

**Solicitation Number: RFP #091422****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and White Cap, L.P., 6250 Brook Hollow Pkwy., Suite 100, Norcross, GA 30071 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Facility MRO, Industrial, and Building-Related Supplies and Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

**B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

**C. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

**D. TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

**E. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

**A. PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.



E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. INDEMNITY AND HOLD HARMLESS**

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

## **12. GOVERNMENT DATA PRACTICES**

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

#### **1. *Grant of License.*** During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

#### **2. *Limited Right of Sublicense.*** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,



resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. *Use; Quality Control.***

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. *Termination.*** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

## **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcwell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any



person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

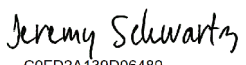
## **22. CANCELLATION**

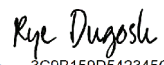
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.


Sourcewell

White Cap, L.P.

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/15/2022 | 6:28 PM CST

DocuSigned by:  
  
By: 3C9B159D542345C...  
Rye Dugosh  
Title: National Sales Manager-Government  
Date: 11/15/2022 | 10:22 AM CST

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/15/2022 | 8:38 PM CST

# RFP 091422 - Facility MRO, Industrial, and Building-Related Supplies and Equipment

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## Vendor Details

Company Name: White Cap, LP

Does your company conduct business under any other name? If yes, please state: White Cap, LP

Address: 6250 Brook Hollow Pkwy  
Norcross, Georgia 30071

Contact: Rye Dugosh

Email: rye.dugosh@whitecap.com

Phone: 210-322-0525

Fax: 833-857-5759

HST#: 26-0100647

## Submission Details

Created On: Wednesday August 03, 2022 08:34:29

Submitted On: Friday September 09, 2022 09:06:34

Submitted By: Rye Dugosh

Email: rye.dugosh@whitecap.com

Transaction #: a27abfcd-4a6a-4c6f-843d-1d041fb1afc2

Submitter's IP Address: 208.127.244.25

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | White Cap, L.P.  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | N/A  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | N/A  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | UEI: CV3GKH32FM63  |
| 5         | Proposer Physical Address:   | 6250 Brook Hollow Pkwy, Ste 100, Norcross, GA 30071  |
| 6         | Proposer website address (or addresses):   | www.whitecap.com<br>www.whitecap.com/government-resources/sourcewell   |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Rye Dugosh<br>National Sales Manager-Government<br>6250 Brook Hollow Pkwy, Ste 100, Norcross, GA 30071<br>rye.dugosh@whitecap.com<br>210-322-0525                  |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Rye Dugosh<br>National Sales Manager-Government<br>6250 Brook Hollow Pkwy, Ste 100, Norcross, GA 30071<br>rye.dugosh@whitecap.com<br>210-322-0525                  |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | White Cap Government Sales Team<br>Sourcewell Government Sales<br>6250 Brook Hollow Pkwy, Ste 100, Norcross, GA 30071<br>whitecap.gov@whitecap.com<br>866-216-3050 |

**Table 2: Company Information and Financial Strength**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Our company, White Cap, has been in business since 1976 and has grown into the nation's leading distributor of specialty hardware, tools and materials for large and medium-sized contractors and government end users. The White Cap family relies on our values to guide our decisions and behaviors. Service, Performance, Integrity, Respect, Innovation and Teamwork are the foundation of our success as individuals, as a team and as a family. By living our "SPIRIT" values every day, we create exceptional experiences for our customers and our associates, making White Cap a showplace that we want our friends and family to see. You'll find that the cornerstone of our operations is our people. Work with us and get the expertise and hands-on problem-solving of the most knowledgeable pros in facility MRO and construction supplies. We make it easy for Sourcewell members to do business with us while adding value that they can appreciate!<br><br><a href="https://about.whitecap.com/about-us">https://about.whitecap.com/about-us</a> |

|    |  |   |   |
|----|--|---|---|
| 11 | What are your company's expectations in the event of an award?   | <p>White Cap has devoted numerous resources to help develop the Sourcwell program within our company since our initial award in 2019. We are very proud to partner with Sourcwell especially since they are a true government agency (.gov) and we wish to continue our business relationship for many years to come.</p> <p>Sourcwell is the solution for our field associates looking to increase sales along with local and state government agencies searching for a way to help simplify the overall buying process in this arena. With White Cap having such a program, this adds tremendous value to Sourcwell members while satisfying the bid process allowing these customers to buy more from us while staying in compliance on their end. We wish to continue our great relationship with Sourcwell as the contract has allowed us to create new business and to increase existing business by making it easy for these customers to buy directly from us and satisfy their required bid procedures.</p> <p>Our sales have more than doubled every year since 2019 to the SLED market and we expect even greater growth over the next contract term and beyond. White Cap hopes to one day even be a recipient of the Sourcwell Legacy award and we will strive to be recognized in that category of other Sourcwell world class suppliers.</p> | * |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | <p>Annual Receipts (in accordance with 13 CFR 121)<br/>\$4,757,100,000.00</p> <p>Number of Employees (in accordance with 13 CFR 121)<br/>9,300</p> <p><a href="https://about.whitecap.com/about-us">https://about.whitecap.com/about-us</a></p>   | * |
| 13 | What is your US market share for the solutions that you are proposing?   | Our US market share for the solutions that we are proposing is ~10%.  | * |
| 14 | What is your Canadian market share for the solutions that you are proposing?   | Our Canadian market share for the solutions that we are proposing is < 5%.  | * |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | NO, N/A   | * |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>White Cap is the nation's leading wholesale distributor of specialty hardware, tools and materials for large and medium-sized contractors and government end users. Our company has no dealer network. We are an authorized distributor for all brands that we stock throughout our branches and distribution centers.</p> <p>Note: Please see attached line card for our core brands we distribute under marketing resources.</p>   | * |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | N/A – Our company would service Sourcwell members through our own resources internally and we meet and exceed all requirements.   | * |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | N/A – White Cap has no "Suspensions or Disbarments"   | * |

Table 3: Industry Recognition &amp; Marketplace Success

| Line Item | Question | Response * |
|-----------|----------|------------|
|-----------|----------|------------|

|    |  |  |
|----|--|--|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <div style="text-align: right;">EXHIBIT 4</div> <ul style="list-style-type: none"> <li>• 2016, 2017, 2018 Partner &amp; Support Recognition for Gary Hayden, Events Manager and HD Supply Construction &amp; Industrial – White Cap from Tilt-Up Contractor's Association</li> <li>• 2018 Partner of the Year for Oscar Guardado, Account Manager and HD Supply from Georgia Hispanic Contractor's Association</li> <li>• Tencate Mirafi – Mirasquare Achievement Award – Platinum 2011, 2012, 2013, 2014, 2015, 2016</li> <li>• Husqvarna Moving Forward National Distributor the Year 2012</li> <li>• Husqvarna – National Distributor of the Year 2013</li> <li>• Husqvarna – National Distributor of the Year 2014</li> <li>• Husqvarna – National Distributor of the Year 2015</li> <li>• Husqvarna – National Distributor of the Year 2017</li> <li>• Allen Engineering High Performance Allen Engineering Dealer 2012</li> <li>• Allen Engineering High Performance Allen Engineering Dealer 2016</li> <li>• Allen Engineering High Performance Allen Engineering Dealer 2017</li> <li>• Allen Engineering – Worldwide Number One Dealer 2012</li> <li>• Allen Engineering – Worldwide Number One Dealer 2016</li> <li>• Presco – Thanks For The Outstanding Partnership (no year listed on plaque)</li> <li>• Moldex Million Dollar Club 2014 – Outstanding Sales Volume</li> <li>• Honda – In Recognition of 21% Growth over 2014</li> <li>• Honda – In Recognition of 30% Growth over 2013</li> <li>• Dow Top 25 Inner Circle Partner – 2015 and 2017</li> <li>• DeWALT – 2012 Sales Excellence Award</li> <li>• DeWALT – 2013 Sales Excellence Award</li> <li>• DeWALT – 2015 Sales Excellence Award</li> <li>• One Team – National Distributor of the Year 2016</li> <li>• Nomaco – In Grateful Appreciation For Years of Outstanding Market Leadership and Representation – 2014</li> <li>• White Cap is a leading national sponsor and active supporter of Shepherd's Men.<br/>Shepherd's Men is an organization comprised of dedicated patriots committed to creating advocacy and opportunity for our nation's veteran heroes who have been affected by the hidden injuries of war. The organization serves our noble warriors by means of outreach, empowerment and funding for treatment. It is Shepherd's Men's belief that victory in combat is achieved on two fronts; on the field and in the mind. Shepard's Men will share the burden and lift up our warfighters in need. Shepherd's Men is proudly dedicated to raising funds and awareness for SHARE Military Initiative at Shepherd Center in Atlanta. This comprehensive rehabilitation program focuses on assessment and treatment for military veterans who have sustained a mild to moderate Traumatic Brain Injury (TBI) and Post-Traumatic Stress Disorder (PTSD) from service in the post-9/11 wars.<br/><a href="http://www.shepherdsmen.com/partners/">http://www.shepherdsmen.com/partners/</a></li> <li>• White Cap is a leading national sponsor and active supporter of St. Jude Children's Research Hospital.<br/>The mission of St. Jude Children's Research Hospital is to advance cures, and means of prevention, for pediatric catastrophic diseases through research and treatment. Consistent with the vision of founder Danny Thomas, no child is denied treatment based on race, religion or a family's ability to pay.<br/><a href="https://www.stjude.org/">https://www.stjude.org/</a></li> </ul> |
|----|--|--|



|    |  |  |           |   |
|----|--|--|-----------|---|
| 20 | What percentage of your sales are to the governmental sector in the past three years   | <ul style="list-style-type: none"> <li>2019 - &lt; 1 %</li> <li>2020 - &lt; 1 %</li> <li>2021 - &lt; 1 %</li> </ul>  | EXHIBIT 4 | * |
| 21 | What percentage of your sales are to the education sector in the past three years  | <ul style="list-style-type: none"> <li>2019 - &lt; 1 %</li> <li>2020 - &lt; 1 %</li> <li>2021 - &lt; 1 %</li> </ul>  |           | * |
| 22 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?          | <p>White Cap only holds our Sourcwell national cooperative contract # 121218-HDS. We are not interested in pursuing any other cooperative contracts as long as we hold the Sourcwell contract. We strongly believe that Sourcwell is the best contract to have and satisfies all of our customer's requirements.</p> <p>Annual Sales Volume - White Cap Sourcwell Contract # 121218-HDS</p> <p>2019 - \$882,675.41</p> <p>2020 - \$3,957,721.26</p> <p>2021 - \$5,957,836.84</p> <p>2022 YTD - \$6,100,298.12 ----- Projected \$15MM</p> |           | * |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>White Cap holds a Federal GSA schedule under contract # GS-06F-0001T. Our company focus is towards the SLED market though with our Sourcwell contract. Our Federal GSA sales, primarily from GSA advantage online are listed below:</p> <ul style="list-style-type: none"> <li>2021 - \$1.5MM</li> <li>2020 - \$1.0MM</li> <li>2019 - \$1.3MM</li> </ul>  |           | * |

#### Table 4: References/Testimonials

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name *               | Contact Name *      | Phone Number * |   |
|-----------------------------|---------------------|----------------|---|
| City of San Diego           | Thomas Sawade       | 619.247.0102   | * |
| Port Authority of NY and NJ | Margaret D'Emic     | 212.435.4609   | * |
| City of Newport News, VA    | Shawneequa D. Tyler | 757.926.8043   | * |

#### Table 5: Top Five Government or Education Customers

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                                | Entity Type * | State / Province * | Scope of Work *  | Size of Transactions * | Dollar Volume Past Three Years *                                      |   |
|--|---------------|--------------------|--|------------------------|---|---|
| City of San Diego                          | Government    | California - CA    | 4 year BPA worth up to \$8.5MM for safety and construction type supplies tied to our Sourcwell contract. | Normal order is ~\$10K | 2022 YTD - \$1.4MM<br>2021 - \$ 96K<br>2020 - \$ 50K<br>2019 - \$ 50K | * |
| Port Authority of New York and New Jersey. | Government    | New York - NY      | Annual contracts tied to our Sourcwell contract.   | Normal order is ~\$2K  | 2021 - \$ 500K<br>2020 - \$ 200K<br>2019 - \$50K                      | * |
| Belmont University                         | Education     | Tennessee - TN     | Sourcwell member with many projects and MRO needs for the university.                                    | Normal order is >\$20K | 2022 YTD - \$1.9MM<br>2021 - \$0<br>2020 - \$0<br>2019 - \$0          | * |
| Texas Dept. of Transportation              | Government    | Texas - TX         | Annual contracts and emergency spend.  | Normal order is >\$10K | 2021 - \$350K<br>2020 - \$200K<br>2019 - \$200K                       | * |
| Omaha Public Schools                       | Education     | Nebraska - NE      | Regular spend utilizing our Sourcwell contract. Special orders for PPE products during the pandemic.     | Normal order is ~\$2K  | 2021 - \$1.2MM<br>2020 - \$10K<br>2019 - \$5K                         | * |

#### Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number

of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 26        | Sales force.  | White Cap has a sales force over 2000 outside and inside sales associates with additional associates in Canada (under the Brafasco brand). Our sales force is trained and expected to call on and service any Sourcewell members within their assigned territories across the nation. Robust sales reporting exactly in line with Sourcewell requirements has been and will continue to be submitted before the quarterly deadlines.  | * |
| 27        | Dealer network or other distribution methods.   | White Cap has no dealer network. Our company has more than 450 locations in U.S. and Canada (under the Brafasco brand) along with a vast fleet of delivery trucks to provide next day delivery. We are able to support Sourcewell members with what they need, where they need it and when they need it, utilizing our own company owned resources. This gives us much better control of the overall distribution process from start to finish.   | * |
| 28        | Service force.  | White Cap has a team of more than 9000 direct employees that you can rely on for professional service and solutions. We bring comprehensive knowledge of facility MRO, Federal, State and Local government, concrete, tilt-up, bridge, highway, grading, waterproofing, residential and commercial construction practices to provide the expertise you expect. All associates are trained on sales even though their primary function may be servicing customers in an operational role.  | * |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | From hard-to-find products to technical expertise to jobsite training, White Cap supports professional government customers and contractors in non-residential, residential and infrastructure end markets with everything they need to keep their projects moving on time, on budget, and as safely as possible.<br>As the leading North American distributor for professional contractors, the White Cap family consists of multiple brands in the U.S. and Canada. White Cap operates more than 450 branches across North America with more than 9,000 employees supporting approximately 200,000 customers across 15 construction trades.<br>Our ordering process is dictated by how the customer prefers to buy from us. We offer counter and will call service through our branches. We offer online ordering through <a href="http://www.whitecap.com">www.whitecap.com</a> . We also offer traditional phone, fax and/or email service for facilitating orders. As a plus, we have a dedicated government sales team for our Sourcewell customers to provide them with extra special service. This team will also handle the orders that come in through the BUY SOURCEWELL ecommerce platform that will soon be launching. White Cap is already set up with EqualLevel with a top tier profile having a Punchout (GO) store. We are ready and eager to support this program. | * |
| 30        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | For shipping orders, our delivery commitment for standard stock products shipped to our customers is typically next day delivery for customers located within 35 miles of one of our 271 branches nationwide. In this scenario, we will use our fleet of company-owned delivery trucks. Normal, standard transit times will apply should we have to send via an alternate carrier (UPS, FedEx, etc.) or freight line. We also have a centralized logistics team that handles any special requests and negotiates freight rates so we can pass these savings onto our customers and further differentiate White Cap from the competition.<br><br>For will call orders called into one of our branches, the expectation is that the order will be ready for pick up within 2 hours from the time of placing the order.  | * |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.  | White Cap is in a class of its own as the only national construction supplier on the market today offering professional type products and services. This is very important as we can attest that many existing Sourcewell members are signing up with our company for our strong product offerings under the program.<br>Our large national footprint, dedicated and owned fleet of trucks, extensive inventory, no charge training and expertise and many other offerings, set us apart from our competition and any others vendors on any of the national cooperative purchasing programs today. We eagerly desire to continue to partner with Sourcewell as our first choice and only contract vehicle into the state and local (SLED) government market.  | * |
| 32        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.   | White Cap has a separate Canadian entity called Brafasco which proudly operates across Canada with 42 Branches, over 200 Associates, over 15,000 SKUs, superior delivery and services. Brafasco operates under White Cap Supply Canada Inc. along with National Concrete Accessories and Brock White Canada. We are very willing to provide our products and services to Sourcewell (Canoe) member agencies in Canada utilizing the Canoe program. Brafasco will dictate its own pricing and delivery terms. Following is a link to Brafasco's website: <a href="https://brfasco.com/">https://brfasco.com/</a>   | * |
| 33        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.  | We have a national presence and all geographic areas of the United States and Canada can be fully serviced.   | * |

|    |  |   |   |
|----|--|---|---|
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <div style="text-align: right;">EXHIBIT 4</div> <p>All Sourcewell Member sectors can be fully serviced as well through the proposed contract.</p> <p>White Cap does not have any other national coop contracts, and Sourcewell will be the only one we will pursue if successful in a new award.</p>  | * |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.   | <p>White Cap has 4 branches throughout Hawaii in Honolulu, Kahului, Hilo and Kailua-Kona. Hawaii dictates its own pricing due to freight concerns. Our company does not have any physical branches in Alaska but we service the state on a regular basis from our State of Washington branches. Additional freight charges may apply when shipping to Alaska or other US Territories*.</p> <p>*Other freight charges will be incurred for services such as expedited delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, buyer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier.</p> | * |

Table 7: Marketing Plan

| Line Item | Question   | Response *   |
|-----------|--|--|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>White Cap delivers robust in-house direct marketing capabilities. We reach customers through various channels such as print, email, social media, content development, video production, and extensive SEO efforts. In addition, our Events Team brings together suppliers and customers, along with our own product experts to deliver on-site training customized to our customers' needs. In partnership with Sourcewell, we will execute regular omnichannel campaigns segmented to specific customer groups or project phase opportunities such as: municipalities, project start-up/cleanup, storm water solutions, seasonal &amp; adverse conditions periods, large structure/campus resources, road &amp; bridge work, and more. Our objective is to inform customers of our partnership with Sourcewell and provide valuable resources for product assortment, application, regulatory solutions, introductions to The Most Knowledgeable Pros in Construction Supplies™ and more. We enable our sales team with many forms of collateral resources to engage end users with relevant information about our products and services.</p> <p>White Cap is also in attendance, and always in the Sourcewell section, of major events such as NIGP's annual conference.</p> <p>Note: Please see attached various marketing representative samples in .pdf format included under marketing docs. Many of these documents go out to all Sourcewell members on a monthly basis.</p> <p>Also, please visit our dedicated Sourcewell page on our website at: <a href="https://www.whitecap.com/government-resources/sourcewell">https://www.whitecap.com/government-resources/sourcewell</a></p> |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | <p>As we alluded to above, White Cap has made extensive investments in marketing technology to extend our reach and ensure flawless execution. We are viewed as a marketing leader in construction supplies. We use extensive customer and product data resources to segment and target marketing messages through various channels. Tools such as Salesforce Marketing Cloud, Episerver, Agility, Brightedge, Workfront, MOZ Local, and others enable our team to deliver relevant content to a targeted audience. Our social media channels focus on Facebook, LinkedIn, Instagram, and YouTube and we are everywhere in web search. We deliver curated content across multiple advertising types such as dynamic ads, mobile-friendly canvas ads, personalized email, trigger campaigns, and such. Sourcewell members can expect appropriate messaging that makes sense for their business needs and clear explanation of our capabilities within the Sourcewell program.</p>   |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | <p>We envision Sourcewell to continue providing training to our sales associates in the art of selling to public institutions, utilizing its program managers and other staff. Sourcewell also provides a supplier manager who acts as a liaison between supplier and participating public agencies. The supplier manager is available as well for senior leadership meetings, monthly calls and quarterly reviews. Ad hoc online/webinar training from Sourcewell will always be available as well.</p> <p>Also, White Cap fully takes advantage of the awesome training provided throughout the nation by Sourcewell in the Sourcewell Universities and Sales Accelerators.</p> <p>Last but not least, Sourcewell H20 is another great event that helps me as a leader to promote our Sourcewell contract to our company nationally. I am a regular attendee of this event and plan to be every year going forward.</p> <p>For our part, from the top down, White Cap is committed to the relationship and "leads" with our Sourcewell contract to drive sales business through all eligible agencies. Our entire salesforce is trained on the program and has the proper marketing and sales tools to promote the Sourcewell program in a professional and effective manner. Marketing is most effective when we combine robust customer and product data and the opportunity to align with Sourcewell to reach the targeted audience will streamline efforts and result in a positive response from members.</p>   |
| 39        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | <p>Yes, White Cap (<a href="http://www.whitecap.com">www.whitecap.com</a>) has a very robust online site. Customers can leverage a logged-in account experience to order directly off of the website and receive their account specific pricing, estimated delivery dates, see their invoices and statements, as well as pay on their account online.</p> <p>As a plus, we have a dedicated government sales team for our Sourcewell customers to provide them with extra special service. This team will also handle the orders that come in through the BUY SOURCEWELL ecommerce platform that will soon be launching. White Cap is already set up with EqualLevel with a top tier profile having a Punchout (GO) store. We are ready and eager to support this program.</p>   |

Table 8: Value-Added Attributes

| Line Item | Question   | Response *   | EXHIBIT 4 |
|-----------|--|--|-----------|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | <p>White Cap offers online and in person training on or off site for the majority of the products that we distribute. We specialize in training for equipment purchased from us and have several product training specialists throughout the country. We also specialize in safety related training with our certified safety specialists in every region.</p> <p>All training is performed by White Cap and/or our manufacturer representatives and is optional with no cost to our customers. A true value add.</p>  | *         |
| 41        | Describe any technological advances that your proposed products or services offer.   | <p>White Cap is usually first to the market with new and innovative technical advances related to the products that we stock. Our manufacturers typically give us the first opportunity since we are such a large distributor and have the national presence to market their products. In the construction and industrial world, there are always new advances that we introduce to save our customers time and money and overall improve their efficiencies.</p>  | *         |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.  | <p>White Cap has several "green" initiatives relating to the company and products. We strictly self-certify and/or partner with local certification agencies on the below programs:</p> <p>ideallygreen®</p> <p>Launched in 2007, our ideallygreen® initiative was designed to help customers easily access environmentally preferable product offerings. We offer a wide selection of products in five conservation categories: energy efficiency, water conservation, indoor environmental quality, waste reduction, and hazardous material disposal.</p> <p>LEED Certification</p> <p>White Cap has obtained a LEED (Leadership in Energy and Environmental Design) Silver Certification from the U.S. Green Building Council (USGBC) for our new headquarters office in Georgia. We have pursued the Building Design and Construction: Core and Shell rating, which is designed for projects where the developer controls the site selection as well as design and construction of the entire mechanical, electrical, plumbing and fire protection system—called the core and shell—but not the design and construction of the tenant fit-out. Completed in the spring of 2018, our new headquarters has a building energy management system to monitor and control the building's energy needs, thus increasing efficiency and reducing energy waste. The building finishes such as millwork, carpeting, and paints were sourced from recycled materials that contain low levels of volatile organic compounds. We also installed six electric charging stations in the building's parking deck to encourage associates to use electric cars.</p> <p>Additionally, the new headquarters office is being designed to emphasize employee health and wellness. We are in the process of pursuing Fitwel Certification, which focuses on promoting facility innovations for wellness. For example, the building features a fitness center and a restaurant with healthy meal options. For additional information on protecting the health and safety of our associates, we have developed a Workplace Health and Safety page.</p> <p>Recycling and Waste Management</p> <p>White Cap works to reduce waste by reusing and recycling a variety of materials, including batteries, cardboard, paper, scrap metal, and beverage containers. In addition to recycling programs, we have a comprehensive waste program at our operating facilities to manage both hazardous and non-hazardous chemical waste, which typically stems from damaged containers and expired products.</p> <p>As part of our commitment to being responsible stewards of the environment, we continuously work to improve the waste diversion rate of our distribution centers. We strive toward a zero-waste to landfill policy to manage regulated waste and product-related waste that we dispose of through our hazardous waste program. We take a conservative, risk-based approach to waste disposal through our hazardous waste program and associated vendors, even in situations and jurisdictions where it is not required by regulation. We manage our program through a variety of processes including incineration, fuel blending, energy recovery, recycling, and neutralization. In 2017, we managed under 600,000 pounds of waste. That is an improvement of over 8% from 2015.</p> <p>Water Conservation</p> <p>Since White Cap does not manufacture products, our water consumption is relatively small. However, we do look for opportunities to reduce our water usage where we can. For example, we have installed low-flow fixtures at facilities in California. We are also looking into the possibility of making low-flow water fixtures for sinks and water fountains standard in our facilities.</p> <p>Energy Reduction</p> <p>We are working to effectively manage energy use at several of our locations by retrofitting our distribution centers with more efficient systems. For example, our heating, ventilation, and air conditioning (HVAC) systems are tied into a digitally-controlled building management system to help maximize efficiency through scheduling and optimal temperature sensing via digital thermostats. Additionally, all of our corporate office sites, including call centers, have a mix of fluorescent and light-emitting diode (LED) lighting, as well as programmable</p> | *         |

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|    |   | <p>lighting controls tied into an energy management system. Moving forward, we plan to have all lighting projects follow a standard upgrade to LED and photo and motion control technology. In addition to lighting initiatives, many of our distribution centers built within the last decade have white thermoplastic polyolefin roofing, which reduces heat transfer into the building and air conditioning consumption.</p> <p><b>Transportation Efficiency</b><br/>         White Cap manages an internal fleet of motor vehicles to meet most of our transportation needs, including inbound and customer deliveries. To that end, we are making efforts to mitigate the greenhouse gas emissions and reduce energy consumption associated with our transportation activities. For example, White Cap is currently rolling out telematics across its commercial motor vehicle fleet. Over time, these devices will provide valuable insight into truck utilization, which will potentially provide opportunities to increase efficiency and reduce emissions. Within the White Cap business, routing technology lowers the amount of time delivery vehicles are on the road and limits the number of vehicles required to deliver product each day. This, in turn, lowers emissions. That same technology, coupled with continued investment in new vehicles and a robust preventive maintenance plan, assures all vehicles are as fuel efficient as possible.</p> <p><b>Product Offerings</b><br/>         We offer customers cost-effective ways to incorporate environmentally sustainable products into their building plans. Providing customers with environmentally friendly product options helps them decrease environmental impacts, save money, stay compliant with environmental regulations, and attract new business. We offer a handful of resources, including our ideallygreen® initiative and energy savings calculators to help customers be environmentally sustainable. As much as possible, we encourage our contractors and suppliers to incorporate environmental stewardship into their practices.</p> |   |
| 43 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | <p>White Cap's ESG (Environmental, Social, and Governance) is used by our company to understand how we are managing risks and opportunities related to environmental, social, and governance standards. ESG measures how sustainable our company's operations are. Why ESG is important to White Cap:</p> <p>The White Cap ESG Program is a unified approach to being a good corporate citizen as we reduce environmental risks throughout our entire supply chain by creating a more socially conscious workplace that emphasizes our associates, suppliers, customers and community. As an ESG company, our goal is to operate with integrity, transparency, equality and respect. White Cap's Key Efforts in ESG:</p> <p><b>Environmental:</b></p> <p>Climate Resilience<br/>         Energy Efficiency<br/>         Waste Management<br/>         Water</p> <p><b>Social:</b></p> <p>Diversity, Equity, and Inclusion<br/>         Associate Engagement and Development<br/>         Community Engagement<br/>         Associate Health and Safety</p> <p><b>Governance:</b></p> <p>Anti-Corruption and Business Ethics<br/>         Data Security and Cybersecurity<br/>         Board Development and Diversity<br/>         Enterprise Risk Management</p>   | * |
| 44 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | <p>Our company is a large business, so we do not have any WMBE, SBE or related certifications. We do have a very strong supplier diversity program though. White Cap understands that teaming with diverse businesses can bring value through quality products, services and innovation. Our Supplier Diversity Program is designed to build strong relationships with certified minority-owned, women-owned, and other historically disadvantaged and small businesses. As part of the program, we work to identify and classify existing suppliers with a diverse business certification or small business classification from a recognized certifying agency. For suppliers working to develop a relationship with White Cap, we offer an online Supplier Center that enables diverse suppliers to enter relevant business, contact, and diversity information.</p> <p>Note: Please see attached Supplier Diversity flyer</p>  | * |



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| 45 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | <div>EXHIBIT 4</div> <p>White Cap is in a class of its own as the only national construction supplier on the market today offering professional type products and services. This is very important as we can attest that numerous existing Sourcewell members are using our company due to our unique products and offerings under the Sourcewell contract program. Our large national footprint, dedicated and owned fleet of trucks, extensive inventory, no charge training and expertise and many other offerings, set us apart from our competition and any others vendors on any of the national cooperative purchasing programs today. We eagerly desire to continue to partner with Sourcewell as our first choice and only contract vehicle into the state and local government market.</p> <p>Since our initial Sourcewell award 4 years ago, White Cap has become it's own stand-alone company and has doubled in size through acquisitions of other world class companies of CSG and Ram Tool. We were always one of a kind before but now even stronger!</p> |
|----|--|---|



**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 46        | Do your warranties cover all products, parts, and labor?  | The manufacturer's warranty typically covers products and parts sold by White Cap. For any services we provide, which would be on a rare occasion only, we typically attempt to have the service provider provide an industry standard warranty, and we will assist the Sourcewell Member in enforcing such warranty.   | * |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?   | Our restrictions or limitations that adversely affect coverage would be imposed by our manufacturers.   | * |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?   | Any expenses covered by a warranty would be dictated by our manufacturer.   | * |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | To the extent our manufacturers provide a certified technician to perform warranty repairs, any limitations on geographic coverage would be dictated by our manufacturer.<br><br>Service would be dictated by our manufacturer.   | * |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?  | For items made by other manufacturers, which are the bulk of the items White Cap offers, warranty issues are typically passed on to the original equipment manufacturer.  | * |
| 51        | What are your proposed exchange and return programs and policies?   | <p>We will make every attempt to be flexible and accommodate the Sourcewell Member while following our general returns guidelines below:</p> <p><b>STANDARD RETURN POLICY</b><br/>           Open Net 30<br/>           No restock fees will be applied to any standard product that is in good resell condition.<br/>           Special orders are normally not returnable, unless the product is incorrect due to a mistake made by an employee of HD Supply White Cap. If an exception is made, a restock fee may apply.</p> <p><b>Cash Sales</b><br/>           All cash sales require a receipt to receive a refund for product returned to the store and the following guidelines must be followed.</p> <p>Power tools bought within the 30 day period prior to the return can be returned for any reason, used or not, except gas and pneumatic tools, which require a vendor inspection to ensure user error was not an issue.<br/>           Other items must have the appearance and ability to be sold as new.<br/>           There are no refunds on specials, unless the product is incorrect due to a mistake made by an employee of White Cap.<br/>           A restocking fee may apply.<br/>           For refunds over \$250.00, a check from HD Supply Holding's corporate office will be issued to the Sourcewell Member.</p> <p><b>CASH REFUNDS WITHOUT A RECEIPT</b><br/>           All refunds without a receipt must be approved by a Branch Manager of HD Supply White Cap. With the manager's approval, all items on a cash refund without a receipt will be refunded at the same amount as White Cap's cost and subject to a 20% restock charge.</p> | * |
| 52        | Describe any service contract options for the items included in your proposal.  | N/A – There are no service contract options for the items included in our proposal ("on call", retainer, etc.).   | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 53        | Describe your payment terms and accepted payment methods.  | Net 30 Credit Terms or Cash Payments (Cash, Check, Credit card). We make it extremely easy for our Sourcewell members to set up new accounts whether they prefer credit or cash options. Many Sourcewell members are now also issuing White Cap BPAs (Blanket Purchase Agreements) for day-to-day business tied to our Sourcewell contract. |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | White Cap does not normally provide any financing or leasing options with exception of a few manufacturer programs. We actively promote our Sourcewell partner NCL Government Capital for this requirement.   |
| 55        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | White Cap is attaching a standard quote form, a standard order form, and a standard proof of delivery form that we are currently using with our Sourcewell customers. Please note that the Sourcewell member name and number along with our contract number is clearly listed for any audit purposes.                                       |
| 56        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?   | Yes. No additional cost to our valued Sourcewell members.   |

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question  | Response *   |
|-----------|---|--|
| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | We are offering Sourcewell members a White Cap list less discount price offering for our entire catalog. We feel that this pricing model is the most clear, easiest to use and certainly the best value for our Sourcewell members. This model also allows White Cap to be able to better manage our contract pricing through high inflationary periods like we are experiencing today.  |
| 58        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Discounts range from 0% up to 45% off of White Cap's list price for our Sourcewell members.  |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.  | Any quantity or volume discounts would be reviewed on a case by case basis since we are offering deeply discounted pricing already to Sourcewell members. We are not offering a rebate program to Sourcewell members since we are incurring the administrative fee.  |
| 60        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | At White Cap, we pride ourselves on being able to "go the extra mile" for our customers and find them what they need to get the job done even if it means sourcing beyond our large selection of stocked product. Due to our buying power and relations with our primary manufacturers, we are able to do this as another value add for the customer and make our company a one stop shop. For "sourced" products, we would supply a quote for each such individual request. |
| 61        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | There are no additional costs associated with our response.  |

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| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | <p>NA –There are no travel expense, delivery or shipping as an additional cost to the Sourcewell members. Prepaid freight will be offered on all standard stocked items shipped via ground transportation. For standard stock product, our delivery commitment within a 35 mile range from a stocking location to our customers is typically next day delivery.</p> <p>*Other freight charges will be incurred for services such as expedited delivery, air freight, freight collect, sourced or special orders, export orders, hazardous materials, buyer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier.</p>   | EXHIBIT 4 * |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.                                  | <p>White Cap has 4 branches throughout Hawaii in Honolulu, Kahului, Hilo and Kailua-Kona. We have 40+ branches in Canada under the Brafasco trade name. Hawaii and Canada dictate their own pricing and freight terms.</p> <p>Our company does not have any physical branches in Alaska, but we service the area on a regular basis from our State of Washington branches. Some additional freight charges may apply when shipping to Alaska or other US Territories*.</p> <p>*Other freight charges will be incurred for services such as expedited delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, buyer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier.</p> | *           |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal.  | For standard, stock product our delivery commitment within a 35 mile range from a stocking location to our customers is typically next day delivery. In this scenario, we will be using our own fleet of delivery trucks owned by our company which we feel is somewhat unique and sets us apart from our competition. Normal, standard transit times apply should we have to send via an alternate carrier method (UPS, FedEx, etc.) or freight line. We also have a centralized logistics team that handles any special requests and negotiates freight rates so we can pass these savings onto our customers.  | *           |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments   |
|-----------|---|--|
| 65        | c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | White Cap has special pricing heavily discounted up to 45% off of what we normally offer as our market price on all our stocked product categories. This pricing has been very popular with our Sourcewell customers. Also, we are able to go lower if need for large buys but of course never higher than our contract pricing. Our existing Sourcewell pricing file is attached. |

Table 13: Audit and Administrative Fee

| Line Item | Question   | Response *   |
|-----------|--|--|
| 66        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | Our internal compliance team will perform audits within our company-wide Oracle operating system on a regular basis to verify contract compliance with Sourcewell. We will achieve this in an efficient manner by ensuring the accounts are coded properly as soon as a Sourcewell member signs up and wishes to do business with White Cap under the program. This process will include ensuring that Sourcewell Members obtain proper pricing, that White Cap reports all sales under the program each quarter, and that White Cap remits the proper administrative fee to Sourcewell. Our company is already doing this on a regular basis with our Federal government business, being that we have a Federal GSA Schedule. We also do this with certain large National Accounts in which we have specific contracts that require nationwide consistent pricing and detailed reporting within specific time frames. |
| 67        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Our company has invested numerous resources into the Sourcewell program since we were awarded the contract nearly 4 years ago. We updated our ERP system Oracle with the functionality to very accurately track all sales once we set up a customer as Sourcewell.   |
| 68        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)   | White Cap proposes an administrative fee of 1%, which we will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell contract in the event that we are awarded a new contract. This is the same amount that we have been paying under our existing contract #121218-HDS.   |

**Table 14A: Depth and Breadth of Offered Equipment Products and Services****EXHIBIT 4**

| Line Item | Question   | Response *  |
|-----------|--|---|
| 69        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                          | <p>We are in a class of our own as the only national construction supplier on the market today offering professional type products and services. Our extensive inventory, combined with will call, site delivery and direct ship options, enable us to perform to the highest customer service expectations. White Cap has an expansive product offering of approximately 150,000 SKUs of quality, name-brand and proprietary products at competitive prices. With millions of dollars worth of inventory in 400+ locations, and growing in U.S. and Canada, along with a vast fleet of delivery trucks, we have what you need, where you need it, when you need it. Additionally, our team of more than 3,000 customer-facing associates are experts in their fields, so you can rely on us for professional service and solutions. We bring comprehensive knowledge of facility MRO, Federal, State and Local government, concrete, tilt-up, bridge, highway, grading, waterproofing, residential and commercial construction practices to provide the expertise you expect. We offer an extensive line of facility MRO, industrial &amp; building supplies with related equipment, safety supplies, tools and many more of the products Sourcewell members have to have to get the job done.</p>   |
| 70        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p><b>PRIMARY PRODUCTS:</b><br/> MRO products<br/> Facilities Maintenance products<br/> Construction products<br/> Concrete and masonry hand tools and accessories<br/> All trade hand tools and layout tools<br/> Job site and personal safety equipment<br/> Above and below grade waterproofing<br/> Plumbing<br/> Anchoring systems and connectors<br/> Connectors<br/> Tilt-up hardware and brace rentals<br/> Erosion control<br/> Soil stabilization<br/> Brand name power tools<br/> Pipes and fittings<br/> Drainage supplies<br/> Storm water pollution prevention products<br/> Drywall accessories<br/> Welding supplies<br/> Lightweight construction equipment and accessories<br/> Concrete additives and cementitious products<br/> Decorative and stamped concrete accessories<br/> Lumber<br/> Rebar and wire mesh<br/> Fire protection products<br/> Division 10 specialties</p> <p><b>VALUE-ADDED SERVICES</b><br/> Fleet of safety awareness trailers<br/> On-site safety training and demonstrations<br/> Rebar shop drawings<br/> Tilt-up equipment rental<br/> Rebar fabrication<br/> Power tool repair facilities<br/> Pre-bid and submittal packages for estimating<br/> Change order support<br/> Contractor education seminars<br/> Online ordering and back office services<br/> 24/7 ordering through the White Cap Mobile App<br/> Rentals (in select markets)<br/> Guardrail systems<br/> Traffic control products<br/> Gas-detection systems</p> |

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type   | Offered *  | Comments  |   |
|-----------|--|--|---|---|
| 71        | Facility MRO   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Core, stocked product offerings from White Cap.   | * |
| 72        | Industrial supplies or building materials                              | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Core, stocked product offerings from White Cap.   | * |
| 73        | Electric, mechanical, fluid, or pneumatic power transmission           | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Special order as needed to support our Sourcewell customers through our vast supplier/mfg. relationships with White Cap.  | * |
| 74        | Electrical service or lighting   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Special order as needed to support our Sourcewell customers through our vast supplier/mfg. relationships with White Cap.  | * |
| 75        | Plumbing or waterworks   | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Some core, stocked product offerings from White Cap. Special order as needed to support our Sourcewell customers through our vast supplier/mfg. relationships with White Cap.   |   |
| 76        | Services related to the offering of the solutions in Lines 71-75 above | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | White Cap offers services for many of the core product lines we carry. For example, we offer no charge safety/PPE training. Construction is one of the most dangerous occupations around; White Cap can help entities and their crew stay safe. Our professional safety specialists host safety awareness trainings across the country on fall protection, heat stress, proper PPE use and more.<br><br>Another example would be in White Cap having custom rebar fabrication facilities across the country, so we can knock out large rebar orders fast, minimizing waste and saving entities time and money. Straight, bent, cut or customized, we make it to whatever spec you need. |   |

**Table 15: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 77. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|------------------|-----------------------------------|------------------------------------|
| NA               | No Exceptions                     |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |
|                  |                                   |                                    |

## Documents

**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell. **EXHIBIT 4**

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcwell - Pricing White Cap, L.P. .xlsx - Wednesday August 31, 2022 10:02:37
- [Financial Strength and Stability](#) - White Cap Enterprise Gov.pdf - Wednesday August 31, 2022 10:11:11
- [Marketing Plan/Samples](#) - White Cap Marketing Docs.zip - Friday September 09, 2022 08:44:40
- [WMBE/MBE/SBE or Related Certificates](#) - Supplier\_Diversity\_Handout WC.pdf - Friday September 09, 2022 08:04:34
- [Warranty Information](#) - Terms & Conditions of Sale & Warranty- White Cap.pdf - Wednesday August 31, 2022 10:52:21
- [Standard Transaction Document Samples](#) - Standard TransactionDocs.zip - Wednesday August 31, 2022 15:05:07
- [Upload Additional Document](#) - White Cap additional docs.zip - Wednesday August 31, 2022 13:29:17



**Addenda, Terms and Conditions****PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable, or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Rye Dugosh, National Sales Manager - Government, White Cap, L.P.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

| File Name  | I have reviewed the below addendum and attachments (if applicable) | Pages |
|--|--|-------|
| Addendum_5_Facility_MRO_Supplies_RFP_091422<br>Wed August 24 2022 02:50 PM | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_4_Facility_MRO_Supplies_RFP_091422<br>Wed August 17 2022 02:11 PM | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_3_Facility_MRO_Supplies_RFP_091422<br>Mon August 1 2022 09:35 AM  | <input checked="" type="checkbox"/>                                | 1     |
| Addendum_2_Facility_MRO_Supplies_RFP_091422<br>Fri July 29 2022 03:22 PM   | <input checked="" type="checkbox"/>                                | 2     |
| Addendum_1_Facility_MRO_Supplies_RFP_091422<br>Thu July 28 2022 04:35 PM   | <input checked="" type="checkbox"/>                                | 1     |