOG AND PRICE LISTS:

Vendor must provide with the proposal a copy of the current manufacturer's price list and catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated.

ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

F.O.B. POINT:

All prices and or discounts quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to various City agencies located throughout the Denver metro area and Denver International Airport.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 72 hour period.

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

VOLUME AND USAGE REPORTS:

Vendor is required to maintain a record of purchases that are made in conjunction with this award. Such reports should include the following information:

- Award item number,
- City agency requesting the product(s)
- or manufacturer's name and product number
- Quantity order
- Back ordered amount
- If applicable replacement product accepted by the City
- Each and total cost for the order
- Total annual amounts ordered and spent by the City

If this award is used by another political entity, the City requests if possible usage reports reflecting the same information as above.

Such record will be made available to the Purchasing Division annually and will be submitted to the buyer of record.

Such information may also be requested by authorized individuals within the various City agencies that utilize this award.

***NOTE - Rexel** is to be aware that individual expenditures are not to exceed \$5,000.00 per item. The amount may only be exceeded with prior approval by the Purchasing Division of the City and County of Denver.

PROPOSAL ITEMS:

Rexel

3, 8, 12, 13, 17, 18, 25, 26, 27, 29, 31, 34, 36, 39, 49, 50, 52, 53, 54, 55, 57, 68, 69, 70, 72, 80, 86, 93, 94, 96, 100, 103, 109, 118, 121, 122, 125, 128, 133, 139, 142, 143, 144, 145, 146, 150, 153, 158, 159, 165, 166, 168, 170, 176, 177, 178

Item No.	Manufacturer	List Sheet	Discount (-), Markup (+), or Net (0) from List Sheet or Dealer Cost Sheet Furnished
3	ALLEN-BRADLEY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-17%
8	AMP	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-14%
12	ANCHOR / THOMAS & BETTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-39%
13	APPLETON (BOXES)	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-62%
17	BAND-IT PRODUCTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-6%
18	BELDON	Sheet #: _____ Dated: _____ _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%

25	BRADY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-22%
26	BRIDGEPORT - DIECAST	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-56%
27	BRIDGEPORT – STEEL	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-56%
29	BRUSH FUSES	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-52%
31	BUCHANAN / IDEAL	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-33%
34	CADDY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-26%
36	CHALLENGER	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%
39	CIRCLE A-W	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-37%
49	EASY HEAT	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-48%

50	EDWARDS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-26%
52	EMERGI-LITE	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-28%
53	ERICSON	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-25%
54	EVEREADY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-32%
55	EXIDE	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-20%
57	FEDERAL SIGNAL	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-25%
68	HALO LIGHTING	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-32%
69	HAMMOND	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-22%
70	HEVI-DUTY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-20%

72	HOLUB / THOMAS & BETTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-18%
80	INTERMATIC	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%
86	KEENE LIGHTING	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
93	LEE	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%
94	LEVITON	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-48%
96	LITHONIA LIGHTING	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-39%
100	MAGNOLIA	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-15%
103	MASTERLOCK	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
109	MINERALAC	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-48%

118	NUTONE HOUSING PRODUCTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-50%
121	ORTRONIC	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
122	OZ GEDNEY	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-51%
125	PARAGON	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
128	PERFECT LINE / THOMAS & BETTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-56%
133	POWER-STRUT / ALLIED	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-42%
139	RACO (FITTINGS)	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-63%
142	REMCON	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-12%
143	RHINO	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-15%

144	ROYAL / ESSEX	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-42%
145	RUSSELLSTOLL / THOMAS & BETTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-20%
146	S.L. WABER	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-22%
150	SIMPSON INSTRUMENTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-7%
153	STAHLIN	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-40%
158	SYSTIMAX	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
159	SUPERIOR	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%
165	UNISTRUT	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-64%
166	UNION / THOMAS & BETTS	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-26%

168	VALCOM	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-10%
170	WALKER / WIREMOLD	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-25%
176	WIREMOLD	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-26%
177	WOODHEAD	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-27%
178	3-M CORP. (ELECTRICAL TAPE, GENERAL ELECTRICAL PRODUCTS)	Sheet #: _____ Dated: _____ Price Column to be used: _____ (Example: List, Dealer Cost, Retail, etc.)	-30%

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS			Master Purchase Order No. 0014A0209	
City & County of Denver			Date: 1/29/2009	Revision No.
Purchasing Division			Payment Terms Net 30	
201 West Colfax Avenue, Dept. 304			Freight Terms DESTINATION	
Denver, CO 80202			Ship Via Vendor	
United States			Buyer: Joe Saporito	
Phone: 720-913-8100 Fax: 720-913-8101			Phone: 720-913-8118	

Vendor: 0000000220 Phone: 303-623-1233 Fax: 303-623-2264

Consolidated Electrical Distributors, Inc.
2405 W. 5th Ave.
Denver, CO. 80204

Ship To: Various Locations
Bill To: Various Locations

Attn: Bryan Brown

1. Goods/Services:

Consolidated Electrical Distributors, a Colorado corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Extension or Renewal:

The effective period of this Master Purchase Order shall be from 1/20/2009 to and including 2/28/2011. It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than two (2) yearly extensions shall be made to the original Master Purchase Order.

5. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

6. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

7. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

8. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

9. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

10. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of One Hundred Thousand (\$100,000). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

11. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

12. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

13. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

14. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

15. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

16. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

17. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

18. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

19. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

20. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Master Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Master Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A"VIII or better. Each policy shall contain a valid provision stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Denver Risk Administrator, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. City reserves the right to require Vendor to provide a bond, at no cost to City, in the amount of the deductible or self-insured retention to guarantee payment of claims. The insurance coverages specified in this Master Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Master Purchase Order to its insurance agent or broker and have its agent or broker provide proof of Vendor's required insurance on the industry standard ACORD form. City reserves the right to require Vendor to provide a certificate of insurance, a policy, or other proof of insurance as required by City's Risk Administrator in his sole discretion. Vendor's insurer shall name City as an additional insured and waive subrogation rights against City. All sub-consultants, subcontractors, independent contractors, suppliers or other entities providing goods/services hereunder shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Master Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain general liability coverage with limits of \$1,000,000 for each occurrence claim, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations for each occurrence, and \$2,000,000 policy aggregate. Vendor shall maintain auto coverage with limits of \$1,000,000 for bodily injury per person, \$1,000,000 for bodily injury for each accident, and \$1,000,000 for property damage applicable to all vehicles operating on City property and elsewhere. For general liability coverage, the policy must provide the following: (i) unlimited defense costs in excess of policy limits; (ii) contractual liability covering the indemnification provisions of this Master Purchase Order; (iii) severability of interests provision; (iv) waiver of exclusion for lawsuits by one insured against another; (v) provision that coverage is primary; (vi) provision that coverage is non-contributory with other coverage or self-insurance provided by City; and (vii) if the policy is a claims-made policy, then the retroactive date must be on or before the first date when any goods or services were provided to City.

21. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

22. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or

statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

23. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

24. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

25. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

26. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

27. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

28. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

29. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

This Master Purchase Order is acknowledged and agreed to by:

City & County of Denver, Purchasing Division

Vendor Name: C.E.D.
(Company Name)

By: 
(Authorized Signature)

Print Name: BRYAN BROWN

Title: SALBS REP

Date: 1/29

By: 

Print Name: Joe Saporito

Title: ASSOCIATE BUYER

Date: 1/29/09

EXHIBIT "A"

Vendor: C.E.D.
Title: Electrical Supplies
Master Purchase Order No.: 0014A0209

It is recommended that you use your Master Purchase Order No.: – 0014A0209, in all future correspondence, billing, invoicing or other communications.

Description of the goods, and services related thereto, being purchased and pricing:

DISCOUNTS (FROM PUBLISHED PRICE LISTS):

Published Price List(s) must be common to, and accepted by the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised Published Price Lists may be used as a means of price adjustment. However, discounts offered as part of this Master Purchase Order are to be firm for a period of thirty (30) calendar days from January 8, 2009. Revised Price Lists will not be accepted by the City until after the thirty days have expired. Revised Published Price Lists will be accepted only in the event of an industry-wide price change, as evidenced by the issuance of revised price lists by the manufacturer.

Revised Prices will not become effective until revised list(s) are submitted to the City under vendor cover letter identifying the applicable contract agreement number. Vendor cover letter and pricing lists must be dated, signed and submitted to the Director of Purchasing.

In lieu of printed price list, any of the following may be provided:

- Web-based
- CD
- Computer run
- Excel.

CATALOG AND PRICE LISTS:

Vendor must provide with the proposal a copy of the current manufacturer's price list and catalog that will be in effect at the commencement of the contract and from which the discounts offered will be evaluated.

ESTIMATED QUANTITIES:

The City does not guarantee any quantity of item listed herein to be ordered during the coming year.

F.O.B. POINT:

All prices and or discounts quoted must be quoted at a firm price F.O.B. Denver, Colorado, delivered to various City agencies located throughout the Denver metro area and Denver International Airport.

DELIVERY CONSIDERATIONS:

Deliveries are to be made as soon as possible after orders are placed and are anticipated within a 72 hour period.

COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this proposal or Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to any other governmental jurisdiction purchasing the same products.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

VOLUME AND USAGE REPORTS:

Vendor is required to maintain a record of purchases that are made in conjunction with this award. Such reports should include the following information:

- Award item number,
- City agency requesting the product(s)
- or manufacturer's name and product number
- Quantity order
- Back ordered amount
- If applicable replacement product accepted by the City
- Each and total cost for the order
- Total annual amounts ordered and spent by the City

If this award is used by another political entity, the City requests if possible usage reports reflecting the same information as above.

Such record will be made available to the Purchasing Division annually and will be submitted to the buyer of record.

Such information may also be requested by authorized individuals within the various City agencies that utilize this award.

***NOTE – C.E.D.** is to be aware that individual expenditures are not to exceed \$5,000.00 per item. The amount may only be exceeded with prior approval by the Purchasing Division of the City and County of Denver.

PROPOSAL ITEMS:**C.E.D.****9, 14, 33, 44, 45, 64, 79, 90, 91, 97, 108, 123, 131, 154, 172**

9	AMERICAN / THOMAS & BETTS	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-30%
14	APPLETON (FITTINGS)	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-71%
33	CARLON	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-60%
44	CUTLER-HAMMER	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-50%
45	DAY-BRITE	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-25%
64	GENERAL CABLE	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-25%
79	ILSCO	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-35%
90	KINDORF	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-35%

91	KLEIN TOOLS	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-27%
97	LITTELFUSE	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-30%
108	MILWAUKEE	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-40%
123	PANASONIC	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-22%
131	POTTER & BRUMFIELD	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-10%
154	STAR (ANCHORS)	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-10%
172	WESTINGHOUSE (SAFETY SWITCHES)	Sheet #: Trade Ser. Dated: Current Price Column to be used: #3 (Example: List, Dealer Cost, Retail, etc.)	-52%