# First Amendment to Master Price Agreement for ELECTRICAL PRODUCTS & LIGHTING EQUIPMENT

# **Replace Attachment A in its Entirety**

This Amendment to the Master Price Agreement is entered into this 15<sup>th</sup> day of May 2023 by LEAGUE OF OREGON CITIES LOC ("Purchaser") and WESCO DISTRIBUTION, INC. ("Vendor") based upon the sales and/or service of Electrical Products and Lighting Equipment.

#### RECITALS

WHEREAS, Purchaser and Vendor entered into a Master Price Agreement numbered PS20160 on or about April 10, 2020 and by this reference incorporated herein; and

WHEREAS, Purchaser desires to replace Attachment A in its entirety with the original Pricing Schedule details from Vendor's response to the RFP, including Product Category, Manufacture Name, and the discount percentage; and

WHEREAS, Purchaser has provided notice, on or about May 5, 2023, to replace Attachment A in its entirety with the Pricing Schedule details from Attachment D of their response to the RFP; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect Attachment A replaced in its entirety.

NOW, THEREFORE, Purchaser and Vendor enter into the following:

# **AMENDMENT TO MASTER PRICE AGREEMENT**

Attachment A Updated. Attachment A to the Master Price Agreement shall be amended in its entirety to reflect Attachment D Pricing Schedule from Vendor's response to the RFP:

ATTACHMENT A to Master Price Agreement by and between VENDOR and PURCHASER. PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

PRODUCT CATEGORY	WESCO Category	Subcategory	MANUFACTURER NAME	FIXED DISCOUNT PERCENTAGE	PRICE STRUCTURE
Batteries	INDUSTRIAL MAINTENANCE	BATTERIES	DURACELL USA	12	Disc. from TSEC
Batteries	INDUSTRIAL MAINTENANCE	BATTERIES	EVEREADY	12	Disc. from TSEC
Batteries	INDUSTRIAL MAINTENANCE	BATTERIES	RAYOVAC	12	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	CRC	7	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	IDEAL	41	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	LOUISVILLE LADDERS	16	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	WERNER	15	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	ЭМ	7	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	rngs	ЭМ	6	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	ЭМ	6	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	3M	14	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	WIRE CONNECTORS	3M	4	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS	3M	2	Disc. from MSRP
Electrical	TRANSFORMERS, METERS, OVERHEAD	OIL FILLED, POWER	ABB	22	Cost Plus
Electrical	TRANSFORMERS	CONTROL TYPE	ACME	15	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	ACME	14	Disc. from TSEC
Electrical	DATACOM	FIBER CABLE	AFL TELECOMMUNICATIONS	3	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	AIW	22	Cost Plus

Electrical	RACEWAYS,	STRUT	ALLIED - POWERSTRUT	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT.CABLE TRAY	STRUT FITTINGS	ALLIED - POWERSTRUT	45	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	POWER/CONTROLS	ALTRONIX	10	Disc. from MSRP
Electrical	DISTRIBUTION EQUIPMENT	BRACKETS, BRACES DEADENDS	ALUMAFORM	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	ALUMINUM CONDUIT NIPPLES	30	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	ALUMINUM ELS & COUPS	43	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	TRANSCEIVER	AMERICAN FIBERTEK	10	Disc. from MSRP
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	ANAMET	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	ANAMET	22	Cost Plus
Electrical	POWER PROTECTION	UPS/PDU'S	APC	30	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	APPLETON	25	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	APPLETON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	APPLETON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	APPLETON	20	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	APPLETON	13	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC , FLEX	APPLETON	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	APPLETON	24	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	APPLETON	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	APPLETON	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	APPLETON	17	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	APPLETON	30	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	APPLETON	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	APPLETON	42	Disc. from TSEC
Electrical	CONTROL - OPEN & CLOSED	VFD, PLC, RELAYS, TIMERS, STARTERS	APPLETON	13	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	APPLETON	15	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	APPLETON	18	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	CAMERAS	ARECONT VISION	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	POINT TO POINT WIRELESS	AVALAN WIRELESS SYSTEMS	2	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	BELDEN	22	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	BELDEN	30	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	BERKTEK	38	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	B-LINE - EATON	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	B-LINE - EATON	45	Disc. from TSEC

Electrical	DATACOMM SUPPORT	RACKS, CABINETS, CABLE TRAY	B-LINE - EATON	15	Disc. from MSRP
Electrical	WIRING DEVICES	CONTROL UNIT	BOSS CONTROLS	2	Disc. from MSRP
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	BRAD HARRISON	19	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	BRADY	22	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	BRIDGEPORT	44	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	BRIDGEPORT	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	BRIDGEPORT	45	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	BRIDGEPORT	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	BRIDGEPORT	26	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	BRIDGEPORT	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS		BRIDGEPORT	51	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	BRIDGEPORT	43	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	BRYANT	42	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	BRYANT	37	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	BRYANT	27	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	BRYANT	18	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-COMMERCIAL	BRYANT	29	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	BRYANT	38	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	WIRE CONNECTORS	BUCHANAN	9	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WIRE & POWER	BUILDING WIRE (600 - COPPER)	22	Cost Plus
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	BURNDY	20	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES		BURNDY	23	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	BURNDY	24	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	BURNDY	26	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	BUSSMANN - EATON	51	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	DUAL ELEMENT	BUSSMANN - EATON	22	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	FUSE BLOCKS / HOLDERS	BUSSMANN - EATON	35	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	GLASS	BUSSMANN - EATON	41	Disc. from TSEC
Electrical		LOW PEAK / AMP TRAP	BUSSMANN - EATON	47	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	MIDGET	BUSSMANN - EATON	50	Disc. from TSEC

Electrical	WIRE, POWER, CORDS & BUILDING	WELDING CABLE	CABLE - WELDING	22	Cost Plus
Electrical	DATACOMM SUPPORT	CABLE TRAY	CABLOFIL	33	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS		CADDY	20	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	CANTEX	26	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	CANTEX	22	Disc. from TSEC
Electrical	CONDUIT-NON METALLIC (P.I.E.)	NON-METALLIC	CANTEX	22	Cost Plus
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	CARLON	35	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	CARLON	35	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	CARLON	26	Disc. from TSEC
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	CARLON	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	NON-METALLIC	CARLON	22	Cost Plus
Electrical	ENCLOSURES	NON-METALLIC	CARLON	23	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	CARLON	23	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIREWAY	CARLON	22	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIRING DUCT	CARLON	35	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	CAROL CABLE	22	Cost Plus
Electrical	DATAĆOMM SUPPORT	RACKS, CABINETS, CABLE TRAY	CHATSWORTH PRODUCTS INC. (CPI)	22	Disc. from MSRP
Electrical	POWER PROTECTION	MODULES	CIRCATEL	15	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 JIC	CIRCLE A-W	21	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 2	CIRCLE A-W	21	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	WIREWAY	CIRCLE A-W	46	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	COMMSCOPE	30	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	COMMSCOPE	30	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	COMMSCOPE	30	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	COMMSCOPE	25	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	COMNET COMMUNICATIONS NETWORKS	10	Disc. from MSRP
Electrical	DATACOMM CABLE	FIBER CABLE	CORNING	15	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	CORNING	15	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	CROUSE HINDS - EATON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	CROUSE HINDS - EATON	17	Disc. from TSEC

Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	CONTROL - OPEN & CLOSED	VFD, PLC, RELAYS, TIMERS, STARTERS	CROUSE HINDS - EATON	13	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	CROUSE HINDS - EATON	14	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	CROUSE HINDS - EATON	11	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	CROUSE HINDS - EATON	13	Disc. from TSEC
Electrical	ENCLOSURES	NON-METALLIC	CROUSE HINDS - KRYDON	14	Disc. from TSEC
Electrical	CONTROL - OPEN & CLOSED	VFD, PLC, RELAYS, TIMERS, STARTERS	CUTLER HAMMER - EATON	11	Disc. from TSEC
Electrical	FACTORY PRODUCTS	SENSORS & SWITCHES	CUTLER HAMMER - EATON	13	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	CUTLER HAMMER - EATON	17	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	CUTLER HAMMER - EATON	15	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	CUTLER HAMMER (W)	11	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	CUTLER HAMMER (W)	45	Disc. from TSEC
Electrical	TRANSFORMERS	CONTROL TYPE	CUTLER HAMMER (W)	30	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	CUTLER HAMMER (W)	30	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	SURGE PROTECTION	DITEK	15	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	D-LINK	25	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	DOORKING	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	CAMERAS/HOUSINGS	DOTWORKS	80	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	FIBER PATHWAY	DURALINE	10	Disc. from MSRP
Electrical	DATACOMM CABLE	FIBER CABLE	DURALINE/AFL	10	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	DURALINE/AFL	10	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	BALANCE OF LINE	EATON ELECTRICAL PRODUCTS	10	Disc. from TSEC
Electrical	POWER PROTECTION	UPS/PDU'S	EATON POWERWARE	20	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	EDWARDS	6	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	EGS	39	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	EGS	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	EGS	44	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	EGS	99	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	EGS	40	Disc. from TSEC

Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	EGS	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	EGS	41	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	RUBBER PRODUCTS - ELBOWS, TERMINATIONS	ELASTIMOLD	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	ELECTRIFLEX	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	ELECTRIFLEX	22	Cost Plus
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 JIC	ELECTROMATE	46	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 3	ELECTROMATE	46	Disc. from MSRP
Electrical	ENCLOSURES	NON-METALLIC	ELECTROMATE	47	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	WIREWAY	ELECTROMATE	46	Disc. from MSRP
Electrical	METERS	ELECTRIC	ELSTER	22	Cost Plus
Electrical	POWER PROTECTION	UPS/PDU'S	EMERSON-LIEBERT	2	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	EMT	45	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	EMT	22	Cost Plus
Electrical	DATACOMM SUPPORT	CONDUIT	ENDOT	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	WIRELESS/RADIO	ENGENIUS TECHNOLOGIES	25	Cost Plus
Electrical	DATACOMM SUPPORT	CABLE TRAY	ERICO CADDY	16	Disc. from MSRP
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	ERICSON	25	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	ETHERWAN SYSTEMS	10	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	FEDERAL SIGNAL	20	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	FIBERTRON	37	Disc. from MSRP
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	FLEX - ALUMINUM	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	FLEX - STEEL	22	Cost Plus
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	G&W	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	GALV STEEL	43	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	GE DISTRIBUTION	7	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	GE DISTRIBUTION	25	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	GE DISTRIBUTION	40	Disc. from TSEC
Electrical	TRANSFORMERS	CONTROL TYPE	GE TRANSFORMERS	30	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	GE TRANSFORMERS	30	Disc. from TSEC
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	GENERAL	38	Disc. from MSRP
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	GENERIC	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)		GENERIC	22	Cost Plus
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	GOULD SHAWMUT	47	Disc. from TSEC
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Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	DUAL ELEMENT	GOULD SHAWMUT	32	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	FUSE BLOCKS / HOLDERS	GOULD SHAWMUT	35	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	GLASS	GOULD SHAWMUT	39	Disc. from TSEC
Electrical	FUSE	LOW PEAK / AMP TRAP	GOULD SHAWMUT	43	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	MIDGET	GOULD SHAWMUT	47	Disc. from TSEC
Electrical	DATACOMM SUPPORT	RACKS, CABINETS	GREAT LAKES & CABINETS	20	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER CONNECTORS	HITACHI	25	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS	HITACHI	25	Disc. from MSRP
Electrical	ENCLOSURES	FIBERGLASS	HOFFMAN	6	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 JIC	HOFFMAN	13	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 4	HOFFMAN	13	Disc. from MSRP
Electrical	ENCLOSURES	NON-METALLIC	HOFFMAN	13	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	WIREWAY	HOFFMAN	13	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER CONNECTROS/PANELS	HUBBELL	30	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	HUBBELL WIRING	12	Disc. from TSEC
Electrical	WIRING DEVICES	DIMMERS	HUBBELL WIRING	25	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.L'S	HUBBELL WIRING	36	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	HUBBELL WIRING	28	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	HUBBELL WIRING	18	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-COMMERCIAL	HUBBELL WIRING	26	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	HUBBELL WIRING	37	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	CROSSARMS, ASSEMBLIES, ETC	HUGHES BROS	22	Cost Plus
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	IDEAL	21	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	IDEAL	14	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	LUGS	IDEAL	21	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	TERMINALS (STA-KONS)	IDEAL	24	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	WIRE CONNECTORS	IDEAL	18	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	IMC	45	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	IMC	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	LICENSE PLATE READERS	INEX TECHNOLOGIES	10	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	INTERMATIC	11	Disc. from TSEC

Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	ITE	8	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	ITE	18	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	ITE	45	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	ACCESSORIES	KIDDE	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	KORNS	43	Disc. from TSEC
Electrical	WIRING DEVICES	DIMMERS	LEVITON	28	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	LEVITON	41	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	LEVITON	30	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	LEVITON	20	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-COMMERCIAL	LEVITON	38	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	LEVITON	45	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	LEVITON	25	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	LEVITON	25	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	POWER SUPPLIES	LIFESAFETY POWER	15	Disc. from MSRP
Electrical	WIRING DEVICES	DIMMERS	LUTRON	22	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	MAGNASPHERE	10	Disc. from MSRP
Electrical	BOXES	UNDERGROUND UTILITY	MARTIN ENTERPRISES	22	Cost Plus
Electrical	DATACOMM SUPPORT	CONDUIT	MAXCELL	<b>о</b>	Disc. from MSRP
Electrical	WIRING DEVICES	MINIATURE SWITCHES	MC GILL	17	Disc. from TSEC
Electrical	WIRING DEVICES	MINIATURE SWITCHES	MICRO SWITCH	15	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	WORKSTATIONS/CABINETS/RACKS	MIDDLE ATLANTIC	10	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	MIDWEST	35	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	MIDWEST	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	MIDWEST	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	MIDWEST	26	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	MIDWEST	18	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	MIDWEST	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	MIDWEST	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	MIDWEST	42	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	METER SOCKETS	MILBANK	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	MILESTONE	10	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	MINERALLAC	32	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WIRE & POWER	MTW - TEW - SIS	22	Cost Plus

Electrical	CONDUIT & CABLE FITTINGS	HUBS	MYERS	15	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	NEER	46	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	NEER	26	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	NEER	54	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	NEER	43	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	TRANSMISSION	NETWORK VIDEO TECHNOLOGIES	10	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	HDPE	NORTH COAST CONDUIT	22	Cost Plus
Electrical	DATACOMM SUPPORT		NVENT - HOFFMAN	31	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS		OCAL INC	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	OCAL INC	40	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	OCAL INC	22	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	PRIMARY CABLE	OKONITE	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	IP PRODUCTS	OPTEX INC	25	Cost Plus
Electrical	DATACOMM CABLE	FIBER CABLE	OPTICAL CABLE CORP. (OCC)	25	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	OPTICAL CABLE CORP. (OCC)	35	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	ORTRONICS	37	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	ORTRONICS	35	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	ORTRONICS	35	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	OZ/GEDNEY	33	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	OZ/GEDNEY	32	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	OZ/GEDNEY	21	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	OZ/GEDNEY	20	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS		OZ/GEDNEY	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	OZ/GEDNEY	33	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	OZ/GEDNEY	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	OZ/GEDNEY	26	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	OZ/GEDNEY	29	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	OZ/GEDNEY	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	OZ/GEDNEY	38	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	OZ/GEDNEY	42	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	OZ/GEDNEY	19	Disc. from TSEC
Electrical	WIRING DEVICES		OZ/GEDNEY	18	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	PANDUIT	14	Disc. from TSEC

	WINEWATS, STROT, CABLE TRAT	WIRING DUCT	H		Disc from TSEC
	WIREWAYS STRUT CABLE TRAY		PANDOL	24	
	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	PANDUIT	13	Disc. from TSEC
Electrical T	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	PANDUIT	16	Disc. from TSEC
Electrical T	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	PANDUIT	19	Disc. from TSEC
Electrical D,	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	PANDUIT	10	Disc. from MSRP
Electrical D,	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	PANDUIT	10	Disc. from MSRP
Electrical T	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	BULK TERMINALS, CABLE TIES & CONNECTORS	PANDUIT - BULK	7	Disc. from TSEC
Electrical B	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	PASS & SEYMOUR - LEGRAND	22	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	PASS & SEYMOUR - LEGRAND	18	Disc. from TSEC
Electrical	WIRING DEVICES	DIMMERS	PASS & SEYMOUR - LEGRAND	28	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	PASS & SEYMOUR - LEGRAND	37	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	PASS & SEYMOUR - LEGRAND	27	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	PASS & SEYMOUR - LEGRAND	25	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	PASS & SEYMOUR - LEGRAND	38	Disc. from TSEC
Electrical SI	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	PEERLESS TECHNOLOGIES	25	Cost Plus
Electrical El	ELECTRICAL SUPPLIES	CABLES, CONNECTORS, RELAYS	PHOENIX CONTACT	S	Disc. from MSRP
Electrical W	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WIRE & POWER	POWER CABLE	22	Cost Plus
Electrical TF	TRANSFORMERS	OIL FILLED, POWER	POWER PARTNERS	22	Cost Plus
Electrical D,	DATACOMM SUPPORT	BOXES, CASES	PREFORMED LINE PRODUCTS	ဗ	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	PVC - ELS & COUPS	56	Disc. from TSEC
Electrical	CONDUIT-NON METALLIC (P.I.E.)	NON-METALLIC	PVC - SCHEDULE 40	22	Cost Plus
Electrical C	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	PVC FITTINGS	99	Disc. from TSEC
Electrical B	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	RACO	17	Disc. from TSEC
Electrical B	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	RACO	51	Disc. from TSEC
Electrical B	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	RACO	26	Disc. from TSEC
Electrical B	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	RACO	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	RACO	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	RACO	44	Disc. from TSEC
Electrical C	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	RACO	99	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	RACO	99	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	RACO	37	Disc. from TSEC

Electrical	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	RACO	23	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	RACO	37	Disc. from TSEC
Electrical	WIRING DEVICES	MINIATURE SWITCHES	RACO	18	Disc. from TSEC
Electrical	POWER PROTECTION	PDU'S	RARITAN	25	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION/RECORDERS	RAZBERI TECHNOLOGIES	10	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	RED DOT	36	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	RED DOT	36	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	RED DOT	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	RED DOT	15	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	RIGID - ALUMINUM	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	RIGID - GALV STEEL	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	RIGID - PVC COATED	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	RIGID - PVC COATED (ELS & COUPS)	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	ROBROY INDUSTRIES	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	ROBROY INDUSTRIES	40	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	ROBROY INDUSTRIES	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	LOCKS/HARDWARE	SECURITRON MAGNALOCK	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	ACCESS CONTROL	SECURITY DOOR CONTROLS	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	WORKSTATIONS	SENECA DATA DISTRIBUTORS	10	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	SIEMON	37	Disc. from MSRP
Electrical	TRANSFORMERS	CONTROL TYPE	SOLAHD	12	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	SOLAHD	11	Disc. from TSEC
Electrical	ENCLOSURES	FIBERGLASS	STAHLIN	10	Disc. from TSEC
Electrical	DATACOMM CABLE	COPPER CABLE	SUPERIOR/ESSEX	28	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	T&B	19	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC , FLEX	T&B	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	T&B	21	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	T&B	24	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	T&B	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	T&B	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	T&B	28	Disc. from TSEC
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	T&B	22	Cost Plus
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	T&B	16	Disc. from TSEC

Electrical	RACEWAYS,	UNDERFLOOR DUCT	T&B	23	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS STRUT CABLE TRAY	WIRING DUCT	T&B	27	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	T&B	31	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	T&B	40	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	T&B	20	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	LUGS	T&B	23	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	SPLICES & TERMINATIONS	T&B	22	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	T&B	27	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	GROUND RODS	T&B - BLACKBURN	40	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	LUGS	T&B - BLACKBURN	24	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	SPLICES & TERMINATIONS	T&B - BLACKBURN	22	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	T&B - BOWERS	41	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	T&B - BOWERS	51	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	T&B - BOWERS	19	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	T&B - BOWERS	8	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	BULK TERMINALS, CABLE TIES & CONNECTORS	T&B - BULK	o	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	CABLE TIES	T&B - CATAMOUNT	19	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS  & ACCESSORIES	SPLICES & TERMINATIONS	T&B - CATAMOUNT	22	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	T&B - PERFECT-LINE	37	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	T&B - STEEL CITY	19	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	( )	T&B - STEEL CITY	53	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	T&B - STEEL CITY	45	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	T&B - STEEL CITY	21	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	T&B - STEEL CITY	22	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	T&B - STEEL CITY	99	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	T&B - STEEL CITY	43	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	T&B - STEEL CITY	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	T&B - STEEL CITY	40	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	T&B - STEEL CITY	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	T&B - STEEL CITY	45	Disc. from TSEC

Electrical	RACEWAYS, WIREWAYS STRUT CABLE TRAY	UNDERFLOOR DUCT	T&B - STEEL CITY	22	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	T&B- SUPERSTRUT	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	T&B- SUPERSTRUT	45	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	T&B- UNION	26	Disc. from TSEC
Electrical	POWER PROTECTION	PDU'S	TII TECHNOLOGIES (PORTA)	15	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	MEDIA CONVERTORS	TRANSITION NETWORKS	24	Disc. from MSRP
Electrical	POWER PROTECTION	UPS/PDU'S	TRIPP-LITE	35	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	UNISTRUT	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	UNISTRUT	46	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	TRANSMISSION	VERACITY USA	25	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	VIDEO MOUNT PRODUCTS	25	Cost Plus
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	WALKER	12	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	WALKER	19	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	UNDERFLOOR DUCT	WALKER	16	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT.CABLE TRAY	STRUT, FITTINGS	WESANCO	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	WIREMOLD - LEGRAND	15	Disc. from TSEC
Electrical	DATACOMM SUPPORT	WIRE MANAGEMENT	WIREMOLD - LEGRAND	37	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	WOODHEAD - MOLEX	20	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	WOODHEAD - MOLEX	19	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	WOODHEAD - MOLEX	22	Cost Plus
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	AMERICAN FASTENER	56	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	BURNDY	23	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	DOTTIE	35	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	IDEAL	21	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	METALLICS	16	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	PANDUIT	41	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	T&B	17	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	AMERICAN LIGHTING	22	Cost Plus
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	APPLETON	19	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS	APPLETON	40	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	ASD LIGHTING	22	Cost Plus

Lighting	LIGHTING	NON-HAZARDOUS	ATLAS LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS	CONTECH LIGHTING-LEVITON	22	Cost Plus
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	COOPER LIGHTING - EATON	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, EMERGENCY, LED	COOPER LIGHTING - EATON	22	Cost Plus
Lighting	LIGHTING	(FED	CREE	20	Disc. from TSEC
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	CROUSE HINDS - EATON	40	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS, EMERGENCY	CROUSE HINDS - EATON	17	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	DIALIGHT	2	Disc. from MSRP
Lighting	LIGHTING	EMERGENCY	DUAL-LITE	22	Cost Plus
Lighting	LAMPS	MINIATURE LAMPS	EIKO	54	Disc. from TSEC
Lighting	LIGHTING	TEMPORARY	FOSTORIA	2	Disc. from TSEC
Lighting	BALLASTS	BALANCE OF LINE	GE LIGHTING	63	Disc. from MSRP
Lighting	BALLASTS	ELECTRONIC	GE LIGHTING	82	Disc. from MSRP
Lighting	BALLASTS	FLUORESCENT	GELIGHTING	69	Disc. from MSRP
Lighting	BALLASTS	H.I.D.	GE LIGHTING	20	Disc. from MSRP
Lighting	LAMPS	FLUORESCENT, MULTI VAPOR	GE LIGHTING	88	Disc. from MSRP
Lighting	LAMPS	HPS	GE LIGHTING	87	Disc. from MSRP
Lighting	LAMPS	INCADESCENT, MERCURY VAPOR	GE LIGHTING	88	Disc. from MSRP
Lighting	LAMPS	TED	GELIGHTING	82	Disc. from MSRP
Lighting	LAMPS	гисогих	GE LIGHTING	87	Disc. from MSRP
Lighting	LAMPS	QUARTZ	GE LIGHTING	88	Disc. from MSRP
Lighting	LIGHTING	NON-HAZARDOUS	HOLOPHANE	22	Cost Plus
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	HUBBELL LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS, EMERGENCY	HUBBELL LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS	LEGION LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS	LEOTEK	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, EMERGENCY	LITHONIA	22	Cost Plus
Lighting	LIGHTING	LIGHTING ACCESSORIES	LOUVERS LED	30	Disc. from MSRP
Lighting	LIGHTING	TEMPORARY	MC GILL	19	Disc. from TSEC
Lighting	LIGHTING	HAZARDOUS	OZ/GEDNEY	18	Disc. from TSEC
Lighting	LIGHTING	NON-HARZARDOUS	RAB LIGHTING	22	Cost Plus
Lighting	LAMPS	SPECIALTY	SHAT-R-SHIELD	12	Disc. from MSRP
Lighting	LIGHTING	POLES, FIXTURES	STERNBERG LIGHTING	22	Cost Plus
Lighting	LIGHTING	POLES	STRESSCRETE	22	Cost Plus

Lighting	LIGHTING	NON-HAZARDOUS	T&B - AMERICAN ELECTRIC	22	Cost Plus
Lighting	CHING	HAZARDOHS	T&B - HAZI UX I IGHTING	22	Cost Plus
Lighting	CNITHOL	PHOTOCONTROL	TORK	30	Disc. from TSEC
6				3 (	1955. HOLD
Lighting	LIGHTING	LED	VENTURE LIGHTING	0	Disc. from I SEC
Lighting	LIGHTING	TEMPORARY	WOODHEAD - MOLEX	18	Disc. from TSEC
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	HEAT SHRINK TUBING	3M	4	Disc. from TSEC
Misc	TOOLS	TOOLS	ЗМ	4	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	TOOLS AND KITS	ЗМ	5	Disc. from MSRP
Misc	MARKERS, SIGNS, POSTS	MAINTENANCE PRODUCTS	ACP INTERNATIONAL	22	Cost Plus
Misc	PHONES & NOTIFICATION	INTERCOM	AIPHONE	10	Disc. from MSRP
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	WIRE PULLING LUBRICANTS	BURNDY	16	Disc. from TSEC
Misc	TOOLS	LOOLS	BURNDY	14	Disc. from TSEC
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	AEROSOLS, COATINGS & CEMENT	CARLON	25	Disc. from TSEC
Misc	TOOLS	TOOLS	CARLON	4	Disc. from TSEC
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	CODE BLUE CORP	5	Disc. from MSRP
Misc	TOOLS	T00LS	CONDUX	0	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	FIBER TOOLS	CORNING	15	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	FIBER TOOLS	DURALINE/AFL	10	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	TESTING EQUIPMENT	FLUKE	5	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	TOOLS AND KITS	FLUKE	2	Disc. from MSRP
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	GAI-TRONICS	2	Disc. from MSRP
Misc	FACTORY PRODUCTS	FACTORY PRODUCTS	GREENLEE	6	Disc. from TSEC
Misc	TOOLS	TOOLS	GREENLEE	5	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	HAND TOOLS	HUBBELL	35	Disc. from MSRP
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	AEROSOLS, COATINGS & CEMENT	IDEAL	16	Disc. from TSEC
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	HEAT SHRINK TUBING	IDEAL	17	Disc. from TSEC
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	WIRE PULLING LUBRICANTS	IDEAL	16	Disc. from TSEC
Misc	TOOLS	TOOLS	IDEAL	15	Disc. from TSEC

Misc	TOOLS & TEST EQUIPMENT	HAND TOOLS/TESTERS	IDEAL	5	Disc. from MSRP
Misc	TOOLS	TOOLS	KLEIN	2	Disc. from TSEC
Misc	TOOLS	GENERATORS	KOHLER	22	Cost Plus
Misc	TOOLS	TOOLS	LENOX	33	Disc. from MSRP
Misc	PHONES & NOTIFICATION	AUDIO	LOUROE ELECTRONICS	2	Disc. from MSRP
Misc	PHONES & NOTIFICATION	AUDIO	LOWELL	10	Disc. from MSRP
Misc	POLE LINE HARDWARE	OVERHEAD	MACLEAN POWER SYSTEMS	22	Cost Plus
Misc	POWER TOOLS & ACCESSORIES	POWER TOOLS & ACCESSORIES	MILWAUKEE	35	Disc. from TSEC
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	HEAT SHRINK TUBING	PANDUIT	20	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	FIBER/COPPER/MARKING EQUIPMENT	PANDUIT	10	Disc. from MSRP
Misc	TOOLS	TOOLS	PROTO	34	Disc. from MSRP
Misc	TOOLS	INSTALLATION EQUIPMENT	SHERMAN-REILLY	22	Cost Plus
Misc	TOOLS	INSTALLATION EQUIPMENT	SIEMENS	2	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	FIBER/COPPER/MARKING EQUIPMENT	SIEMON	38	Disc. from MSRP
Misc	ISULATING MATERIAL, HEAT TUBING, SEALANTS & VES	HEAT SHRINK TUBING	Т&В	19	Disc. from TSEC
Misc	TOOLS	TOOLS	T&B	16	Disc. from TSEC
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	TALK-A-PHONE	10	Disc. from MSRP
Misc	PHONES & NOTIFICATION	PAGING EQUIPMENT	VALCOM	25	Cost Plus
Misc	TOOLS	INSTALLATION EQUIPMENT	WACKER NEUSON	22	Cost Plus
Misc	PHONES & NOTIFICATION	PAGING/NOTIFICATION	WHEELOCK	48	Disc. from MSRP
Таре	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	TAPES	РLYMOUTH	26	Disc. from TSEC

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

2. <u>Full Force and Effect</u>. In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about April 27, 2023 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

LEAGUE OF OREGON CITIES

Patty Mulvi bull

Date May 18, 2023 | 6:45 PM PDT

Patty Mulvihull BY:

ITS: Executive Director

WESCO DISTRIBUTION, INC.

DocuSigned by:

Evic Induson

OFACA44A83B34E4...

Date

May 16, 2023 | 1:00 PM PDT

BY: Eric Anderson

ITS: GM

#### **LEAGUE OF OREGON CITIES**

#### **MASTER PRICE AGREEMENT**

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and WESCO DISTRIBUTION, INC. ("Vendor").

#### **RECITALS**

WHEREAS, the Vendor is in the business of selling certain ELECTRICAL PRODUCTS & LIGHTING EQUIPMENT, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for ELECTRICAL PRODUCTS & LIGHTING EQUIPMENT the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1925 for ELECTRICAL PRODUCTS & LIGHTING EQUIPMENT; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1 – CERTAIN DEFINITIONS

- 1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1925 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").
- 1.2 "Applicable Law(s)" shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.
- 1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.
- 1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

- 1.5 "Products and Services" shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.
- 1.6 "Purchase Order" shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.
- 1.7 "Unemployment Insurance" shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.
- 1.8 "National Purchasing Partners" or "(NPP)" is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as "NPPGov", provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov's membership includes participating public entities across North America.
- 1.9 "Lead Contracting Agency" shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.
- 1.10 "Participating Agencies" shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, "Participating Agency" shall be considered "Purchaser" under the terms of this Agreement.
- 1.11 "Party" and "Parties" shall mean the Purchaser and Vendor individually and collectively as applicable.

# **ARTICLE 2 – AGREEMENT TO SELL**

- 2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.
- 2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.
- 2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall

govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the Parties.

- 2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.
- 2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:
  - (i) This Agreement;
  - (ii) The RFP;
  - (iii) Vendor's Proposal;

Vendor has provided a list of Exceptions to the RFP Solicitation identified in Vendor's Proposal. Vendor's Exception to 3.3.1, 3.3.2, Article 4 and New Article 10 are **approved** and by this reference incorporated herein.

- 2.6 Extension of contract terms to Participating Agencies:
- 2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.
- 2.6.2 This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.
- 2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.
- 2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services

identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

#### **ARTICLE 3 – TERM AND TERMINATION**

- 3.1 The initial contract term shall be for three (3) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.
- 3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

# ARTICLE 4 - PRICING, INVOICES, PAYMENT AND DELIVERY

- 4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.
- 4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.
- 4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.
- 4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").
- 4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.
- 4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.
- 4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited

orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

#### **ARTICLE 5 – INSURANCE**

- 5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.
- 5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.
- 5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

#### ARTICLE 6 - INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their

respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

- 6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

#### **ARTICLE 7 – WARRANTIES**

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

#### **ARTICLE 8 - INSPECTION AND REJECTION**

- 8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.
- 8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 9 – SUBSTITUTIONS**

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

#### **ARTICLE 10 - COMPLIANCE WITH LAWS**

- 10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.
- 10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

#### **ARTICLE 11 – PUBLICITY / CONFIDENTIALITY**

- 11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.
- 11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

#### **ARTICLE 12 - RIGHT TO AUDIT**

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

#### **ARTICLE 13 - REMEDIES**

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

#### **ARTICLE 15 - NOTICES**

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES 1201 Court St. NE Suite 200 Salem OR 97301 ATTN: Jamie Johnson-Davis

Email: rfp@ORCities.org

If to Vendor:

WESCO DISTRIBUTION, INC. 225 West Station Square Dr. Pittsburgh, PA 15219 ATTN: Rob Bezjak

Email: rbezjak@wesco.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

#### **ARTICLE 16 - FORCE MAJEURE**

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is ca

used by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

#### **ARTICLE 17 - WAIVER**

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

#### **ARTICLE 18 - PARTIES BOUND; ASSIGNMENT**

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

#### **ARTICLE 19 - SEVERABILITY**

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

#### **ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT**

- 20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.
- 20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

#### **ARTICLE 21 - HEADINGS**

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

#### **ARTICLE 22 - MODIFICATIONS**

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

## **ARTICLE 23 - GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

#### **ARTICLE 24 - COUNTERPARTS**

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:		
DocuSigned by:		
Signature: 38C548F8889143E		
Printed Name: Mike Cully		
Title: Executive Director		
LEAGUE OF OREGON CITIES		
Dated:		
VENDOR:		
Signature: Lenlo		
Printed Name: Lee Osterman		
Title: VP Commercial, Institutional and Government WESCO DISTRIBUTION, INC.		
Dated: April 9,2020		

#### **ATTACHMENT A**

#### to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

# PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Supplier offers a tiered discount pricing structure based upon the catalog discount published price list in effect at the time of order for the products and categories provided in Attachment D of the RFP and Supplier's Proposal.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

# **ATTACHMENT B**

# to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

# **ADDITIONAL SELLER WARRANTIES**

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

#### **ATTACHMENT C**

# to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

#### **PARTICIPATING AGENCIES**

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, <a href="www.nppgov.com">www.nppgov.com</a>. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

# **ATTACHMENT D**

to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

Vendor's Proposal (The Vendor's Proposal is not attached hereto.) (The Vendor's Proposal is incorporated by reference herein.)

# **ATTACHMENT E**

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal (The Purchaser's Request for Proposal is not attached hereto.) (The Purchaser's Request for Proposal is incorporated by reference herein.)

# **ATTACHMENT F**

to Master Price Agreement by and between <u>VENDOR</u> and <u>PURCHASER</u>.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



#### **Certificate Of Completion**

Envelope Id: 4D9140DD06A340A7A30CBCEFA2944FB9

Subject: Please DocuSign: MPA 1925 LOC and Wesco Electrical Single SIGNATURE.pdf

Source Envelope:

Document Pages: 16 Signatures: 1

Certificate Pages: 4 Initials: 0 Bill DeMars AutoNav: Enabled 1100 Olive Way Suite 1020

Envelopeld Stamping: Enabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada) Seattle, WA 98101 bill.demars@nppgov.com

IP Address: 173.26.140.80

Location: DocuSign

Status: Completed

Envelope Originator:

**Record Tracking** 

Status: Original Holder: Bill DeMars

> 4/10/2020 11:19:45 AM bill.demars@nppgov.com

**Signer Events** Signature **Timestamp** DocuSigned by:

38C546F8869143E...

Mike Cully mcully@orcities.org **Executive Director** 

Security Level: Email, Account Authentication

(None)

Signature Adoption: Drawn on Device Using IP Address: 71.63.237.219

-DC

Sent: 4/10/2020 11:21:51 AM Viewed: 4/10/2020 12:33:11 PM Signed: 4/10/2020 12:33:24 PM

**Electronic Record and Signature Disclosure:** 

Accepted: 4/10/2020 12:33:11 PM ID: 2b00abeb-9ca1-4363-8f38-3c194982ecd7

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Summary Events  Envelope Sent Certified Delivered Signing Complete Completed	Status Hashed/Encrypted Security Checked Security Checked Security Checked	<b>Timestamps</b> 4/10/2020 11:21:51 AM 4/10/2020 12:33:11 PM 4/10/2020 12:33:24 PM 4/10/2020 12:33:24 PM
Envelope Sent Certified Delivered Signing Complete	Hashed/Encrypted Security Checked Security Checked	4/10/2020 11:21:51 AM 4/10/2020 12:33:11 PM 4/10/2020 12:33:24 PM

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, National Purchasing Partners (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

#### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact National Purchasing Partners:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

#### To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

# To request paper copies from National Purchasing Partners

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

## To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may; ii. send us an e-mail to bruce.busch@mynpp.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0,
	NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	
	•Allow per session cookies
	•Users accessing the internet behind a Proxy
	Server must enable HTTP 1.1 settings via
	proxy connection

<sup>\*\*</sup> These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

#### Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

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- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.