

#### CONTRACT

# No. 11121 Electrical Supplies

- REGIONS: OLYMPIC REGION 1 NORTHWEST REGION 2 SOUTHWEST REGION 3 SOUTH CENTRAL REGION 4 NORTH CENTRAL REGION 5 AND EASTERN REGION 6
  - CATEGORIES: 1 ROUGH-IN 2 SERVICE GEAR AND 3 TRIM

For Use by Eligible Purchasers

By and Between

STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES

and

**CENTARR CORPORATION DBA ELECTRICALHUB** 

Dated May 30, 2024

# CONTRACT

# No. 11121

# ELECTRICAL SUPPLIES REGIONS: Olympic Region 1, Northwest Region 2, Southwest Region 3, South Central Region 4, North Central Region 5, and Eastern Region 6

CATEGORIES: 1 ROUGH-IN 2 SERVICE GEAR AND 3 TRIM

This Washington Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Centarr Corporation, a Washington Corporation ("Contractor") and is dated and effective as of May 30, 2024.

# RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including contracts for goods and/or services to support Washington state agencies ("Contract"). See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these Contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. The Washington State Legislature also has authorized Enterprise Services to participate in, sponsor, conduct, or administer cooperative purchasing agreements. See RCW 39.26.050(1). Accordingly, pursuant to Washington's Procurement Code for Goods/Services, RCW 39.26, and the Interlocal Cooperation Act, RCW 39.34, Enterprise Services and the State of Oregon have entered into an Interstate Cooperative Agreement for Joint Participation In Each State's Purchasing Program. See WA/OR Interstate Cooperative Agreement No. DASPS-56815-14 (dated January 1, 2015). The WA/OR Interstate Cooperative Agreement enables specified eligible purchasers to utilize certain of each state's Contracts under the relevant competitive solicitation statutes. The WA/OR Interstate Cooperative Agreement creates the opportunity for procurement efficiencies and cost savings as well as increasing potential use and marketplace incentives for vendors to contract with the states. To facilitate the potential use of this Contract by Oregon's eligible purchasers (in addition to Washington's eligible purchasers) and, simultaneously, to reduce potential barriers for innovative vendors to contract with the

State of Washington, Enterprise Services designed and structured the Contract to have facilitate use in Washington and Oregon.

- C. The State of Washington has a need for common electrical supplies e.g., wire, conduit, breakers, switches, and electrical trim items, including LED lighting fixtures, controls, and smart controls (collectively "Electrical Supplies"). Washington state agencies and other eligible purchasers increasingly desire access to purchase from Washington small and/or veteran owned businesses in compliance with Washington Executive Order 22-01. Prior attempts at a competitive solicitation process resulted in a lack of sufficient market to obtain electrical supplies from Washington small businesses.
- D. Given the unique requirements for electrical supplies, Enterprise Services exercised its statutory authority set forth in RCW 39.26.125(4) to engage in direct negotiations to negotiate, develop, and establish this Contract No. 11121 for the Electrical Supplies.
- E. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington
- F. The purpose of this Contract is to enable eligible purchasers to purchase the Goods and/or Services as set forth herein.

# AGREEMENT

**Now Therefore**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. The term of this Contract is twenty-four (24) months, commencing May 30, 2024 and ending May 29, 2026; *Provided*, however, that if Contractor is not in default and if, by November 30, 2025, in Enterprise Services' reasonable judgment, Contractor satisfactorily has met the performance-based goals for contract extension, Enterprise Services may extend the term of this Contract, by written amendment, for up to forty-eight (48) additional months. Such extension amendment shall be on the same terms and conditions as set forth in this Contract. To earn the performance-based Contract term extension, Contractor must achieve the following performance-based requirements:

PERFORMANCE AREA	Performance Requirement for Contract Extension
Insurance Endorsements	<ul> <li>Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. See Exhibit C – Insurance Requirements at § 4.</li> </ul>

PERFORMANCE AREA	Performance Requirement for Contract Extension
Vendor Management Fee	<ul> <li>Timely remit to Enterprise Service, with no less than a 75% on time rate over the contract term, the applicable Vendor Management Fee (VMF).</li> <li><i>Note</i>: Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first three (3) quarters of the Contract term, Contractor <u>may not</u> be eligible for a performance-based extension.</li> </ul>
Contract Sales Reports and Other Data Tracking	<ul> <li>Timely provide to Enterprise Services, with no less than a 75% on time rate over the contract term, the required quarterly sales reports. Contractor must provide the sales reports within thirty (30) calendar days of quarter's end.</li> <li>If Contractor is delinquent in providing sales reports for three (3) or more quarters within the first three (3) quarters of the Contract term, Contractor may not be eligible for a performance-based extension.</li> <li>Provide, upon request by Contract Administrator, itemized list of goods sold on Contract including but not limited to information such as: product manufacturers, specifications, unit of measure, prices, and volumes sold.</li> </ul>

- **2. ELIGIBLE PURCHASERS**. This Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):
  - 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
  - **2.2.** WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:
    - State universities i.e., University of Washington & Washington State University;
    - Regional universities i.e., Central Washington University, Eastern Washington University, & Western Washington University
    - Evergreen State College;
    - Community colleges; and
    - Technical colleges.
  - 2.3. CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
    - Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington;
    - Federal governmental agencies or entities;

- Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
- Federally-recognized Indian Tribes located in the State of Washington

# 3. SCOPE - INCLUDED GOODS AND PRICE.

- 3.1. CONTRACT SCOPE. Pursuant to this Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A Included Goods/Services* for the prices set forth in *Exhibit B Prices*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods and/or Services beyond those set forth in *Exhibit A Included Goods/Services*.
  - (a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components, and other items purchased by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (b) Services. For purposes of this Contract, "Services" means all services of any nature ordered by Purchaser pursuant to this Contract and as identified in the Purchase Order.
  - (c) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused of the latest model or design.
- 3.2. STATE'S ABILITY TO MODIFY SCOPE OF CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of this Contract.
- 3.3. PRICE CEILING. The prices set forth in Exhibit B – Prices are based on a percentage above MSRP from the most current version of the Manufacturers' prices lists, which Contractor uses for similar Purchasers. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in Exhibit B – Prices; provided, however, that Contractor makes no warranty or guarantee that the MSRP for Goods will not change during the term of the Contract, and Contractor reserves the right to charge the prices relative to MSRP regardless of the MSRP. If any Good(s) do not have an MSRP, then Contractor will use the catalog price, which is defined as a price included in a catalog, price list, schedule, or other format that is maintained by the manufacturer, vendor, or Contractor, and is published or available for inspection by Purchasers. If no catalog price exists, then Contractor will quote the Purchaser the fair market price that Contractor believes, in its reasonable discretion, applies to such Goods, incorporating a percentage equivalent to the percentage above MSRP set forth in Exhibit B - Prices, and Purchaser's acceptance of such quote is deemed acceptance of such price. Contractor will provide price quotes that are valid for no fewer than 30 calendar days, unless Contractor's suppliers' quotes to Supplier are not valid for such 30 calendar days, in which case Contractor's price quotes will expire on the date communicated on Contractor's quote. The date on the quote will be no sooner than one day prior to Contractor's supplier's applicable quote expiration. If a quote is offered with a validity period less than 30 days,

Contractor will provide evidence of the validity of any price quote timing restrictions resulting from Contractor's suppliers upon request.

- 3.4. CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and awarded Contractor designation.
- **4. CONTRACTOR REPRESENTATIONS AND WARRANTIES**. Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
  - 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
  - 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid when due all applicable taxes owed to the State of Washington.
  - 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
  - 4.4. AUTHORIZED RESELLER OR DISTRIBUTOR. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor is an authorized reseller or distributor for each manufacturer and item bid and awarded on this Contract or is otherwise allowed under applicable law to sell the Goods pursuant to this Contract.
  - 4.5. SUSPENSION & DEBARMENT. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
  - 4.6. WAGE VIOLATIONS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
  - 4.7. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 4.8. WASHINGTON SMALL BUSINESS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor qualifies as a Washington Small Business as defined and set forth in Contractor's Bidder's Certification.

- 4.9. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.10. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.11. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.12. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.13. CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers; provided, however, that Contractor may rely on the representations of any Purchaser and Enterprise Services regarding such eligibility. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.14. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.
- 4.15. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Contract.
- 4.16. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.

- 4.17. CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.
- 4.18. PRODUCT SAFETY STANDARDS. Contractor represents and warrants that Contractor shall use commercially reasonable efforts to ensure that Contractor's Electrical Supplies provided pursuant to this Contract meet or exceed all applicable product and safety code requirements including, but not limited to Washington Administrative Code <u>296 46B-010</u> and the National Fire Protection Association Code's <u>National Electric Code</u>, as <u>adopted by Washington State Department of Labor and Industries</u>.

# 5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that, for a period of twelve (12) months from the date of delivery of the Goods, except for Goods with a shelf life of fewer than twelve months (e.g. adhesives, etc.), in which case the period shall be the remaining shelf life of the Good(s) ("Goods Warranty Period"), the Goods: (a) are consistent with recognized industry quality standards; (b) unless otherwise stated in any order confirmation, comply with the requirements, specifications, drawings, standards, and descriptions included in this Contract; and (c) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived. Contractor makes no warranty that the Goods are free from defects in design, material, and workmanship or are fit and safe for the intended purposes and appropriate for the specified application(s) (if any), though Contractor will pass along to Purchaser any warranty provided by any manufacturer of Goods actually ordered and received by Purchaser from Contractor and which Contractor has the ability to pass along to Purchaser, subject to the terms and conditions of such manufacturer's warranty.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty Contractor promptly shall remedy the defect by replacing any defective Goods. Contractor's Goods Warranty is limited solely to replacement of defective Goods and shipping costs for such replacement and does not include any labor, materials, equipment, or similar expenses. If Contractor is unable to replace such Good(s) using commercially reasonable due diligence, or if in Purchaser's judgment, replacement is inadequate, or fails of its essential purpose, Contractor's sole obligation shall be to refund the full amount of any payments that have been made for such defective Goods. The rights and remedies of the parties under this warranty are Purchaser's sole remedy for any defective Goods.
- 5.3. SERVICES WARRANTY. Intentionally Omitted.
- 5.4. SERVICES REMEDY. Intentionally Omitted.

- 5.5. IT WARRANTY. Intentionally Omitted.
- 5.6. IT REMEDY. Intentionally Omitted.
- 5.7. FAILURE TO REMEDY. If Contractor does not replace any Goods(s) subject to the Goods Warranty within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide such remedy, Purchaser may replace such Goods in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor; provided, however, that such costs will not exceed 1.5X the cost originally paid to Contractor for such Goods.
- 5.8. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 5, ALL GOODS ARE PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGMENT. NO WARRANTY IS PROVIDED THAT THE GOODS WILL BE FREE FROM DEFECTS OR THAT OPERATION OF THE GOODS WILL BE UNINTERRUPTED OR ERROR FREE. A PURCHASER'S USE OF THE GOODS AND ANY MATERIAL OR SERVICES OBTAINED OR ACCESSED PRUSUANT TO THIS CONTRACT IS AT THE PURCHASER'S OWN DISCRETION AND RISK, AND, EXCEPT FOR THE GOODS WARRANTY DESCRIBED HEREIN, PURCHASER'S ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
- **6. SAFETY; SECURITY**. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.
  - 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
  - 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or and for materials used by Contractor while performing Services and any updates of the same.
  - 6.3. CLEAN-UP. If Contractor, its agents, employees, or subcontractors perform onsite Services, Contractor, at its cost, will remove all excess materials, equipment, packaging, and garbage within the scope of its performance of Services and leave that portion of the premises in which the work was performed in a clean condition. Should Contractor fail to clean up a Site after completion of work, Purchaser will have the right to remove the materials and set off the cost of clean up against amounts owed to Contractor.
  - 6.4. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
  - 6.5. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access

Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

6.6. IT SECURITY POLICIES. Contractor, its agents, employees, or subcontractors shall comply with all applicable Washington State IT security policies and standards which will be made available to Contractor upon request.

# 7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS). For the avoidance of doubt, Contractor's supplier(s) will not be deemed subcontractors.
- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

#### 8. USING THE CONTRACT – PURCHASES.

- 8.1. ORDERING REQUIREMENTS. Eligible Purchasers shall order Goods and/or Services from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, webbased orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.2. DELIVERY REQUIREMENTS. Contractor must ensure that the Goods are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually

agreed upon in writing between Purchaser and Contractor. The following apply to all deliveries:

- (a) Contractor shall make all deliveries to the applicable delivery location specified in the purchase order or alternate ordering document or form. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
- (b) Contractor shall ship all Goods and/or Services purchased pursuant to this Contract, delivery or shipping charges prepaid by Contractor, FOB Purchaser's specified destination with all delivery or shipping and handling charges included, except for next day shipping, other expedited orders, or for freight charges, for which the Purchaser will cover the next day shipping, other expedited shipping costs or freight costs. "Standard" shipping is defined as five days and under 400 pounds or 8 boxes. "Freight" is defined as over 400 pounds and 9 or more boxes. "Other expedited shipping" is defined as other expedited shipping that is not considered standard or next day shipping. Contractor shall bear all risk of loss, damage, or destruction of the Goods and/or Services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
- (c) Contractor shall acknowledge all rush orders within one (1) business day of receiving the order by phone, email, or text. Contractor shall process all rush orders within four (4) business days of Contractor's acknowledgement of such rush orders.
- (d) Subject to Force Majeure, all orders will be delivered within three (3) days of dates promised.
- (e) All packing lists, packages, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number set forth on the cover of this Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.
- 8.3. BACKORDERS. Contractor shall notify Purchaser within two (2) business days of the Contractor's notification from any manufacturer or supplier that items are backordered.
- 8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Goods and/or Services purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Goods and/or Services that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Goods and/or Services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to replace, at Contractor's expense, any or all of the damaged Goods and/or Services or, at Purchaser's option, Purchaser M note any such damage on the receiving report, decline acceptance, return such Goods to Contractor (Contractor to pay for reasonable shipping costs), and, upon such return of the Goods, deduct the cost of rejected Goods and/or Services from final payment. Payment for any Goods and/or Services under such Purchase Order shall not be deemed acceptance.

notify Contractor of any damage or defect or otherwise reject such Goods within thirty (30) days of delivery, otherwise, Purchaser will be deemed to have accepted such Goods.

#### 9. CUSTOMER SERVICE REQUIREMENTS.

- 9.1. CONTRACTOR CUSTOMER SERVICE AVAILABILITY. Contractor shall be available to answer Customer Service calls and emails during typical business hours: 8 a. m. 5 p. m., Monday through Friday, with afterhours contact information also provided for emergencies whenever possible.
- 9.2. CONTRACTOR CUSTOMER SERVICE RESPONSE TIME FOR PURCHASER INQUIRIES. Contractor shall return Purchasers' calls and emails within two (2) business days.
- 9.3. CONTRACTOR ORDER ACKNOWLEDGEMENT. Contractor will acknowledge orders within three (3) business days.
- 9.4. CONTRACTOR BACKORDER ACKNOWLEDGEMENT. Contractor will alert Purchasers within seven (7) days of any order acknowledgement that items ordered are backordered.
- 9.5. CONTRACTOR ORDER PLACEMENT CONFIRMATION. Contractor shall confirm upon order placement: Purchase Order Number; Purchaser's preferred delivery method, back up delivery method, delivery address, and any special instructions.
- 9.6. CONTRACTOR GOODS CATALOG INFORMATION. Contractor will provide link to online catalog or a PDF file of Goods to Enterprise Services for posting on Contract summary page, updating to confirm accuracy with Enterprise Services' Contract Administrator, at minimum, quarterly.

#### **10.** INVOICING & PAYMENT.

- 10.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to each Purchaser's designated invoicing contact for Goods and/or Services delivered under this Contract within thirty (30) calendar days of the dates orders are delivered. Such invoices shall itemize the following:
  - (a) Contract No. 11121;
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative);
  - (c) Contractor's Federal Tax Identification Number;
  - (d) Customer #, name, address, telephone number;
  - (e) Date(s) of Order;
  - (f) Date(s) of Delivery or tracking number;
  - (g) Purchase Order #;
  - (h) Invoice #;
  - (i) Invoice Amount;
  - (j) Item Description(s);
  - (k) Item or Catalog #(s);
  - (I) Unit Price(s);
  - (m) Unit(s) of Measure;
  - (n) Payment terms, including any available prompt payment discounts.

Invoices shall reference Contract Number #11121 (Electrical Supplies). Contractor may correct and resubmit any Invoices lacking such Contract Number timely after discovery or notice of the omission.

Contract items must either be invoiced separately (preferably) or if on same invoice, very clearly delineated and labelled separately from items purchased that are "Off" Contract. Off Contract items are defined as items that are not listed on Exhibit A or that are specifically excluded on Exhibit A.

Contractor shall submit itemized invoices to Purchasers' invoicing contacts within thirty (30) calendar days of the dates orders are shipped. Contractor may submit an invoice after such thirty (30) day period timely after discovery of a failure to submit any item(s) for payment.

Contractor's invoices for payment shall reflect accurate Contract prices. If Purchaser purchases items not specifically included on the Contract, such items should be invoiced separately. However, at minimum, items sold that are not included on the Contract must be clearly labelled as "not on Contract" if listed on invoices including Contract purchases. Items sold that are not on the Contract must not be included in Contract Sales Reports to avoid paying vendor management fees on non-Contract sales. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 10.2. PAYMENT. Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of an accurate invoice and conforming Goods and/or Services. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments upon request from Purchaser. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 10.3. OVERPAYMENTS. Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 10.4. ADVANCE PAYMENT PROHIBITED. Except as authorized by law, Contractor shall not request or knowingly receive advance payment for any Goods and/or Services furnished by Contractor pursuant to this Contract.
- 10.5. NO ADDITIONAL CHARGES. Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for handling, restocking,

insurance, or payment processing (excluding next day or other expedited delivery for which the Purchaser will cover shipping costs).

10.6. TAXES/FEES. Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. In regard to federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

# **11. CONTRACT MANAGEMENT.**

11.1. CONTRACT ADMINISTRATION & NOTICES. Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below. Provide timely updated contact information in the event of any changes.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Contractor
Attn: Julie Hannah	Attn: James Hayton
Washington Dept. of Enterprise Services	Centarr Corporation DBA ElectricalHub
PO Box 41411	19565 144TH AVE NE
Olympia, WA 98504-1411	WOODINVILLE, WA 98072
Tel: (360) 407-8219	Tel: (425) 745-1266
Email:	Email:
DESContractsTeamCedar@Des.wa.gov	james.hayton@electricalhub.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 11.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 11.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services** 

Contractor

Attn: Legal Services Manager	Attn: James Hayton
Washington Dept. of Enterprise Services	Centarr Corporation DBA ElectricalHub
PO Box 41411	19565 144TH AVE NE
Olympia, WA 98504-1411	WOODINVILLE, WA 98072
Email: greg.tolbert@des.wa.gov	Email: james.hayton@electricalhub.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

# **12.** CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 12.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
  - (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
  - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.
  - (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	For Sales Made In	CONTRACT S	ALES REPORT
QUARTER	CALENDAR QUARTER ENDING	Due By	Past Due
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 12.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).
  - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing; provided, however, that Enterprise Services will not increase the VMF, unless required by statute, in the first 12 months after the effective date of this Contract.
- 12.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

# **13.** RECORDS RETENTION & AUDITS.

13.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 13.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers, and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers, and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 13.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records and that are the fault of Contractor (and solely 100% of such overpayments if Contractor is not at fault for such overpayments); and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services \$500 x 1.25 = \$625); Provided, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.
- Enterprise Services shall protect the Contractor's confidential information, including all 13.4. information reviewed by Enterprise Services as part of any audit, against use or disclosure other than as authorized by or pursuant to this Contract through measures, and exercising a degree of care, which are at least as protective as those Enterprise Services exercises in protecting the confidentiality of its own proprietary information, but no less than commercially reasonable efforts. The confidential information must be clearly marked as confidential by the Contractor and be treated as confidential in the Contractor's normal course of business. Dissemination of confidential information shall be limited to employees or agents that are directly involved with the audit contemplated by this Contract, and even then only to such extent as is necessary and essential. Enterprise Services shall inform their employees and agents of the confidential nature of the information disclosed hereunder and cause all such employees and agents to abide by the terms of this Contract. Enterprise Services shall not disclose the Contractor's confidential information to any unauthorized party without prior express written consent of the Contractor or unless required by law or court order. If Enterprise Services is required by law or court order to disclose Confidential Information of Contractor, Enterprise Services will comply with the requirements of Section 18.3 herein with respect to such confidential information. The parties agree that any unauthorized use of confidential information or disclosure in breach of this Contract may cause Contractor irreparable harm, for which monetary damages would not be a sufficient remedy or the amount of which may be difficult to ascertain, and therefore Contractor may

obtain equitable relief from any court of competent jurisdiction. This right is in addition to any other rights or remedies otherwise available to the Contractor.

# 14. INSURANCE.

- 14.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to, and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 14.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

# 15. CLAIMS.

- 15.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract.
- 15.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; Provided, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 15.3. INTELLECTUAL PROPERTY INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services, or if such remedy is not reasonably available, Contractor shall refund any amount paid by Purchaser for the Goods or Services subject to such claim.
- **16. DISPUTE RESOLUTION**. The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

# **17.** TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 17.1. TERMINATION. This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 17.2. TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW. Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes, but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision,

in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 17.3. TERMINATION FOR PUBLIC CONVENIENCE. Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 17.4. PURCHASER OBLIGATIONS EXPIRATION. Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 17.5. CONTRACTOR OBLIGATIONS EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 17.6. DEFAULT. Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
  - (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract after receiving notice from Enterprise Services and failing to cure within the earlier of the time period otherwise stated in this Contract or thirty (30) days;
  - (b) Contractor fails to timely report contract sales within 10 days after notice from Enterprise Services that such reporting is past due;
  - (c) Contractor fails to timely pay the vendor management fees within 10 days after notice from Enterprise Services that such payment is past due; or
  - (d) Contractor breaches any representation or warranty provided herein and fails to correct such breach within 10 days after notice from Enterprise Services of such breach.
- 17.7. SUSPENSION & TERMINATION FOR DEFAULT. Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive

termination of Contractor's rights under this Contract, until such obligations have been fulfilled.

- 17.8. REMEDIES FOR DEFAULT.
  - (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.
  - (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement e.g., the cost of the competitive procurement.
- 17.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for incidental, consequential, exemplary, or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 17.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 17.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

# **18.** PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

18.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.

- 18.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.
- 18.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

# **19. GENERAL PROVISIONS.**

- 19.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 19.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 19.3. NONDISCRIMINATION.
  - (a) Nondiscrimination Requirement. During the term of this Contract, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.

Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any

subcontractor, Contractor will provide price quotes that are valid for no fewer than 30 calendar days, unless Contractor's suppliers' quotes to Supplier are not valid for such 30 calendar days, in which case Contractor's price quotes will expire on the date communicated on Contractor's quote. The date on the quote will be no sooner than one day prior to Contractor's supplier's applicable quote expiration.

If a quote is offered with a validity period less than 30 days, Contractor will provide evidence of the validity of any price quote timing restrictions resulting from Contractor's suppliers upon request.

- (b) May have engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between this Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.
- 19.4. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 19.5. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 19.6. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into

this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

- 19.7. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 19.8. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 19.9. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Contract notwithstanding any prior assignment of its rights.
- 19.10. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 19.11. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 19.12. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 19.13. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.

- 19.14. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.
- 19.15. SURVIVAL. All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 19.16. GOVERNING LAW. The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 19.17. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 19.18. ATTORNEYS' FEES. In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 19.19. FAIR CONSTRUCTION & INTERPRETATION. The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 19.20. FURTHER ASSURANCES. In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 19.21. EXHIBITS. All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 19.22. CAPTIONS & HEADINGS. The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 19.23. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

19.24. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

**EXECUTED** as of the date and year first above written.

STATE OF WASHINGTON	CENTARR CORPORATION DBA ELECTRICALHUB
Department of Enterprise Services	a Washington Corporation
By: Type Name Theresa Jensen Its: Title Procurement Supervisor	By: James Hayton ygeneration ygeneration Hayton Its: Title President

# INCLUDED GOODS

### CATEGORY 1 - ROUGH IN

- 1. Wire
- 2. Conduit/Wireway All types
- 3. Strut and Strap
- 4. Enclosures, Electrical Junction Boxes Cut-In, and Data Rings
- 5. Fittings and Straps (all types), LB's, Ceiling Clips, etc.
- 6. Fasteners, Electrical Tape, Zip Ties, Bolts, Washers, Knock Out Seals, Wire Connections

All applicable items above are available for sale on this Contract but only from the following Manufacturers:

3M	Flambeau Cases	Nortek
A.B. Chance	FLEXTHERM	NSI Tork
AB Technology	Flo	NSPA (National Standard Parts Associates)
ABB	FSR	Nucor
ACT Cable Ties	Fuji Electric	NuHeat
Adalet	Fulham	Nutone
AFC Cable Systems	Functional Devices	nVent
AFL Technologies	Future Smart	nVent Caddy
Airpax	Gamma Electronics	nVent Erico
AIW	Gardner Bender	nVent Eriflex
Akron Porcelain & Plastics	Garvin Industries	nVent Hoffman
Al Kramp Specialties	GB	nVent NuHeat
Alcan	GE	nVent Raychem
Alcoa	GE Industrial	NX Lighting Controls
Allen-Bradley	GE Security	Oatey
Allied Moulded	General Cable	Ocal
Allied Tube & Conduit	General Electric	Omega
Alpha Wire	Gibson Stainless & Specialty	Omega Engineering
Altronix	Glenair	Omni Cable
America Ilsintech	Greaves	ON-Q
American Fittings Corp	Greenlee Tools	Orbit Industries
American Polywater	Halex	Orion Lighting
American Presto Corp	Harger Lightning & Grounding	OZ Gedney
Ameron Pole Products	Harris	Panduit
Ametek	Haydon Corporation	Pass and Seymour
Ammex	Helistrand	Peigenesis
Amphenol	HellermannTyton	Penn-Union
Anaconda	Helukabel	Perma-Cote

# Available Manufacturers

Anamet	Неусо	Pirtek
Appleton	Hillsdale Terminal	Plasti-Bond
Aptiv	Hilti	Plymouth Tape
Ark-plas	Hitachi Cable America	Powerline Hardware
Arlington	Hoffman	PPC Insulators
Armorcast	Hoffman McLean	Precision Designed Products
Atkore	Home Automation	Prime Conduit
Atlas Wire & Cable	Honeywell	Prime Wire
Austin Electrical Enclosures	Honeywell Cable	Primex Manufacturing
Auveco	Houston Wire	Priority Wire Cable
Badger Meter	Houston Wire & Cable	Prysmian Group
Belden	Hubbell - Electrical	Pull 'R Holdings
Benner-Nawman	Hubbell Acme Transformer	PV Labels
Bergen	Hubbell-Bryant	Quick Mount PV
BIC Harnessing	Hubbell-Killark	QuickBOLT
Black & Decker	Hubbell-Premise	QuickCable
Blackburn	Hubbell-Quazite	Quickflash
B-Line	Hubbell-Raco	Quickscrews International
Blue Sea Systems	Hubbell-Wiegmann	Quiktron
Bosch	Hubbell-Wiring Kellems	Rack-A-Tiers
Bowers	IBOCO	Raco
Bridgeport Fittings	IC Intracom	Ramset
Brighton-Best International	ICC	RANDL Industries
BRK Brands	Ideal	Raychem
Bryant	Ideal Networks	Rectorseal
Burndy	Ideal Tridon	Red Dot
Bussmann	Ilsco	Remee
Cable Ties Unlimited	Intellinet Network Solutions	Remke Industries
Cable USA	Intermatic	Rennsteig
CableMaster Corporation	International Wire	Republic Wire
Cablofil	Irwin	RF Industries
Caddy	ISO	Richards Mfg.
Cadweld	ITE	Ridgid Tool
Cal Am Manufacturing	IToolco	Rittal
Calbond	Jameson Tools	Riverside Manufacturing (Faria)
Calbrite	JIT Manufacturing	Rothenberger
Calpipe Industries	Judd Wire	Roxtec
Cantex	Kaf-tech	RTND
Capri	Kalas	SAB Cable
Carling	Kellems	Saginaw Control & Engineering
Carlisle	Kidde Fire	Samtan
Carlon	Kindorf	Sea Dog Line
Carlon Data	King Electrical	Seatek
Carol Cable	King Innovation	SEC Connector Company

Catamount	Kirkland	Sensata
Century Wire & Cable	Klein	Sequel
Cerro	Knipex	Service Wire
Champion Fiberglass	Kortick	Shurtape
Chatsworth	Kraloy	Siemens
Christy Concrete	Lambro	Sigma
Cinch Connectors	Lapp	Signamax
Circa Telecom	Lapp USA	Slingco
Click Bond	L-com	Smart Box
Cobra Wire and Cable	Leatherman	Southwire
Cole Hersee	Legrand	Southwire SIMPush
Coleman Cable	Lenox	Speed Systems
Coleman Cable Data	Leviton	Stabiloy
Commscope	Lew	Stahlin
Conduit Pipe	LH Dottie	Stai-Loc
Continental Cordage	Line Hardware	Stanley Black & Decker
Cooper	LiquidTight	Star Stainless
Cooper Crouse-Hinds	Littelfuse	Staubli
Corning Cable Systems	Loctite	Staubli Electrical Connectors
Crouse-Hinds	Lutron	Steel City
Cully	Lutze	Steinel
Curlee	Madison	STI Firestop
Current Tools	Mag Daddy	Stout Tool
Cutler-Hammer	Makita	Streamlight
Dakota Systems	Maple Chase	Sumitomo
DataComm Electronics	Marathon Special Products	SunModo
Delfingen	Marine Tech	Superior Essex
Delta Lightning Arrestors	Marmon	Superstrut
Deutsch	Master Appliance	Supreme and Co
Dewalt	Maxis	Suttle
Dialight	MCT Brattberg	Symmetry Electronics
DITEK Surge Protection	Mechanical Products Company	Taylor Products
Dongan Transformer	Meltric	TE Connectivity
Dottie	Mencom	Tec flex
Drossbach	Mennekes	Тетро
DSG Canusa	Merrill Manufacturing	Textron
Dunbar	Mersen	TF Cable
Duracell	Metal Products	TF Kabel
Durham Manufacturing	Micro Switch	Thomas & Betts
E.Z. Barrier	Middle Atlantic Products	Times Microwave
East Penn Deka	Midland Metal	Тораz
East Penn Deka Batteries	Midnite Solar	Tricab
Eaton	Midwest	Trimaco
Eaton B-Line	Midwest Electrical	Tyton

ECM Industries	Milbank	U-line
Electrical Products Innovation	Milwaukee	Umpco
Electri-Flex	Minerallac	UniRac
Emerson	Mission Solar Energy	Unisorb
Emerson Building Products	Moeller	Unistrut
Energizer	Molex	United Copper
Entrelec	Monoprice	Valmont Industries
Environmental Technology Inc	Monroe Cable	Vapco Products
EPCO	Morris Products	Vaughan
EPHA	Mounting Systems	Victor Insulators
Erico	MTE Corporation	Viking Staple
Ericson	Mueller	Voltec
Eriflex	Mulberry Metal	VTE
Essentra	Muxlab	Vynckier
E-T-A (Engineered Technology)	Napco	W.L. Gore
Etcon	National Meter Ind	Wago
Euchner	National Specialties	WBT
EVS Manufacturing	National Wire and Cable	Weidmuller
Extech	Navico Group	Wera Tools
Fairbanks Morse Defense	NAWA	Werner Ladder
Fantech	Nebar	Wesanco
Fasco Motors	NEBO	West Penn Wire
Federal Mogul	Neptco	Wheatland Tube
Federal Pacific	New Basis	Wiegmann-Hubbell
Federal Signal	New England Wire Technology	Wiha Tools
Ferraz	Nexans	Wilmar
Ferrules Direct	Nichifu	Wire Guard Systems
Festo	Nitroset	Wiremold
Fiberplex Technologies	NKK Switches	Woodhead
Fibox	Noark	Youngstown Glove Company
Finder Relays	Norseman	Zeus
Fire Rated Product Specialties	Norseman Tool & Drill	

# CATEGORY 2 - SERVICE GEAR

- 1. Switchgear
- 2. Transformers
- 3. Load Centers and Panel Boards
- 4. Circuit Breakers
- 5. Monitoring and Metering Devices
- Motors and Motor Controls 6.
- 7. Safety Switches--Disconnects, etc.
- 8. Fuses

All applicable items above are available for sale on this Contract but only from the following Manufacturers:

Available Manufacturers			
AB Technology	Hubbell - Power Systems	Reliance Controls	
ABB	Hubbell Acme Transformer	Rennsteig	
ACF (Pencom)	Ideal	Rittal	
Acme	Ideal Tridon	Riverside Manufacturing (Faria)	
Advanced Energy	ISO	R-K Electronics	
Advanced Protection Technologies	ITE	Robertshaw	
Airpax	JIT Manufacturing	Rockwell	
Akron Porcelain & Plastics	Joslyn Clark	Ronk Electrical	
Allen-Bradley	Judd Wire	Russellstoll	
Altronix	Kaf-tech	Safety Technology International	
American Circuit Breakers	KB Electronics	Salisbury	
American Midwest Power (AMP)	Kirkland	Samlex America	
American Power Conversion	Klein	Schweitzer Engineering	
American Presto Corp	Klockner Moeller	SE Relays	
Ametek	Kohler Power	Sea Dog Line	
AmRad Engineering	Landis Gyr	Sensata	
Appleton	Lapp	Sensata	
APsystems	Lapp USA	Sensor Switch	
Ark-plas	L-com	Sentry Switch	
Asco	Leeson	Setra Systems Inc	
Aube Technologies	Legrand	Shurtape	
Automatic Timing & Controls (ATC)	Leviton	Sick Optic	
Avtron	Leviton Load Centers	Siemens	
Azuray Technologies	Line Hardware	Silfab Solar	
Badger Meter	Linemaster	SMA	
Baldor	LiquidTight	SnapNrack	
Banner Engineering	LIttelfuse	Socomec	
Baumer	Loctite	Sola Deck	
Bert	Mag Daddy	Sola Hevi-Duty	
BIC Harnessing	Magnecraft	Solar Solutions	
Blue Diamond Pumps	Magnitude Products LLC	Solar4America	

Blue Oak PV	Mainstream Engineering Corp.	SolarEdge
Blue Sea Systems	Marathon Motors	Sol-Ark
Bosch	Marathon Special Products	Solartech Power
Bosch Intrusion	Marine Tech	SolarWorld
Bosch Security	Marmon	Solectria
Brady	Marsh Bellofram	Solmetric
Brighton-Best International	Master Appliance	Sonnen
BRK Brands	McLean	SPAN Energy Management
BRK-First Alert	Mechanical Products Company	Square D - Schneider
Broan	Meister International	SSAC
Brooks Utility	Meltric	Stahlin
Bussman	Mencom	Star Stainless
Cable Ties Unlimited	Mennekes	Staubli
Cable USA	Merrill Manufacturing	Staubli Electrical Connectors
Carling	Mersen	Steinel
Carlisle	Micro Switch	Stelpro Design
Challenger	Micron	Streamlight
ChargePoint	Middle Atlantic Products	Struthers-Dunn
Cinch Connectors	Midland Metal	Sumitomo
Citel	Midnite Solar	SunModo
Cobra Wire and Cable	Midwest	Sunrise Technologies
Cole Hersee	Midwest Electrical	Suntech
Continental Cordage	Milbank	Sylvania
Cooper	Milwaukee	Symcom
	Mission Solar Energy	Symmetery Electronics
Cooper Bussman Cooper Crouse Hinds	Moeller	Syncom Technologies
Cooper Power Systems	Molex	TDK Lambda Americas
Crouse-Hinds	Monoprice	TE Connectivity
Cutler-Hammer	Morris Products	Technology Research
Dakota Systems	MTE Corporation	Teco-Westinghouse
	Mueller	Ŭ
Delta Lightning Arrestors Deutsch	Mulberry Metal	Teledyne FLIR
	Muxlab	Telemecanique Sensors Tempco
Dialight		· ·
DITEK Surge Protection Dongan Transformer	National Meter Ind	Tempo Test-Um
	National Specialties	
Dunbar	National Wire and Cable	Textron
Duracell	Navico Group	Thomas & Betts
Durham Manufacturing	NAWA	Tigo Energy
East Penn Deka Batteries	Nebar	Time Mark
Eaton	NEBO	TopWorx
Eaton/Bussmann Series	Net Media	Tork
Ekstrom Metering	Network Video Tech	ToteVision
Electrical Products Innovation	Neurio Technology	TPI
Emerson	New Basis	Trans-Coil

Emerson Building Products	New England Wire Technology	Transition
E-Mon	Nichifu	Tri-Net
Energizer	NKK Switches	Tripp Lite
Engineered Technology (ETA)	Noark	Turck
Enphase	Norseman	Tyco Electronics
Entrelec	Nortek	Tyco Thermal Controls
EPHA	NSI Tork	UEI
Essentra	nVent	U-line
EV-Box	nVent Erico	Umpco
EVS Manufacturing	nVent Eriflex	Underwater Kinetics
Federal Mogul	nVent Hoffman	Universal Electric
Federal Pacific	Oatey	Universal Wireless
Ferrules Direct	Omega Engineering	Utility Solutions
Flambeau Cases	Panduit	Veolia
Fuji Electric	Pass and Seymour	Vertiv Energy Systems
Gamma Electronics	Peigenesis	Vision Metering
GE	Pelican	VTE
GE Industrial	Phoenix Contact	W.L. Gore
Generac	Pirtek	Wago
General Electric	Powerline Hardware	Wallbox USA
Gen-Tran	Precision Multiple Controls	Watlow
Glenair	Preformed Line Prod	Weidmuller
Greenlee Tools	PULS	Werma
Hammond Power Solutions	PV Powered	Westinghouse
Harris	Q CELLS	Wheelock
Heinemann	Qmark	White-Rodgers
Helistrand	QuickCable	Wiley Electronics
Helukabel	R. Stahl	Wilkerson Instruments
Hevi-Duty	Raychem	Woodhead
Hialeah Meter Company	Red Lion Controls	Yaskawa America
Hillsdale Terminal	Rees	Yaskawa Solectria Solar
Honeywell	Refco Manufacturing	Yokogawa (YCA)
Hubbell	Refrigeration Technologies	Zeus
Hubbell - Industrial Controls	Regal-Beloit	Zippertubing

### CATEGORY 3 – TRIM

- 1. Wall Plates, Covers, and Related Accessories, including Various Cover Types Emergency Lights
- 2. Termination Devices, i.e. Crimps, Lugs, and Wire Nuts
- 3. Wiring Devices (with/without wall plates), Switches, and Receptacles of Various Types
- 4. Pin and Sleeve Plugs
- 5. Occupancy/Wall Sensors/Timers
- 6. LED Lighting Fixtures and Drivers
- 7. LED Lighting Controls
- 8. Smart Controls

All applicable items above are available for sale on this Contract but only from the following Manufacturers:

Available Manufacturers				
AB Technology	GE	National Wire and Cable		
ABB	GE Industrial	Navico Group		
ACF (Pencom)	General Electric	NAWA		
Acuity	Generation Lighting	Nebar		
Advance Transformer	Genlyte	NEBO		
Aero-Lite	Glass Surface Systems	Nest		
AFX (American Fluorescent)	Glenair	New England Wire Technology		
Airpax	Green Creative	Nichifu		
Akron Porcelain & Plastics	Greenlee Tools	NKK Switches		
Aleddra Lighting	H.E. Williams	Nora Lighting		
Alkco	Hadco	Norseman		
All-Pro Lighting	Halco	Norseman Tool & Drill		
ALP	Halo	Nova Flex LED		
Ambiance Lighting	Harris	NSI Tork		
American Lighting	Hazlux	NSPA (National Standard Parts Associates)		
American Presto Corp	Heath Zenith	NuHeat		
American-De Rosa Lamparts	Helistrand	Nutone		
Ammex	HellermannTyton	nVent		
Appleton	Helukabel	nVent NuHeat		
Architectural Area Lighting	Hillsdale Terminal	Oatey		
Arcus Light USA	Hinkley Lighting	Omega Engineering		
ArcVision	Holophane	ON-Q		
Ark-plas	Home Automation	Oracle Lighting		
Atlas Lighting Products	Honeywell	Orion Lighting		
Axlen Lighting	Hubbell	Panduit		
Barron Lighting Group	Hubbell - Alera			
Beghelli	Hubbell - Bryant	Pass and Seymour		
Bergen	Hubbell - Electrical	Pauluhn		
Berko	Hubbell - Industrial Lighting	Peigenesis		
Besa Lighting	Hubbell - Lighting	Penn-Union		
BIC Harnessing	Hubbell - Premise	Philips Color Kinetics		

#### **Available Manufacturers**

Bodine	Hubbell - TayMac	Philips Lighting
Bogen	Hubbell - Wiring Kellems	Phoenix Lighting
Brighton-Best International	Hubbell Acme Transformer	Pirtek
BRK Brands	Hunter Fans	Powerline Hardware
BRK-First Alert	Hunza Lighting	PPC Insulators
Broan	IC Intracom	Prescolite
Bryant	ICC	ProBuilt Professional Lighting
Bulbrite	Ideal	Progress Lighting
Cable Ties Unlimited	Ideal Tridon	Prosoft Technology
Cable USA	Ilsco	ProSolar
Cadet	Intelligent Lighting Controls	Q-Tran
Candela	Intellinet Network Solutions	QuickCable
Carling	Intermatic	QuietCool Manufacturing
Carlisle	ISO	Quiktron
Carlon	ITE	Quoizel
Casablanca Fan	Janmar Lighting	Quorum
Chloride	JIT Manufacturing	RAB
Cinch Connectors	JK Lighting	Rach
City Lighting	Judd Wire	Reiker
Cobra Wire and Cable	Juno Lighting	Rennsteig
Cole Hersee	Kaf-tech	Rig-A-Lite
Color Kinetics	Keystone Technologies	Rittal
Columbia Lighting	Kichler	Riverside Manufacturing (Faria)
Compass	Kidde Fire	RTND
ConTech Lighting	Kim Lighting	Samtan
Continental Cordage	Kirkland	Satco
Convectair	Klein	Sea Dog Line
Cooper	Lapp	Sea Gull
Cooper Crouse Hinds	Lapp USA	Sensata
Cooper Lighting Solutions	L-com	Sensor Switch
Craftmade	LEDtronics	Shat-R-Shield
Creative Illumination	Legrand	Shurtape
Cree Lighting	Leotek	Siemens
CSL	Leviton	Signify
Dakota Systems	Lew	Sillites
Damar	LG	Simkar
DataComm Electronics	Light Bug Lighting	Square D -Schneider
Day-Brite	Light Efficient Design	Stahlin
Designers Edge	Lightalarms	Star Stainless
Dialight	Lighting Science Group	Steinel
Dialight	Lightolier	Stelpro Design
Diode LED	Linmore LED	STI Firestop
Drossbach	LiquidTight	Stonco
Dual-Lite	Lite The Nite	Streamlight

Dunbar	Litecontrol	Sumitomo
Duracell	Liteline	Sure-Lites
Durham Manufacturing	Litetronics	Suttle
EAO	Lithonia Lighting	Sylvania
East Penn Deka Batteries	Liton Lighting	TayMac
Eaton	Loctite	ТСР
Eaton Arrow Hart	Lotus LED	Tech Lighting
ECM Industries	LSI Lighting	TechBrite
Ecobee	Lumark	Terralux
Edwards	Lumec	Texas Fluorescents
EGS	Lumenpulse	The Can Converter
Eiko	Lumenwerx	Thomas Lighting
Elco Lighting	Lumiere	TOMAR Electronics
Electrical Products Innovation	Lumilite	Тораz
Electromode	Luminaire	Tork
Elite Lighting	Lunera	Touch-Plate
ELK	Lutron	Тгоу
Emergi-Lite	LVS Controls	U-line
Emerson	Mag Daddy	Umpco
Emerson Building Products	Manning Lighting	United Pacific
Energizer	Maple Chase	Universal Douglas
Energy Focus	Marine Tech	USHIO
Environmental Technology Inc	Marley	USI
EPCO	Marmon	UTC Fire & Security
ЕРНА	Master Appliance	Venture Lighting
Essentra	Maxilume	ViewZ
E-T-A (Engineered Technology)	Maxim Lighting	Visual Comfort & Co.
EVS Manufacturing	Maxlite	Vivotek
EXO Outdoor Lighting	McGraw-Edison	Voltarc
Eye Lighting International	MCT Brattberg	Volume Lighting
Fanimation	Mechanical Products Company	VTE
FC Lighting	Metalux	W.L. Gore
Federal Mogul	MHT Lighting	WAC Lighting
Feiss	Midland Metal	Wattstopper
Ferrules Direct	Midwest Electrical	Wave Lighting
Fiberstars	Milwaukee	Westinghouse
Flambeau Cases	Minka Lighting	Westinghouse Lighting
Flos USA	Mobern	WF Harris Lighting
Focal Point	Monoprice	Wide Loyal
Focus Industries	Monte Carlo	Wila Lighting
Forecast Lighting	Morris Products	Wiremold
Forest Lighting	Mulberry Metal	Wobblelight
Fulham	Murray Feiss	World Dryer
Gamma Electronics	Napco	Zeus

Gardco	National Specialties	Zippertubing
Garvin Industries	National Specialty Lighting	

## PRICES FOR GOODS

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
	Category 1 Rough In		
Category 1	3M	7% Over MSRP	All Items
Category 1	A.B. Chance	25% Over MSRP	All Items
Category 1	AB Technology	25% Over MSRP	All Items
Category 1	ABB	25% Over MSRP	All Items
Category 1	ACF (Pencom)	25% Over MSRP	All Items
Category 1	ACT Cable Ties	7% Over MSRP	All Items
Category 1	Adalet	25% Over MSRP	All Items
Category 1	AFC Cable Systems	25% Over MSRP	All Items
Category 1	AFL Technologies	25% Over MSRP	All Items
Category 1	Airpax	25% Over MSRP	All Items
Category 1	AIW	25% Over MSRP	All Items
Category 1	Akron Porcelain & Plastics	25% Over MSRP	All Items
Category 1	Al Kramp Specialties	25% Over MSRP	All Items
Category 1	Alcan	25% Over MSRP	All Items
Category 1	Alcoa	25% Over MSRP	All Items
Category 1	AllenBradley	25% Over MSRP	All Items
Category 1	Allied Moulded	25% Over MSRP	All Items
Category 1	Allied Tube & Conduit	25% Over MSRP	All Items
Category 1	Alpha Wire	25% Over MSRP	All Items
Category 1	Altronix	25% Over MSRP	All Items
Category 1	America Ilsintech	25% Over MSRP	All Items
Category 1	American Fittings Corp	25% Over MSRP	All Items
Category 1	American Polywater	25% Over MSRP	All Items
Category 1	American Presto Corp	25% Over MSRP	All Items
Category 1	Ameron Pole Products	25% Over MSRP	All Items
Category 1	Ametek	25% Over MSRP	All Items
Category 1	Amphenol	25% Over MSRP	All Items
Category 1	Anaconda	25% Over MSRP	All Items
Category 1	Anamet	25% Over MSRP	All Items
Category 1	Appleton	25% Over MSRP	All Items
Category 1	Aptiv	25% Over MSRP	All Items
Category 1	Arkplas	25% Over MSRP	All Items
Category 1	Arlington	25% Over MSRP	All Items
Category 1	Armorcast	25% Over MSRP	All Items
Category 1	Atkore	7% Over MSRP	All Items
Category 1	Atlas Wire & Cable	7% Over MSRP	All Items
Category 1	Austin Electrical Enclosures	25% Over MSRP	All Items
Category 1	Auveco	25% Over MSRP	All Items
Category 1	Badger Meter	25% Over MSRP	All Items
Category 1	Belden	25% Over MSRP	All Items
Category 1	BennerNawman	25% Over MSRP	All Items
Category 1	Bergen	25% Over MSRP	All Items
Category 1	BIC Harnessing	25% Over MSRP	All Items

			APPLICABLE
	MANUFACTURER	PRICE	ITEMS
	MANOTACTORER	T KICE	(within
			category)
Category 1	Black & Decker	25% Over MSRP	All Items
Category 1	Blackburn	25% Over MSRP	All Items
Category 1	BLine	25% Over MSRP	All Items
Category 1	Blue Sea Systems	7% Over MSRP	All Items
Category 1	Bosch	25% Over MSRP	All Items
Category 1	Bowers	25% Over MSRP	All Items
Category 1	Bridgeport Fittings	25% Over MSRP	All Items
Category 1	BrightonBest International	25% Over MSRP	All Items
Category 1	BRK Brands	25% Over MSRP	All Items
Category 1	Bryant	25% Over MSRP	All Items
Category 1	Burndy	25% Over MSRP	All Items
Category 1	Bussman	25% Over MSRP	All Items
Category 1	Bussmann	25% Over MSRP	All Items
Category 1	Cable Ties Unlimited	25% Over MSRP	All Items
Category 1	Cable USA	25% Over MSRP	All Items
Category 1	CableMaster Corporation	25% Over MSRP	All Items
Category 1	Cablofil	25% Over MSRP	All Items
Category 1	Caddy	25% Over MSRP	All Items
Category 1	Cadweld	25% Over MSRP	All Items
Category 1	Cal Am Manufacturing	25% Over MSRP	All Items
Category 1	Calbond	25% Over MSRP	All Items
Category 1	Calbrite	25% Over MSRP	All Items
Category 1	Calpipe Industries	25% Over MSRP	All Items
Category 1	Cantex	25% Over MSRP	All Items
Category 1	Capri	25% Over MSRP	All Items
Category 1	Carling	25% Over MSRP	All Items
Category 1	Carlisle	25% Over MSRP	All Items
Category 1	Carlon	25% Over MSRP	All Items
Category 1	Carlon Data	25% Over MSRP	All Items
Category 1	Carol Cable	25% Over MSRP	All Items
Category 1	Catamount	25% Over MSRP	All Items
Category 1	Century Wire & Cable	25% Over MSRP	All Items
Category 1	Cerro	25% Over MSRP	All Items
<b>U</b>	Champion Fiberglass	25% Over MSRP	All Items
Category 1	Chatsworth	25% Over MSRP	All Items
Category 1			
Category 1	Christy Concrete	25% Over MSRP	All Items
Category 1	Cinch Connectors	25% Over MSRP	All Items
Category 1	Circa Telecom	25% Over MSRP	All Items
Category 1	Click Bond	25% Over MSRP	All Items
Category 1	Cobra Wire and Cable	25% Over MSRP	All Items
Category 1	Cole Hersee	25% Over MSRP	All Items
Category 1	Coleman Cable	25% Over MSRP	All Items
Category 1	Coleman Cable Data	25% Over MSRP	All Items
Category 1	Commscope	25% Over MSRP	All Items
Category 1	Conduit Pipe	25% Over MSRP	All Items
Category 1	Continental Cordage	25% Over MSRP	All Items
Category 1	Cooper	25% Over MSRP	All Items
Category 1	Cooper CrouseHinds	25% Over MSRP	All Items
Category 1	Corning Cable Systems	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 1	CrouseHinds	25% Over MSRP	All Items
Category 1	Cully	25% Over MSRP	All Items
Category 1	Curlee	25% Over MSRP	All Items
Category 1	Current Tools	25% Over MSRP	All Items
Category 1	Cutler Hammer	25% Over MSRP	All Items
Category 1	Dakota Systems	25% Over MSRP	All Items
Category 1	DataComm Electronics	25% Over MSRP	All Items
Category 1	Delfingen	25% Over MSRP	All Items
Category 1	Delta Lightning Arrestors	25% Over MSRP	All Items
Category 1	Deutsch	7% Over MSRP	All Items
Category 1	Dewalt	25% Over MSRP	All Items
Category 1	Dialight	25% Over MSRP	All Items
Category 1	DITEK Surge Protection	25% Over MSRP	All Items
Category 1	Dongan Transformer	25% Over MSRP	All Items
Category 1	Dottie	25% Over MSRP	All Items
Category 1	Drossbach	25% Over MSRP	All Items
Category 1	DSG Canusa	25% Over MSRP	All Items
Category 1	Dunbar	25% Over MSRP	All Items
Category 1	Duracell	25% Over MSRP	All Items
Category 1	Durham Manufacturing	25% Over MSRP	All Items
Category 1	E.Z. Barrier	25% Over MSRP	All Items
Category 1	East Penn Deka	25% Over MSRP	All Items
Category 1	East Penn Deka Batteries	25% Over MSRP	All Items
	Eaton	25% Over MSRP	All Items
Category 1 Category 1	Eaton BLine	25% Over MSRP	All Items
Category 1	ECM Industries	25% Over MSRP	All Items
	Electrical Products Innovation	25% Over MSRP	All Items
Category 1	Electrical Products innovation	25% Over MSRP	All Items
Category 1	Emerson	25% Over MSRP	All Items
Category 1			
Category 1	Emerson Building Products	25% Over MSRP	All Items
Category 1	Energizer	25% Over MSRP	All Items
Category 1	Entrelec	25% Over MSRP	All Items
Category 1	Environmental Technology Inc	25% Over MSRP	All Items
Category 1	EPCO	25% Over MSRP	All Items
Category 1	EPHA	7% Over MSRP	All Items
Category 1	Erico	25% Over MSRP	All Items
Category 1	Ericson	25% Over MSRP	All Items
Category 1	Eriflex	25% Over MSRP	All Items
Category 1	Essentra	25% Over MSRP	All Items
Category 1	ETA (Engineered Technology)	25% Over MSRP	All Items
Category 1	Etcon	25% Over MSRP	All Items
Category 1	Euchner	25% Over MSRP	All Items
Category 1	EVS Manufacturing	25% Over MSRP	All Items
Category 1	Extech	25% Over MSRP	All Items
Category 1	Fairbanks Morse Defense	25% Over MSRP	All Items
Category 1	Fantech	25% Over MSRP	All Items
Category 1	Fasco Motors	25% Over MSRP	All Items
Category 1	Federal Mogul	25% Over MSRP	All Items
Category 1	Federal Pacific	25% Over MSRP	All Items

	1		APPLICABLE	
			ITEMS	
	MANUFACTURER	PRICE	(within	
			category)	
Category 1	Federal Signal	25% Over MSRP	All Items	
Category 1	Ferraz	25% Over MSRP	All Items	
Category 1	Ferrules Direct	25% Over MSRP	All Items	
Category 1	Festo	25% Over MSRP	All Items	
Category 1	Fiberplex Technologies	25% Over MSRP	All Items	
Category 1	Fibox	25% Over MSRP	All Items	
Category 1	Finder Relays	25% Over MSRP	All Items	
Category 1	Fire Rated Product Specialties	25% Over MSRP	All Items	
Category 1	Flambeau Cases	25% Over MSRP	All Items	
Category 1	FLEXTHERM	25% Over MSRP	All Items	
Category 1	Flo	25% Over MSRP	All Items	
Category 1	FSR	25% Over MSRP	All Items	
Category 1	Fuji Electric	25% Over MSRP	All Items	
Category 1	Fulham	25% Over MSRP	All Items	
Category 1	Functional Devices	25% Over MSRP	All Items	
Category 1	Future Smart	25% Over MSRP	All Items	
Category 1	Gamma Electronics	25% Over MSRP	All Items	
Category 1	Gardner Bender	25% Over MSRP	All Items	
Category 1	Garvin Industries	25% Over MSRP	All Items	
Category 1	GB	25% Over MSRP	All Items	
Category 1	GE	25% Over MSRP	All Items	
Category 1	GE Industrial	25% Over MSRP	All Items	
Category 1	GE Security	25% Over MSRP	All Items	
Category 1	General Cable	25% Over MSRP	All Items	
Category 1	General Electric	25% Over MSRI 25% Over MSRP	All Items	
Category 1	Gibson Stainless & Specialty	25% Over MSRI	All Items	
Category 1	Glenair	25% Over MSRI 25% Over MSRP	All Items	
Category 1	Greaves	25% Over MSRP	All Items	
Category 1	Greenlee Tools	25% Over MSRI 25% Over MSRP	All Items	
Category 1	Halex	25% Over MSRP	All Items	
Category 1	Harger Lightning & Grounding	25% Over MSRP	All Items	
Category 1	Harris	25% Over MSRP	All Items	
Category 1	Haydon Corporation	25% Over MSRP	All Items	
Category 1	Helistrand	25% Over MSRP	All Items	
Category 1	HellermannTyton	7% Over MSRP	All Items	
	Helukabel	25% Over MSRP	All Items	
Category 1		25% Over MSRP	All Items	
Category 1	Heyco Hillsdale Terminal	25% Over MSRP 25% Over MSRP	All Items	
Category 1	Hilisdale Terminal Hilti	25% Over MSRP 25% Over MSRP	All Items All Items	
Category 1				
Category 1	Hitachi Cable America	25% Over MSRP	All Items	
Category 1	Hoffman	7% Over MSRP	All Items	
Category 1	Hoffman McLean	25% Over MSRP	All Items	
Category 1	Home Automation	25% Over MSRP	All Items	
Category 1	Honeywell	25% Over MSRP	All Items	
Category 1	Honeywell Cable	25% Over MSRP	All Items	
Category 1	Houston Wire	25% Over MSRP	All Items	
Category 1	Houston Wire & Cable	25% Over MSRP	All Items	
Category 1	Hubbell - Electrical	25% Over MSRP	All Items	
Category 1	Hubbell - Acme Transformer	25% Over MSRP	All Items	

	<u> </u>		APPLICABLE
	MANULEACTURED	DRICE	ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 1	Hubbell - Bryant	25% Over MSRP	All Items
Category 1	Hubbell - Killark	25% Over MSRP	All Items
Category 1	Hubbell- Premise	25% Over MSRP	All Items
Category 1	Hubbell - Quazite	25% Over MSRP	All Items
Category 1	Hubbell - Raco	25% Over MSRP	All Items
Category 1	Hubbell - Wiegmann	25% Over MSRP	All Items
Category 1	Hubbell - Wiring Kellems	25% Over MSRP	All Items
Category 1	IBOCO	25% Over MSRP	All Items
Category 1	IC Intracom	25% Over MSRP	All Items
Category 1	ICC	25% Over MSRP	All Items
Category 1	Ideal	25% Over MSRP	All Items
Category 1	Ideal Networks	25% Over MSRP	All Items
Category 1	Ideal Tridon	25% Over MSRP	All Items
Category 1	llsco	25% Over MSRP	All Items
Category 1	Intellinet Network Solutions	25% Over MSRP	All Items
Category 1	Intermatic	25% Over MSRP	All Items
Category 1	International Wire	7% Over MSRP	All Items
Category 1	Irwin	25% Over MSRP	All Items
Category 1	ISO	25% Over MSRP	All Items
Category 1	ITE	25% Over MSRP	All Items
Category 1	IToolco	25% Over MSRP	All Items
Category 1	Jameson Tools	25% Over MSRP	All Items
Category 1	JIT Manufacturing	25% Over MSRP	All Items
	Judd Wire	25% Over MSRP	All Items
Category 1 Category 1	Kaftech	25% Over MSRP	All Items
	Kalas	25% Over MSRP	All Items
Category 1	Kellems	25% Over MSRP	All Items
Category 1	Kilde Fire	25% Over MSRP	All Items
Category 1		25% Over MSRP	
Category 1	Kindorf		All Items
Category 1	King Electrical	25% Over MSRP	All Items
Category 1	King Innovation	25% Over MSRP	All Items
Category 1	Kirkland	25% Over MSRP	All Items
Category 1	Klein	25% Over MSRP	All Items
Category 1	Knipex	25% Over MSRP	All Items
Category 1	Kortick	25% Over MSRP	All Items
Category 1	Kraloy	25% Over MSRP	All Items
Category 1	Lambro	25% Over MSRP	All Items
Category 1	Lapp	25% Over MSRP	All Items
Category 1	Lapp USA	25% Over MSRP	All Items
Category 1	Lcom	25% Over MSRP	All Items
Category 1	Leatherman	25% Over MSRP	All Items
Category 1	Legrand	25% Over MSRP	All Items
Category 1	Lenox	25% Over MSRP	All Items
Category 1	Leviton	25% Over MSRP	All Items
Category 1	Lew	25% Over MSRP	All Items
Category 1	LH Dottie	25% Over MSRP	All Items
Category 1	Line Hardware	25% Over MSRP	All Items
Category 1	LiquidTight	25% Over MSRP	All Items
Category 1	Littelfuse	25% Over MSRP	All Items

			APPLICABLE
			ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 1	Littelfuse	25% Over MSRP	All Items
Category 1	Loctite	25% Over MSRP	All Items
Category 1	Lutron	25% Over MSRP	All Items
Category 1	Lutze	25% Over MSRP	All Items
Category 1	Madison	25% Over MSRP	All Items
Category 1	Mag Daddy	25% Over MSRP	All Items
Category 1	Makita	25% Over MSRP	All Items
Category 1	Maple Chase	25% Over MSRP	All Items
Category 1	Marathon Special Products	25% Over MSRP	All Items
Category 1	Marine Tech	25% Over MSRP	All Items
Category 1	Marmon	25% Over MSRI	All Items
Category 1	Matthon Master Appliance	25% Over MSRP	All Items
<b>U</b>	Maxis	25% Over MSRP	All Items
Category 1		25% Over MSRP 25% Over MSRP	All Items
Category 1	MCT Brattberg		
Category 1	Mechanical Products company	25% Over MSRP	All Items
Category 1	Meltric	25% Over MSRP	All Items
Category 1	Mencom	25% Over MSRP	All Items
Category 1	Mennekes	25% Over MSRP	All Items
Category 1	Merrill Manufacturing	25% Over MSRP	All Items
Category 1	Mersen	25% Over MSRP	All Items
Category 1	Metal Products	25% Over MSRP	All Items
Category 1	Micro Switch	25% Over MSRP	All Items
Category 1	Middle Atlantic Products	25% Over MSRP	All Items
Category 1	Midland Metal	25% Over MSRP	All Items
Category 1	Midnite Solar	25% Over MSRP	All Items
Category 1	Midwest	25% Over MSRP	All Items
Category 1	Midwest Electrical	25% Over MSRP	All Items
Category 1	Milbank	25% Over MSRP	All Items
Category 1	Milwaukee	25% Over MSRP	All Items
Category 1	Minerallac	25% Over MSRP	All Items
Category 1	Mission Solar Energy	25% Over MSRP	All Items
Category 1	Moeller	25% Over MSRP	All Items
Category 1	Molex	25% Over MSRP	All Items
Category 1	Monoprice	25% Over MSRP	All Items
Category 1	Monroe Cable	25% Over MSRP	All Items
Category 1	Morris Products	25% Over MSRP	All Items
Category 1	Mounting Systems	25% Over MSRP	All Items
Category 1	MTE Corporation	25% Over MSRP	All Items
Category 1	Mueller	25% Over MSRP	All Items
Category 1	Mulberry Metal	25% Over MSRP	All Items
Category 1	Muxlab	25% Over MSRP	All Items
Category 1	Napco	25% Over MSRP	All Items
Category 1	National Meter Ind	25% Over MSRP	All Items
Category 1	National Specialties	25% Over MSRP	All Items
Category 1	National Wire and Cable	25% Over MSRP	All Items
Category 1	Navico Group	25% Over MSRP	All Items
Category 1	NAWA	25% Over MSRP	All Items
	Nebar	25% Over MSRP	All Items
Category 1			

			APPLICABLE
			ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 1	Neptco	25% Over MSRP	All Items
Category 1	New Basis	25% Over MSRP	All Items
Category 1	New England Wire Technology	25% Over MSRP	All Items
Category 1	Nexans	7% Over MSRP	All Items
Category 1	Nichifu	25% Over MSRP	All Items
Category 1	Nitroset	25% Over MSRP	All Items
Category 1	NKK Switches	25% Over MSRP	All Items
Category 1	Noark	25% Over MSRP	All Items
Category 1	Norseman	25% Over MSRP	All Items
Category 1	Norseman Tool & Drill	25% Over MSRP	All Items
Category 1	Nortek	25% Over MSRP	All Items
Category 1	NSI Tork	25% Over MSRP	All Items
Category 1	NSPA (National Standard Parts Associates)	7% Over MSRP	All Items
Category 1	Nucor	7% Over MSRP	All Items
Category 1	NuHeat	25% Over MSRP	All Items
Category 1	Nutone	25% Over MSRP	All Items
Category 1	nVent	25% Over MSRP	All Items
Category 1	nVent Caddy	25% Over MSRP	All Items
Category 1	nVent Erico	25% Over MSRP	All Items
Category 1	nVent Eriflex	25% Over MSRP	All Items
Category 1	nVent Hoffman	25% Over MSRP	All Items
Category 1	nVent NuHeat	25% Over MSRP	All Items
Category 1	nVent Raychem	25% Over MSRP	All Items
Category 1	NX Lighting Controls	25% Over MSRP	All Items
Category 1	Oatey	25% Over MSRP	All Items
Category 1	Ocal	25% Over MSRP	All Items
Category 1	Omega	25% Over MSRP	All Items
Category 1	Omega Engineering	25% Over MSRP	All Items
Category 1	Omni Cable	25% Over MSRP	All Items
Category 1	ONQ	25% Over MSRP	All Items
Category 1	Orbit Industries	25% Over MSRP	All Items
Category 1	Orion Lighting	25% Over MSRP	All Items
Category 1	OZ Gedney	25% Over MSRP	All Items
Category 1	Panduit	25% Over MSRP	All Items
Category 1	Pass and Seymour	25% Over MSRP	All Items
Category 1	Peigenesis	25% Over MSRP	All Items
Category 1	PennUnion	25% Over MSRP	All Items
Category 1	PermaCote	25% Over MSRP	All Items
Category 1	Pirtek	25% Over MSRP	All Items
Category 1	PlastiBond	25% Over MSRP	All Items
Category 1	Plymouth Tape	7% Over MSRP	All Items
Category 1	Powerline Hardware	25% Over MSRP	All Items
Category 1	PPC Insulators	25% Over MSRP	All Items
Category 1	Precision Designed Products	25% Over MSRP	All Items
Category 1	Prime Conduit	25% Over MSRP	All Items
Category 1 Category 1	Prime Wire	25% Over MSRP	All Items
Category 1 Category 1	Prime Manufacturing	25% Over MSRP	All Items
Category 1 Category 1	Priority Wire Cable	25% Over MSRP	All Items
Category 1 Category 1	Priority wire Cable Prysmian Group	7% Over MSRP	All Items
Category I	r rysman Group	770 OVEL IVISKP	All Itellis

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within
			category)
Category 1	Pull 'R Holdings	25% Over MSRP	All Items
Category 1	PV Labels	25% Over MSRP	All Items
Category 1	Quick Mount PV	25% Over MSRP	All Items
Category 1	QuickBOLT	25% Over MSRP	All Items
Category 1	QuickCable	7% Over MSRP	All Items
Category 1	Quickflash	25% Over MSRP	All Items
Category 1	Quickscrews International	25% Over MSRP	All Items
Category 1	Quiktron	25% Over MSRP	All Items
Category 1	RackATiers	25% Over MSRP	All Items
Category 1	Raco	25% Over MSRP	All Items
Category 1	Ramset	25% Over MSRP	All Items
Category 1	RANDL Industries	25% Over MSRP	All Items
Category 1	Raychem	25% Over MSRP	All Items
Category 1	Rectorseal	25% Over MSRP	All Items
Category 1	Red Dot	25% Over MSRP	All Items
Category 1	Remee	25% Over MSRP	All Items
Category 1	Remke Industries	25% Over MSRP	All Items
Category 1	Rennsteig	25% Over MSRP	All Items
Category 1	Republic Wire	25% Over MSRP	All Items
Category 1	RF Industries	25% Over MSRP	All Items
Category 1	Richards Manufacturing	25% Over MSRP	All Items
Category 1	Ridgid Tool	25% Over MSRP	All Items
Category 1	Rittal	25% Over MSRP	All Items
Category 1	Riverside Manufacturing (Faria)	25% Over MSRP	All Items
Category 1	Rothenberger	25% Over MSRP	All Items
Category 1	Roxtec	25% Over MSRP	All Items
Category 1	RTND	25% Over MSRP	All Items
Category 1	SAB Cable	25% Over MSRP	All Items
Category 1	Saginaw Control and Engineering	25% Over MSRP	All Items
Category 1	Samtan	25% Over MSRP	All Items
Category 1	Sea Dog Line	25% Over MSRP	All Items
Category 1	Seatek	25% Over MSRP	All Items
Category 1	SEC Connector Company	25% Over MSRP	All Items
Category 1	Sensata	25% Over MSRP	All Items
Category 1	Sequel	25% Over MSRP	All Items
Category 1	Service Wire	25% Over MSRP	All Items
Category 1	Shurtape	25% Over MSRP	All Items
Category 1	Siemens	25% Over MSRP	All Items
Category 1	Sigma	7% Over MSRP	All Items
Category 1	Signamax	25% Over MSRP	All Items
Category 1	Slingco	25% Over MSRP	All Items
Category 1	Smart Box	25% Over MSRP	All Items
Category 1	Southwire	25% Over MSRP	All Items
Category 1	Southwire SIMPush	25% Over MSRP	All Items
Category 1	Speed Systems	25% Over MSRP	All Items
Category 1	Stabiloy	25% Over MSRP	All Items
Category 1	Stahlin	7% Over MSRP	All Items
Category 1	StaiLoc	7% Over MSRP	All Items
Category 1 Category 1	Stanley Black & Decker	25% Over MSRP	All Items

			APPLICABLE
			ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 1	Star Stainless	25% Over MSRP	All Items
Category 1	Staubli	25% Over MSRP	All Items
Category 1	Staubli Electrical Connectors	25% Over MSRP	All Items
Category 1	Steel City	25% Over MSRP	All Items
Category 1	Steinel	25% Over MSRP	All Items
Category 1	STI Firestop	7% Over MSRP	All Items
Category 1	Stout Tool	25% Over MSRP	All Items
Category 1	Streamlight	25% Over MSRP	All Items
Category 1	Sumitomo	25% Over MSRP	All Items
Category 1	SunModo	25% Over MSRP	All Items
Category 1	Superior Essex	25% Over MSRP	All Items
Category 1	Superstrut	25% Over MSRP	All Items
Category 1	Supreme and Co	25% Over MSRP	All Items
	Supreme and Co	25% Over MSRP	All Items
Category 1	Symmetry Electronics	25% Over MSRP 25% Over MSRP	All Items
Category 1			
Category 1	Taylor Products	25% Over MSRP	All Items
Category 1	TE Connectivity	25% Over MSRP	All Items
Category 1	Techflex	7% Over MSRP	All Items
Category 1	Тетро	25% Over MSRP	All Items
Category 1	Textron	25% Over MSRP	All Items
Category 1	TF Cable	25% Over MSRP	All Items
Category 1	TF Kabel	25% Over MSRP	All Items
Category 1	Thomas & Betts	25% Over MSRP	All Items
Category 1	Times Microwave	25% Over MSRP	All Items
Category 1	Тораz	25% Over MSRP	All Items
Category 1	Tricab	25% Over MSRP	All Items
Category 1	Trimaco	25% Over MSRP	All Items
Category 1	Tyton	25% Over MSRP	All Items
Category 1	Uline	25% Over MSRP	All Items
Category 1	Umpco	25% Over MSRP	All Items
Category 1	UniRac	25% Over MSRP	All Items
Category 1	Unisorb	25% Over MSRP	All Items
Category 1	Unistrut	25% Over MSRP	All Items
Category 1	United Copper	25% Over MSRP	All Items
Category 1	Valmont Industries	25% Over MSRP	All Items
Category 1	Vapco Products	25% Over MSRP	All Items
Category 1	Vaughan	25% Over MSRP	All Items
Category 1	Victor Insulators	25% Over MSRP	All Items
Category 1	Viking Staple	25% Over MSRP	All Items
Category 1	Voltec	25% Over MSRP	All Items
Category 1	VTE	25% Over MSRP	All Items
Category 1	Vynckier	25% Over MSRP	All Items
Category 1	W.L. Gore	25% Over MSRP	All Items
Category 1	Wago	25% Over MSRP	All Items
Category 1	WBT	25% Over MSRP	All Items
Category 1 Category 1	Weidmuller	25% Over MSRP	All Items
	Wera Tools	25% Over MSRP	All Items
Category 1			
Category 1	Werner Ladder	25% Over MSRP	All Items
Category 1	Wesanco	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 1	West Penn Wire	25% Over MSRP	All Items
Category 1	Wheatland Tube	25% Over MSRP	All Items
Category 1	Wiegmann Hubbell	25% Over MSRP	All Items
Category 1	Wiha Tools	25% Over MSRP	All Items
Category 1	Wilmar	25% Over MSRP	All Items
Category 1	Wire Guard Systems	25% Over MSRP	All Items
Category 1	Wiremold	25% Over MSRP	All Items
Category 1	Woodhead	25% Over MSRP	All Items
Category 1	Youngstown Glove Company	25% Over MSRP	All Items
Category 1	Zeus	25% Over MSRP	All Items
Category 1	Zippertubing	25% Over MSRP	Zippertubing
category 1	Category 2 – Switch/Service Gear		
Category 2	AB Technology	25% Over MSRP	All Items
Category 2	ABB	25% Over MSRP	All Items
Category 2	ACF (Pencom)	25% Over MSRP	All Items
Category 2	Acme	25% Over MSRP	All Items
Category 2	Advanced Energy	25% Over MSRP	All Items
Category 2	Advanced Protection Technologies	25% Over MSRP	All Items
Category 2	Airpax	25% Over MSRP	All Items
Category 2	Akron Porcelain & Plastics	25% Over MSRP	All Items
Category 2	AllenBradley	25% Over MSRP	All Items
Category 2	Altronix	25% Over MSRP	All Items
Category 2	American Circuit Breakers	25% Over MSRP	All Items
Category 2	American Midwest Power (AMP)	25% Over MSRP	All Items
Category 2	American Power Conversion	25% Over MSRP	All Items
Category 2	American Presto Corp	25% Over MSRP	All Items
Category 2	Ametek	25% Over MSRP	All Items
Category 2	AmRad Engineering	25% Over MSRP	All Items
Category 2	Appleton	25% Over MSRP	All Items
Category 2	APsystems	25% Over MSRP	All Items
Category 2	Arkplas	25% Over MSRP	All Items
Category 2	Asco	25% Over MSRP	All Items
Category 2	ATC (Automatic Timing & Controls)	25% Over MSRP	All Items
Category 2	Aube Technologies	25% Over MSRP	All Items
Category 2	Avtron	25% Over MSRP	All Items
Category 2	Azuray Technologies	25% Over MSRP	All Items
Category 2	Badger Meter	25% Over MSRP	All Items
Category 2	Baldor	25% Over MSRP	All Items
Category 2	Banner Engineering	25% Over MSRP	All Items
Category 2	Baumer	25% Over MSRP	All Items
Category 2	Bert	25% Over MSRP	All Items
Category 2	BIC Harnessing	25% Over MSRP	All Items
Category 2	Blue Diamond Pumps	25% Over MSRP	All Items
Category 2	Blue Oak PV	25% Over MSRP	All Items
Category 2	Blue Sea Systems	7% Over MSRP	All Items
Category 2	Bosch	25% Over MSRP	All Items
Category 2	Bosch Intrusion	25% Over MSRP	All Items
Category 2	Bosch Security	25% Over MSRP	All Items

			APPLICABLE
			ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 2	Brady	25% Over MSRP	All Items
Category 2	BrightonBest International	25% Over MSRP	All Items
Category 2	BRK Brands	25% Over MSRP	All Items
Category 2	BRKFirst Alert	25% Over MSRP	All Items
Category 2	Broan	25% Over MSRP	All Items
Category 2	Brooks Utility	25% Over MSRP	All Items
Category 2	Bussman	25% Over MSRP	All Items
Category 2	Cable Ties Unlimited	25% Over MSRP	All Items
Category 2	Cable USA	25% Over MSRP	All Items
Category 2	Carling	25% Over MSRP	All Items
Category 2	Carlisle	25% Over MSRP	All Items
Category 2	Challenger	25% Over MSRP	All Items
Category 2	ChargePoint	25% Over MSRP	All Items
Category 2	Cinch Connectors	25% Over MSRP	All Items
Category 2	Citel	25% Over MSRP	All Items
Category 2	Cobra Wire and Cable	25% Over MSRP	All Items
Category 2	Cole Hersee	25% Over MSRP	All Items
Category 2	Continental Cordage	25% Over MSRP	All Items
Category 2	Cooper	25% Over MSRP	All Items
Category 2	Cooper Bussman	25% Over MSRP	All Items
	· ·	25% Over MSRP	All Items
Category 2	Cooper Crouse Hinds	25% Over MSRP	All Items
Category 2	Cooper Power Systems CrouseHinds		All Items
Category 2		25% Over MSRP	
Category 2	Cutler Hammer	25% Over MSRP	All Items
Category 2	Dakota Systems	25% Over MSRP	All Items
Category 2	Delta Lightning Arrestors	25% Over MSRP	All Items
Category 2	Deutsch	7% Over MSRP	All Items
Category 2	Dialight	25% Over MSRP	All Items
Category 2	DITEK Surge Protection	25% Over MSRP	All Items
Category 2	Dongan Transformer	25% Over MSRP	All Items
Category 2	Dunbar	25% Over MSRP	All Items
Category 2	Duracell	25% Over MSRP	All Items
Category 2	Durham Manufacturing	25% Over MSRP	All Items
Category 2	East Penn Deka Batteries	25% Over MSRP	All Items
Category 2	Eaton	25% Over MSRP	All Items
Category 2	Eaton/Bussmann Series	25% Over MSRP	All Items
Category 2	Ekstrom Metering	25% Over MSRP	All Items
Category 2	electrical products innovation	25% Over MSRP	All Items
Category 2	Emerson	25% Over MSRP	All Items
Category 2	Emerson Building Products	25% Over MSRP	All Items
Category 2	EMon	25% Over MSRP	All Items
Category 2	Energizer	25% Over MSRP	All Items
Category 2	Enphase	25% Over MSRP	All Items
Category 2	Entrelec	25% Over MSRP	All Items
Category 2	EPHA	7% Over MSRP	All Items
Category 2	Essentra	25% Over MSRP	All Items
Category 2	ETA (Engineered Technology)	25% Over MSRP	All Items
Category 2	EVBox	25% Over MSRP	All Items
Category 2	EVS Manufacturing	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within
			category)
Category 2	Federal Mogul	25% Over MSRP	All Items
Category 2	Federal Pacific	25% Over MSRP	All Items
Category 2	Ferrules Direct	25% Over MSRP	All Items
Category 2	Flambeau Cases	25% Over MSRP	All Items
Category 2	Fuji Electric	25% Over MSRP	All Items
Category 2	Gamma Electronics	25% Over MSRP	All Items
Category 2	GE	25% Over MSRP	All Items
Category 2	GE Industrial	25% Over MSRP	All Items
Category 2	Generac	25% Over MSRP	All Items
Category 2	General Electric	25% Over MSRP	All Items
Category 2	GenTran	25% Over MSRP	All Items
Category 2	Glenair	25% Over MSRP	All Items
Category 2	Greenlee Tools	25% Over MSRP	All Items
Category 2	Hammond Power Solutions	25% Over MSRP	All Items
Category 2	Harris	25% Over MSRP	All Items
Category 2	Heinemann	25% Over MSRP	All Items
Category 2	Helistrand	25% Over MSRP	All Items
Category 2	Helukabel	25% Over MSRP	All Items
Category 2	HeviDuty	25% Over MSRP	All Items
Category 2	Hialeah Meter Company	25% Over MSRP	All Items
Category 2	Hillsdale Terminal	25% Over MSRP	All Items
Category 2	Honeywell	25% Over MSRP	All Items
	Hubbell		1
Category 2		25% Over MSRP	All Items
Category 2	Hubbell - Industrial Controls	25% Over MSRP	All Items
Category 2	Hubbell - Power Systems	25% Over MSRP	All Items
Category 2	Hubbell - Acme Transformer	25% Over MSRP	All Items
Category 2	Ideal	25% Over MSRP	All Items
Category 2	Ideal Tridon	25% Over MSRP	All Items
Category 2	ISO	25% Over MSRP	All Items
Category 2	ITE	25% Over MSRP	All Items
Category 2	JIT Manufacturing	25% Over MSRP	All Items
Category 2	Joslyn Clark	25% Over MSRP	All Items
Category 2	Judd Wire	25% Over MSRP	All Items
Category 2	Kaftech	25% Over MSRP	All Items
Category 2	KB Electronics	25% Over MSRP	All Items
Category 2	Kirkland	25% Over MSRP	All Items
Category 2	Klein	25% Over MSRP	All Items
Category 2	Klockner Moeller	25% Over MSRP	All Items
Category 2	Kohler Power	25% Over MSRP	All Items
Category 2	Landis Gyr	25% Over MSRP	All Items
Category 2	Lapp	25% Over MSRP	All Items
Category 2	Lapp USA	25% Over MSRP	All Items
Category 2	Lcom	25% Over MSRP	All Items
Category 2	Leeson	25% Over MSRP	All Items
		25% Over MSRP	All Items
Category 2	Legrand		All Items
Category 2	Leviton	25% Over MSRP	
Category 2	Leviton Load Centers	25% Over MSRP	All Items
Category 2	Line Hardware	25% Over MSRP	All Items
Category 2	Linemaster	25% Over MSRP	All Ite

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within
<u> </u>			category)
Category 2	LiquidTight	25% Over MSRP	All Items
Category 2	Littelfuse	7% Over MSRP	All Items
Category 2	Loctite	25% Over MSRP	All Items
Category 2	Mag Daddy	25% Over MSRP	All Items
Category 2	Magnecraft	25% Over MSRP	All Items
Category 2	Magnitude Products LLC	25% Over MSRP	All Items
Category 2	Mainstream Engineering Corp.	25% Over MSRP	All Items
Category 2	Marathon Motors	25% Over MSRP	All Items
Category 2	Marathon Special Products	25% Over MSRP	All Items
Category 2	Marine Tech	25% Over MSRP	All Items
Category 2	Marmon	25% Over MSRP	All Items
Category 2	Marsh Bellofram	25% Over MSRP	All Items
Category 2	Master Appliance	25% Over MSRP	All Items
Category 2	McLean	25% Over MSRP	All Items
Category 2	Mechanical Products company	25% Over MSRP	All Items
Category 2	Meister International	25% Over MSRP	All Items
Category 2	Meltric	25% Over MSRP	All Items
Category 2	Mencom	25% Over MSRP	All Items
Category 2	Mennekes	25% Over MSRP	All Items
Category 2	Merrill Manufacturing	25% Over MSRP	All Items
Category 2	Mersen	25% Over MSRP	All Items
	Micro Switch	25% Over MSRP	All Items
Category 2			1
Category 2	Micron	25% Over MSRP	All Items
Category 2	Middle Atlantic Products	25% Over MSRP	All Items
Category 2	Midland Metal	25% Over MSRP	All Items
Category 2	Midnite Solar	25% Over MSRP	All Items
Category 2	Midwest	25% Over MSRP	All Items
Category 2	Midwest Electrical	25% Over MSRP	All Items
Category 2	Milbank	25% Over MSRP	All Items
Category 2	Milwaukee	25% Over MSRP	All Items
Category 2	Mission Solar Energy	25% Over MSRP	All Items
Category 2	Moeller	25% Over MSRP	All Items
Category 2	Molex	25% Over MSRP	All Items
Category 2	Monoprice	25% Over MSRP	All Items
Category 2	Morris Products	25% Over MSRP	All Items
Category 2	MTE Corporation	25% Over MSRP	All Items
Category 2	Mueller	25% Over MSRP	All Items
Category 2	Mulberry Metal	25% Over MSRP	All Items
Category 2	Muxlab	25% Over MSRP	All Items
Category 2	National Meter Ind	25% Over MSRP	All Items
Category 2	National Specialties	25% Over MSRP	All Items
Category 2	National Wire and Cable	25% Over MSRP	All Items
Category 2	Navico Group	25% Over MSRP	All Items
Category 2	NAWA	25% Over MSRP	All Items
Category 2	Nebar	25% Over MSRP	All Items
Category 2	NEBO	25% Over MSRP	All Items
Category 2	Net Media	25% Over MSRP	All Items
Category 2	Network Video Tech	25% Over MSRP	All Items

			APPLICABLE	
			ITEMS	
	MANUFACTURER	PRICE	(within	
			category)	
Category 2	New Basis	25% Over MSRP	All Items	
Category 2	New England Wire Technology	25% Over MSRP	All Items	
Category 2	Nichifu	25% Over MSRP	All Items	
Category 2	NKK Switches	25% Over MSRP	All Items	
Category 2	Noark	25% Over MSRP	All Items	
Category 2	Norseman	25% Over MSRP	All Items	
Category 2	Nortek	25% Over MSRP	All Items	
Category 2	NSI Tork	25% Over MSRP	All Items	
Category 2	nVent	25% Over MSRP	All Items	
Category 2	nVent Erico	25% Over MSRP	All Items	
Category 2	nVent Eriflex	25% Over MSRP	All Items	
Category 2	nVent Hoffman	25% Over MSRI 25% Over MSRP	All Items	
Category 2 Category 2	Oatey	25% Over MSRP	All Items	
Category 2 Category 2	Omega Engineering	25% Over MSRP	All Items	
Category 2 Category 2	Panduit	25% Over MSRP 25% Over MSRP	All Items	
		25% Over MSRP	All Items	
Category 2	Pass and Seymour Peigenesis	25% Over MSRP	1	
Category 2			All Items	
Category 2	Pelican	25% Over MSRP	All Items	
Category 2	Phoenix Contact	25% Over MSRP	All Items	
Category 2	Pirtek	25% Over MSRP	All Items	
Category 2	Powerline Hardware	25% Over MSRP	All Items	
Category 2	Precision Multiple Controls	25% Over MSRP	All Items	
Category 2	Preformed Line Prod	25% Over MSRP	All Items	
Category 2	PULS	25% Over MSRP	All Items	
Category 2	PV Powered	25% Over MSRP	All Items	
Category 2	Q CELLS	25% Over MSRP	All Items	
Category 2	Qmark	25% Over MSRP	All Items	
Category 2	QuickCable	25% Over MSRP	All Items	
Category 2	R. Stahl	25% Over MSRP	All Items	
Category 2	Raychem	25% Over MSRP	All Items	
Category 2	Red Lion Controls	25% Over MSRP	All Items	
Category 2	Rees	25% Over MSRP	All Items	
Category 2	Refco Manufacturing	25% Over MSRP	All Items	
Category 2	Refrigeration Technologies	25% Over MSRP	All Items	
Category 2	Regal Beloit	25% Over MSRP	All Items	
Category 2	Reliance Controls	25% Over MSRP	All Items	
Category 2	Rennsteig	25% Over MSRP	All Items	
Category 2	Rittal	25% Over MSRP	All Items	
Category 2	Riverside Manufacturing (Faria)	25% Over MSRP	All Items	
Category 2	RK Electronics	25% Over MSRP	All Items	
Category 2	Robertshaw	25% Over MSRP	All Items	
Category 2	Rockwell	25% Over MSRP	All Items	
Category 2	Ronk Electrical	25% Over MSRP	All Items	
Category 2	Russellstoll	25% Over MSRP	All Items	
Category 2	Safety Technology International	25% Over MSRP	All Items	
Category 2	Salisbury	25% Over MSRP	All Items	
Category 2	Samlex America	25% Over MSRP	All Items	
Curegory 2			All Items	
Category 2	Schweitzer Engineering	25% Over MSRP		

			APPLICABLE	
	MANUFACTURER	PRICE	ITEMS	
	MANOFACIORER	PRICE	(within	
			category)	
Category 2	Sea Dog Line	25% Over MSRP	All Items	
Category 2	Sensata	25% Over MSRP	All Items	
Category 2	Sensor Switch	25% Over MSRP	All Items	
Category 2	Sentry Switch	25% Over MSRP	All Items	
Category 2	Setra Systems Inc	25% Over MSRP	All Items	
Category 2	Shurtape	25% Over MSRP	All Items	
Category 2	Sick Optic	25% Over MSRP	All Items	
Category 2	Siemens	25% Over MSRP	All Items	
Category 2	Silfab Solar	25% Over MSRP	All Items	
Category 2	SMA	25% Over MSRP	All Items	
Category 2	SnapNrack	25% Over MSRP	All Items	
	Socomec	25% Over MSRP	All Items	
Category 2	Sola Deck		All Items	
Category 2		25% Over MSRP		
Category 2	Sola HeviDuty	25% Over MSRP	All Items	
Category 2	Solar Solutions	25% Over MSRP	All Items	
Category 2	Solar4America	25% Over MSRP	All Items	
Category 2	SolarEdge	25% Over MSRP	All Items	
Category 2	SolArk	25% Over MSRP	All Items	
Category 2	Solartech Power	25% Over MSRP	All Items	
Category 2	SolarWorld	25% Over MSRP	All Items	
Category 2	Solectria	25% Over MSRP	All Items	
Category 2	Solmetric	25% Over MSRP	All Items	
Category 2	Sonnen	25% Over MSRP	All Items	
Category 2	SPAN Energy Management	25% Over MSRP	All Items	
Category 2	Square D Schneider	25% Over MSRP	All Items	
Category 2	SSAC	25% Over MSRP	All Items	
Category 2	Stahlin	7% Over MSRP	All Items	
Category 2	Star Stainless	25% Over MSRP	All Items	
Category 2	Staubli	25% Over MSRP	All Items	
Category 2	Staubli Electrical Connectors	25% Over MSRP	All Items	
Category 2	Steinel	25% Over MSRI 25% Over MSRP	All Items	
Category 2	Stelpro Design	25% Over MSRP	All Items	
Category 2	Streamlight	25% Over MSRP	All Items	
Category 2	StruthersDunn	25% Over MSRP	All Items	
Category 2	Sumitomo	25% Over MSRP	All Items	
Category 2	SunModo	25% Over MSRP	All Items	
Category 2	Sunrise Technologies	25% Over MSRP	All Items	
Category 2	Suntech	25% Over MSRP	All Items	
Category 2	Sylvania	25% Over MSRP	All Items	
Category 2	Symcom	25% Over MSRP	All Items	
Category 2	Symmetry Electronics	25% Over MSRP	All Items	
Category 2	Syncom Technologies	25% Over MSRP	All Items	
Category 2	TDK Lambda Americas	25% Over MSRP	All Items	
Category 2	TE Connectivity	25% Over MSRP	All Items	
Category 2	Technology Research	25% Over MSRP	All Items	
Category 2	Teco Westinghouse	25% Over MSRP	All Items	
Category 2	Teledyne FLIR	25% Over MSRP	All Items	
Category 2	Telemecanique Sensors	25% Over MSRP	All Items	
Category 2	Tempco	25% Over MSRP	All Items	

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 2	Тетро	25% Over MSRP	All Items
Category 2	TestUm	25% Over MSRP	All Items
Category 2	Textron	25% Over MSRP	All Items
Category 2	Thomas & Betts	25% Over MSRP	All Items
Category 2	Tigo Energy	25% Over MSRP	All Items
Category 2	Time Mark	25% Over MSRP	All Items
Category 2	TopWorx	25% Over MSRP	All Items
Category 2	Tork	25% Over MSRP	All Items
Category 2	ToteVision	25% Over MSRP	All Items
Category 2	TPI	25% Over MSRP	All Items
Category 2	TransCoil	25% Over MSRP	All Items
Category 2	Transition	25% Over MSRI 25% Over MSRP	All Items
Category 2	TriNet	25% Over MSRP	All Items
		25% Over MSRP	All Items
Category 2 Category 2	Tripp Lite Turck	25% Over MSRP 25% Over MSRP	All Items All Items
Category 2	Tyco Electronics	25% Over MSRP	All Items
Category 2	Tyco Thermal Controls	25% Over MSRP	All Items
Category 2	UEI	25% Over MSRP	All Items
Category 2	Uline	25% Over MSRP	All Items
Category 2	Umpco	25% Over MSRP	All Items
Category 2	Underwater Kinetics	25% Over MSRP	All Items
Category 2	Universal Electric	25% Over MSRP	All Items
Category 2	Universal Wireless	25% Over MSRP	All Items
Category 2	Utility Solutions	25% Over MSRP	All Items
Category 2	Veolia	25% Over MSRP	All Items
Category 2	Vertiv Energy Systems	25% Over MSRP	All Items
Category 2	Vision Metering	25% Over MSRP	All Items
Category 2	VTE	25% Over MSRP	All Items
Category 2	W.L. Gore	25% Over MSRP	All Items
Category 2	Wago	25% Over MSRP	All Items
Category 2	Wallbox USA	25% Over MSRP	All Items
Category 2	Watlow	25% Over MSRP	All Items
Category 2	Weidmuller	25% Over MSRP	All Items
Category 2	Werma	25% Over MSRP	All Items
Category 2	Westinghouse	25% Over MSRP	All Items
Category 2	Wheelock	25% Over MSRP	All Items
Category 2	WhiteRodgers	25% Over MSRP	All Items
Category 2	Wiley Electronics	25% Over MSRP	All Items
Category 2	Wilkerson Instruments	25% Over MSRP	All Items
Category 2	Woodhead	25% Over MSRP	All Items
Category 2	Yaskawa America	25% Over MSRP	All Items
Category 2	Yaskawa Solectria Solar	25% Over MSRP	All Items
Category 2	Yokogawa (YCA)	25% Over MSRP	All Items
Category 2	Zeus	25% Over MSRP	All Items
Category 2	Zippertubing	25% Over MSRP	All Items
	Category 3 Trim		
Category 3	AB Technology	25% Over MSRP	All Items
Category 3	ABB	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within
<u> </u>		25% 0 14655	category)
Category 3	ACF (Pencom)	25% Over MSRP	All Items
Category 3	Acuity	25% Over MSRP	All Items
Category 3	Advance Transformer	25% Over MSRP	All Items
Category 3	AeroLite	25% Over MSRP	All Items
Category 3	AFX (American Fluorescent)	25% Over MSRP	All Items
Category 3	Airpax	25% Over MSRP	All Items
Category 3	Akron Porcelain & Plastics	25% Over MSRP	All Items
Category 3	Aleddra Lighting	25% Over MSRP	All Items
Category 3	Alkco	25% Over MSRP	All Items
Category 3	AllPro Lighting	25% Over MSRP	All Items
Category 3	ALP	25% Over MSRP	All Items
Category 3	Ambiance Lighting	25% Over MSRP	All Items
Category 3	American Lighting	25% Over MSRP	All Items
Category 3	American Presto Corp	25% Over MSRP	All Items
Category 3	AmericanDe Rosa Lamparts	25% Over MSRP	All Items
Category 3	Ammex	25% Over MSRP	All Items
Category 3	Appleton	25% Over MSRP	All Items
Category 3	Architectural Area Lighting	25% Over MSRP	All Items
Category 3	Arcus Light USA	25% Over MSRP	All Items
Category 3	ArcVision	25% Over MSRP	All Items
Category 3	Arkplas	25% Over MSRP	All Items
		25% Over MSRP	All Items
Category 3	Atlas Lighting Products		1
Category 3	Axlen Lighting	25% Over MSRP	All Items
Category 3	Barron Lighting Group	25% Over MSRP	All Items
Category 3	Beghelli	25% Over MSRP	All Items
Category 3	Bergen	25% Over MSRP	All Items
Category 3	Berko	25% Over MSRP	All Items
Category 3	Besa Lighting	25% Over MSRP	All Items
Category 3	BIC Harnessing	25% Over MSRP	All Items
Category 3	Bodine	25% Over MSRP	All Items
Category 3	Bogen	25% Over MSRP	All Items
Category 3	BrightonBest International	25% Over MSRP	All Items
Category 3	BRK Brands	25% Over MSRP	All Items
Category 3	BRKFirst Alert	25% Over MSRP	All Items
Category 3	Broan	25% Over MSRP	All Items
Category 3	Bryant	25% Over MSRP	All Items
Category 3	Bulbrite	25% Over MSRP	All Items
Category 3	Cable Ties Unlimited	25% Over MSRP	All Items
Category 3	Cable USA	25% Over MSRP	All Items
Category 3	Cadet	25% Over MSRP	All Items
Category 3	Candela	25% Over MSRP	All Items
Category 3	Carling	25% Over MSRP	All Items
Category 3	Carlisle	25% Over MSRP	All Items
Category 3	Carlon	25% Over MSRP	All Items
Category 3	Casablanca Fan	25% Over MSRP	All Items
Category 3	Chloride	25% Over MSRP	All Items
	Cinch Connectors	25% Over MSRP	All Items
Category 3			
Category 3	City Lighting	25% Over MSRP	All Items

			APPLICABLE
	MANUFACTURER	PRICE	ITEMS
	MANOFACIORER	PRICE	(within
			category)
Category 3	Cole Hersee	25% Over MSRP	All Items
Category 3	Color Kinetics	25% Over MSRP	All Items
Category 3	Columbia Lighting	25% Over MSRP	All Items
Category 3	Compass	25% Over MSRP	All Items
Category 3	ConTech Lighting	25% Over MSRP	All Items
Category 3	Continental Cordage	25% Over MSRP	All Items
Category 3	Convectair	25% Over MSRP	All Items
Category 3	Cooper	25% Over MSRP	All Items
Category 3	Cooper Crouse Hinds	25% Over MSRP	All Items
Category 3	Cooper Lighting Solutions	25% Over MSRP	All Items
Category 3	Craftmade	25% Over MSRP	All Items
Category 3	Creative Illumination	25% Over MSRP	All Items
Category 3	Cree Lighting	25% Over MSRP	All Items
Category 3	CSL	25% Over MSRP	All Items
Category 3	Dakota Systems	25% Over MSRP	All Items
Category 3	Damar	25% Over MSRP	All Items
Category 3	DataComm Electronics	25% Over MSRP	All Items
Category 3	DayBrite	25% Over MSRP	All Items
Category 3	Designers Edge	25% Over MSRP	All Items
	Dialight		All Items
Category 3		25% Over MSRP	
Category 3	Diode LED	25% Over MSRP	All Items
Category 3	Drossbach	25% Over MSRP	All Items
Category 3	DualLite	25% Over MSRP	All Items
Category 3	Dunbar	25% Over MSRP	All Items
Category 3	Duracell	25% Over MSRP	All Items
Category 3	Durham Manufacturing	25% Over MSRP	All Items
Category 3	EAO	25% Over MSRP	All Items
Category 3	East Penn Deka Batteries	25% Over MSRP	All Items
Category 3	Eaton	25% Over MSRP	All Items
Category 3	Eaton Arrow Hart	25% Over MSRP	All Items
Category 3	ECM Industries	25% Over MSRP	All Items
Category 3	Ecobee	25% Over MSRP	All Items
Category 3	Edwards	25% Over MSRP	All Items
Category 3	EGS	25% Over MSRP	All Items
Category 3	Eiko	25% Over MSRP	All Items
Category 3	Elco Lighting	25% Over MSRP	All Items
Category 3	Electrical Products Innovation	25% Over MSRP	All Items
Category 3	Electromode	25% Over MSRP	All Items
Category 3	Elite Lighting	25% Over MSRP	All Items
Category 3	ELK	25% Over MSRP	All Items
Category 3	EmergiLite	25% Over MSRP	All Items
Category 3	Emerson	25% Over MSRP	All Items
Category 3	Emerson Building Products	25% Over MSRP	All Items
Category 3	Energizer	25% Over MSRP	All Items
Category 3	Energy Focus	25% Over MSRP	All Items
Category 3	Environmental Technology Inc	25% Over MSRP	All Items
Category 3	EPCO	25% Over MSRP	All Items
Category 3	EPHA	7% Over MSRP	All Items
Category 3	Essentra	25% Over MSRP	All Items

			APPLICABLE
		DDICE	ITEMS
	MANUFACTURER	PRICE	(within
			category)
Category 3	ETA (Engineered Technology)	25% Over MSRP	All Items
Category 3	EVS Manufacturing	25% Over MSRP	All Items
Category 3	EXO Outdoor Lighting	25% Over MSRP	All Items
Category 3	Eye Lighting International	25% Over MSRP	All Items
Category 3	Fanimation	25% Over MSRP	All Items
Category 3	FC Lighting	25% Over MSRP	All Items
Category 3	Federal Mogul	25% Over MSRP	All Items
Category 3	Feiss	25% Over MSRP	All Items
Category 3	Ferrules Direct	25% Over MSRP	All Items
Category 3	Fiberstars	25% Over MSRP	All Items
Category 3	Flambeau Cases	25% Over MSRP	All Items
Category 3	Flos USA	25% Over MSRP	All Items
Category 3	Focal Point	25% Over MSRP	All Items
Category 3	Focus Industries	25% Over MSRP	All Items
Category 3	Forecast Lighting	25% Over MSRP	All Items
Category 3	Forest Lighting	25% Over MSRP	All Items
Category 3	Fulham	25% Over MSRP	All Items
Category 3	Gamma Electronics	25% Over MSRP	All Items
Category 3	Gardco	25% Over MSRP	All Items
Category 3	Garvin Industries	25% Over MSRP	All Items
Category 3	GE	25% Over MSRP	All Items
Category 3	GE Industrial	25% Over MSRP	All Items
Category 3	General Electric	25% Over MSRP	All Items
Category 3	Generation Lighting	25% Over MSRP	All Items
Category 3	Genlyte	25% Over MSRP	All Items
Category 3	Glass Surface Systems	25% Over MSRP	All Items
Category 3	Glenair	25% Over MSRP	All Items
Category 3	Green Creative	25% Over MSRP	All Items
Category 3	Greenlee Tools	25% Over MSRP	All Items
Category 3	H.E. Williams	25% Over MSRP	All Items
Category 3	Hadco	25% Over MSRP	All Items
Category 3	Halco	25% Over MSRP	All Items
	Halo	25% Over MSRP	All Items
Category 3	Harris	25% Over MSRP	All Items
Category 3			All Items
Category 3	Hazlux	25% Over MSRP	
Category 3	Heath Zenith	25% Over MSRP 25% Over MSRP	All Items
Category 3	Helistrand		All Items
Category 3	HellermannTyton	7% Over MSRP	All Items
Category 3	Helukabel	25% Over MSRP	All Items
Category 3	Hillsdale Terminal	25% Over MSRP	All Items
Category 3	Hinkley Lighting	25% Over MSRP	All Items
Category 3	Holophane	25% Over MSRP	All Items
Category 3	Home Automation	25% Over MSRP	All Items
Category 3	Honeywell	25% Over MSRP	All Items
Category 3	Hubbell	7% Over MSRP	All Items
Category 3	Hubbell - Electrical	25% Over MSRP	All Items
Category 3	Hubbell- Lighting	25% Over MSRP	All Items
Category 3	Hubbell - Acme Transformer	25% Over MSRP	All Items
Category 3	Hubbell - Alera	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 3	Hubbell - Bryant	25% Over MSRP	All Items
Category 3	Hubbel - Industrial Lighting	25% Over MSRP	All Items
Category 3	Hubbell - Premise	25% Over MSRP	All Items
Category 3	Hubbell - TayMac	25% Over MSRP	All Items
Category 3	Hubbell - Wiring Kellems	25% Over MSRP	All Items
Category 3	Hunter Fans	25% Over MSRI 25% Over MSRP	All Items
Category 3	Hunza Lighting	25% Over MSRP	All Items
Category 3	IC Intracom	25% Over MSRP	All Items
Category 3		25% Over MSRP	All Items
	Ideal	25% Over MSRP	All Items
Category 3			
Category 3	Ideal Tridon	25% Over MSRP	All Items All Items
Category 3	Ilsco	25% Over MSRP	
Category 3	Intelligent Lighting Controls	25% Over MSRP	All Items
Category 3	Intellinet Network Solutions	25% Over MSRP	All Items
Category 3	Intermatic	25% Over MSRP	All Items
Category 3	ISO	25% Over MSRP	All Items
Category 3	ITE	25% Over MSRP	All Items
Category 3	Janmar Lighting	25% Over MSRP	All Items
Category 3	JIT Manufacturing	25% Over MSRP	All Items
Category 3	JK Lighting	25% Over MSRP	All Items
Category 3	Judd Wire	25% Over MSRP	All Items
Category 3	Juno Lighting	25% Over MSRP	All Items
Category 3	Kaftech	25% Over MSRP	All Items
Category 3	Keystone Technologies	25% Over MSRP	All Items
Category 3	Kichler	25% Over MSRP	All Items
Category 3	Kidde Fire	25% Over MSRP	All Items
Category 3	Kim Lighting	25% Over MSRP	All Items
Category 3	Kirkland	25% Over MSRP	All Items
Category 3	Klein	25% Over MSRP	All Items
Category 3	Гарр	25% Over MSRP	All Items
Category 3	Lapp USA	25% Over MSRP	All Items
Category 3	Lcom	25% Over MSRI 25% Over MSRP	All Items
Category 3	LEDtronics	25% Over MSRP	All Items
Category 3	Legrand	25% Over MSRP	All Items
Category 3	Leotek	25% Over MSRP	All Items
Category 3	Leviton	25% Over MSRP	All Items
Category 3	Lew	25% Over MSRP	All Items
Category 3	LG	25% Over MSRP	All Items
Category 3	Light Bug Lighting	25% Over MSRP	All Items
Category 3	Light Efficient Design	25% Over MSRP	All Items
Category 3	Lightalarms	25% Over MSRP	All Items
Category 3	Lighting Science Group	25% Over MSRP	All Items
Category 3	Lightolier	25% Over MSRP	All Items
Category 3	Linmore LED	25% Over MSRP	All Items
Category 3	LiquidTight	25% Over MSRP	All Items
Category 3	Lite The Nite	25% Over MSRP	All Items
Category 3	Litecontrol	25% Over MSRP	All Items
Category 3	Liteline	25% Over MSRP	All Items
Category 3	Litetronics	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 3	Lithonia Lighting	25% Over MSRP	All Items
Category 3	Liton Lighting	25% Over MSRP	All Items
Category 3	Loctite	25% Over MSRP	All Items
Category 3	Lotus LED	25% Over MSRP	All Items
Category 3	LSI Lighting	25% Over MSRP	All Items
Category 3	Lumark	25% Over MSRP	All Items
Category 3	Lumec	25% Over MSRP	All Items
Category 3	Lumenpulse	25% Over MSRP	All Items
Category 3	Lumenwerx	25% Over MSRP	All Items
Category 3	Lumiere	25% Over MSRP	All Items
Category 3	Lumilite	25% Over MSRP	All Items
Category 3	Luminaire	25% Over MSRP	All Items
Category 3	Lunera	25% Over MSRP	All Items
Category 3	Lutron	25% Over MSRP	All Items
Category 3	LVS Controls	25% Over MSRP	All Items
Category 3	Mag Daddy	25% Over MSRP	All Items
Category 3	Manning Lighting	25% Over MSRP	All Items
	Maple Chase	25% Over MSRP	All Items
Category 3	Maple Chase Marine Tech	25% Over MSRP	
Category 3			All Items
Category 3	Marley	25% Over MSRP	All Items
Category 3	Marmon	25% Over MSRP	All Items
Category 3	Master Appliance	25% Over MSRP	All Items
Category 3	Maxilume	25% Over MSRP	All Items
Category 3	Maxim Lighting	25% Over MSRP	All Items
Category 3	Maxlite	25% Over MSRP	All Items
Category 3	McGraw Edison	25% Over MSRP	All Items
Category 3	MCT Brattberg	7% Over MSRP	All Items
Category 3	Mechanical Products company	25% Over MSRP	All Items
Category 3	Metalux	25% Over MSRP	All Items
Category 3	MHT Lighting	25% Over MSRP	All Items
Category 3	Midland Metal	25% Over MSRP	All Items
Category 3	Midwest Electrical	25% Over MSRP	All Items
Category 3	Milwaukee	25% Over MSRP	All Items
Category 3	Minka Lighting	25% Over MSRP	All Items
Category 3	Mobern	25% Over MSRP	All Items
Category 3	Monoprice	25% Over MSRP	All Items
Category 3	Monte Carlo	25% Over MSRP	All Items
Category 3	Morris Products	25% Over MSRP	All Items
Category 3	Mulberry Metal	25% Over MSRP	All Items
Category 3	Murray Feiss	25% Over MSRP	All Items
Category 3	Napco	25% Over MSRP	All Items
Category 3	National Specialties	25% Over MSRP	All Items
Category 3	National Specialty Lighting	25% Over MSRP	All Items
Category 3	National Wire and Cable	25% Over MSRP	All Items
Category 3	Navico Group	25% Over MSRP	All Items
Category 3	NAWA	25% Over MSRP	All Items
Category 3	Nebar	25% Over MSRP	All Items
Category 3	NEBO	25% Over MSRP	All Items
Category 3	Nest	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within
			category)
Category 3	New England Wire Technology	25% Over MSRP	All Items
Category 3	Nichifu	25% Over MSRP	All Items
Category 3	NKK Switches	25% Over MSRP	All Items
Category 3	Nora Lighting	25% Over MSRP	All Items
Category 3	Norseman	25% Over MSRP	All Items
Category 3	Norseman Tool & Drill	25% Over MSRP	All Items
Category 3	Nova Flex LED	25% Over MSRP	All Items
Category 3	NSI Tork	25% Over MSRP	All Items
Category 3	NSPA (National Standard Parts Associates)	7% Over MSRP	All Items
Category 3	NuHeat	25% Over MSRP	All Items
Category 3	Nutone	25% Over MSRP	All Items
Category 3	nVent	25% Over MSRP	All Items
Category 3	nVent NuHeat	25% Over MSRP	All Items
Category 3	Oatey	25% Over MSRP	All Items
Category 3	Omega Engineering	25% Over MSRP	All Items
Category 3	ONQ	25% Over MSRP	All Items
Category 3	Oracle Lighting	25% Over MSRP	All Items
	Orion Lighting	25% Over MSRP	All Items
Category 3	Panduit	25% Over MSRP	All Items
Category 3			+
Category 3	Pass and Seymour	25% Over MSRP	All Items
Category 3	Pauluhn	25% Over MSRP	All Items
Category 3	Peigenesis	25% Over MSRP	All Items
Category 3	PennUnion	25% Over MSRP	All Items
Category 3	Philips Color Kinetics	25% Over MSRP	All Items
Category 3	Philips Lighting	25% Over MSRP	All Items
Category 3	Phoenix Lighting	25% Over MSRP	All Items
Category 3	Pirtek	25% Over MSRP	All Items
Category 3	Powerline Hardware	25% Over MSRP	All Items
Category 3	PPC Insulators	25% Over MSRP	All Items
Category 3	Prescolite	25% Over MSRP	All Items
Category 3	ProBuilt Professional Lighting	25% Over MSRP	All Items
Category 3	Progress Lighting	25% Over MSRP	All Items
Category 3	Prosoft Technology	25% Over MSRP	All Items
Category 3	ProSolar	25% Over MSRP	All Items
Category 3	QTran	25% Over MSRP	All Items
Category 3	QuickCable	7% Over MSRP	All Items
Category 3	QuietCool Manufacturing	25% Over MSRP	All Items
Category 3	Quiktron	25% Over MSRP	All Items
Category 3	Quoizel	25% Over MSRP	All Items
Category 3	Quorum	25% Over MSRP	All Items
Category 3	RAB	25% Over MSRP	All Items
Category 3	Rach	25% Over MSRP	All Items
Category 3	Reiker	25% Over MSRP	All Items
Category 3	Rennsteig	25% Over MSRP	All Items
Category 3	RigALite	25% Over MSRP	All Items
Category 3	Rittal	25% Over MSRP	All Items
Category 3	Riverside Manufacturing (Faria)	25% Over MSRP	All Items
Category 3	RTND	25% Over MSRP	All Items
Category 3	Samtan	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS
	WANGFACTORER	PRICE	(within category)
Category 3	Satco	25% Over MSRP	All Items
Category 3	Sea Dog Line	25% Over MSRP	All Items
Category 3	Sea Gull	25% Over MSRP	All Items
Category 3	Sensata	25% Over MSRP	All Items
Category 3	Sensor Switch	25% Over MSRP	All Items
Category 3	ShatRShield	25% Over MSRP	All Items
Category 3	Shurtape	25% Over MSRP	All Items
Category 3	Siemens	25% Over MSRP	All Items
Category 3	Signify	25% Over MSRP	All Items
Category 3	Sillites	25% Over MSRP	All Items
Category 3	Simkar	25% Over MSRP	All Items
Category 3	Square D Schneider	25% Over MSRP	All Items
Category 3	Stahlin	7% Over MSRP	All Items
Category 3	Star Stainless	25% Over MSRP	All Items
	Star Stainless	25% Over MSRP 25% Over MSRP	All Items
Category 3		25% Over MSRP 25% Over MSRP	
Category 3	Stelpro Design		All Items
Category 3	STI Firestop	7% Over MSRP	All Items
Category 3	Stonco	25% Over MSRP	All Items
Category 3	Streamlight	25% Over MSRP	All Items
Category 3	Sumitomo	25% Over MSRP	All Items
Category 3	SureLites	25% Over MSRP	All Items
Category 3	Suttle	25% Over MSRP	All Items
Category 3	Sylvania	25% Over MSRP	All Items
Category 3	ТауМас	25% Over MSRP	All Items
Category 3	ТСР	25% Over MSRP	All Items
Category 3	Tech Lighting	25% Over MSRP	All Items
Category 3	TechBrite	25% Over MSRP	All Items
Category 3	Terralux	25% Over MSRP	All Items
Category 3	Texas Fluorescents	25% Over MSRP	All Items
Category 3	The Can Converter	25% Over MSRP	All Items
Category 3	Thomas Lighting	25% Over MSRP	All Items
Category 3	TOMAR Electronics	25% Over MSRP	All Items
Category 3	Тораz	25% Over MSRP	All Items
Category 3	Tork	25% Over MSRP	All Items
Category 3	TouchPlate	25% Over MSRP	All Items
Category 3	Troy	25% Over MSRP	All Items
Category 3	Uline	25% Over MSRP	All Items
Category 3	Umpco	25% Over MSRP	All Items
Category 3	United Pacific	25% Over MSRP	All Items
Category 3	Universal Douglas	25% Over MSRP	All Items
Category 3	USHIO	25% Over MSRP	All Items
Category 3	USI	25% Over MSRP	All Items
Category 3	UTC Fire & Security	25% Over MSRP	All Items
		25% Over MSRP	All Items
Category 3	Venture Lighting		
Category 3	ViewZ	25% Over MSRP	All Items
Category 3	Visual Comfort & Co.	25% Over MSRP	All Items
Category 3	Vivotek	25% Over MSRP	All Items
Category 3	Voltarc	25% Over MSRP	All Items
Category 3	Volume Lighting	25% Over MSRP	All Items

	MANUFACTURER	PRICE	APPLICABLE ITEMS (within category)
Category 3	VTE	25% Over MSRP	All Items
Category 3	W.L. Gore	25% Over MSRP	All Items
Category 3	WAC Lighting	25% Over MSRP	All Items
Category 3	Wattstopper	25% Over MSRP	All Items
Category 3	Wave Lighting	25% Over MSRP	All Items
Category 3	Westinghouse	25% Over MSRP	All Items
Category 3	Westinghouse Lighting	25% Over MSRP	All Items
Category 3	WF Harris Lighting	25% Over MSRP	All Items
Category 3	Wide Loyal	25% Over MSRP	All Items
Category 3	Wila Lighting	25% Over MSRP	All Items
Category 3	Wiremold	25% Over MSRP	All Items
Category 3	Wobblelight	25% Over MSRP	All Items
Category 3	World Dryer	25% Over MSRP	All Items
Category 3	Zeus	25% Over MSRP	All Items
Category 3	Zippertubing	25% Over MSRP	All Items

## **INSURANCE REQUIREMENTS**

- 1. **INSURANCE OBLIGATION**. During the Term of this Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. COMMERCIAL GENERAL LIABILITY INSURANCE. Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
  - b. WORKERS' COMPENSATION INSURANCE. Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
  - c. EMPLOYERS' LIABILITY (STOP GAP) INSURANCE. Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.
  - d. COMMERCIAL AUTOMOBILE LIABILITY INSURANCE (only required if Contractor is using a vehicle to deliver goods or provide services to Purchaser premises). Commercial automobile liability insurance covering the ownership, maintenance, and/or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Contract, with limits of not less than \$1,000,000 per accident, combined single limit for bodily injury and property damage liability. Coverage shall be provided on Insurance Services Office (ISO) form number CA 0001 or an equivalent. The required limits can be satisfied by any combination of primary, umbrella, or excess policy.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. INSURANCE CARRIER RATING. Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

- 3. **ADDITIONAL INSURED**. Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
- 4. CERTIFICATE OF INSURANCE. Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance and any related insurance documents shall be sent via email, and shall be sent to the email address set forth:

Email: *Note*: For Email notice, the Email Subject line must state: Insurance Certificate – Contract No. 11121 Electrical Supplies

- 5. **PRIMARY COVERAGE**. Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
- 6. **SUBCONTRACTORS**. Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
- 7. WAIVER OF SUBROGATION. Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
- 8. NOTICE OF CHANGE OR CANCELLATION. There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
- 9. **EXTENDED REPORTING PERIOD**. If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

\* \* \* END OF INSURANCE REQUIREMENTS \* \* \*