The Cooperative Purchasing Network
Solicitation 14-21

Maintenance, Repair and Operations (MRO) Supplies & Related Services

Bid due date: Dec. 10, 2014
Region 4 ESC Office
7145 West Tidwell Road
Houston, TX 77092

Submitted by;

WESCO Distribution, Inc.
225 West Station Square Drive, Suite 700
Pittsburgh, PA 15219

Table of Contents

Introduction Letter

TCPN RFP Document

Tab 1 – Entire Vendor Contract and Signature Form

– General Terms and Conditions Acceptance Form (Appendix D)

Tab 2 – Questionnaire (Appendix E)

Tab 3 – Company Profile (Appendix F, excluding References section)

Tab 4 – Evaluation Criteria Questionnaire (Appendix I)

Tab 5 – Product / Services (Appendix B)

Tab 6 – References (Appendix F)

Tab 7 – Pricing (Appendix C)

Tab 8 – Value Add (Appendix G)

Tab 9 – Required Documents

– Additional Required Documents (Appendix H)

– Acknowledgement & Acceptance of Region 4 ESC Open Records Policy (Page 4).

December 10, 2014

The Cooperative Purchasing Network (TCPN)

Subject: Solicitation 14-21

WESCO Distribution, Inc. is pleased to offer the following proposal to The Cooperative Purchasing Network for Maintenance, Repair and Operations (MRO) Supplies & Related Services.

As a Fortune 500 distribution and logistics organization, with more than 85 years of experience managing some of the most complex supply chains in the world, we are uniquely experienced to understand the challenges that face The Cooperative Purchasing Network on a material fulfillment requirement of this type. Our expectation is to generate a long lasting partnership with TCPN and to help grow the program into one of the most recognizable and preferred Cooperative Purchasing programs in the Country. WESCO thoroughly understands the potential of this contract and is ready to dedicate ourselves to this opportunity. Our ability to provide high volume service, vast product selection, green and sustainability solutions, and the knowledgeable and effective logistics support required by our many multi-location customers gives us the breadth and depth to satisfy the Maintenance, Repair and Operations procurement needs of any customer anywhere in the world. By partnering with WESCO, our customers know they are getting the benefits of:

- Broad selection of products in local, national, and global markets
- Consistent availability of their preferred products
- Trained and knowledgeable sales staff to support their requests
- Value added services that helps the customer satisfy specific needs

Best regards,

Lee Osterman

General Manager, Government Sales

APPENDIX A

Vendor Contract and Signature Form

This Vendor Contract and Signature Form ("Contract") is made as of ***December 10, 2014*** *, by and Between* ***WESCO Distribution Inc*** *and Region 4 Education Service Center ("Region 4 ESC") for the purchase of* ***Maintenance, Repair and Operations Supplies & Related Services*** *("the products and services").*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.
WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
1.4 **Purchasing procedure**:

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R_____.**"
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

1.5 **Customer Support**: The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based under the contract whether renewed or not.

2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

3.1. **Scope**: This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".

3.2. **Compliance**: Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.

3.3. **Offeror's Promise**: Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

4.1. **Offeror Contract Documents**: Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.

4.2. **Form of Contract**: The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.

4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.

4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- Special terms and conditions
- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.

4.9 **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by

TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for Non-Performance or Contractor Deficiency:** Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the contract;
ii. Providing work and/or material that was not awarded under the contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause**: If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures**: Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure**: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of

the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation**: Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating *"Per TCPN Contract".* The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status**: Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting**: The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at **reporting@tcpn.org**. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:

- Vendor Name
- TCPN Contract Number
- Reporting Period/Year
- Entity Name
- Entity Address (Including Street, City, State & Zip)
- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.
Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
0 - $50,000,000	2%
$50,000,001 - $100,000,000	1.75%
$100,000,001 - $150,000,000	1.5%
$150,000,001 - $200,000,000	1.25%
$200,000,001 - $500,000,000	1%
$500,000,001 - $1,000,000,000	0.75%
$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially

inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

11.1 **Current products**: Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products**: If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

11.3 **New products/Services**: New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.

11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials**: Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:
"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

13.2 **Disclosures**: Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.
The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

13.7 **Legal Obligations**: It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a

vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank – Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name WESCO Distribution Inc
Address 225 West Station Square Drive
City/State/Zip Pittsburgh PA, 15219
Telephone No. 412-454-2200
Fax No. 412-222-0204
Email address LOsterman@wesco.com
Printed name Lee Osterman
Position with company General Manager, Government
Authorized signature

Accepted by The Cooperative Purchasing Network:

Term of contract to April 1, 2015 **to** March 31, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek — 2-24-2015
Region 4 ESC Authorized Board Member — Date

Rita Drabek
Print Name

Faye B. Bryant — 2-24-2015
Region 4 ESC Authorized Board Member — Date

Faye B. Bryant
Print Name

TCPN Contract Number R142106

Appendix D:

GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

X We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(*Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.*)

THE COOPERATIVE PURCHASING NETWORK RFP FOR MRO

WESCO Distribution, Inc.'s Supplement to *Appendix D: GENERAL TERMS & CONDITIONS ACCEPTANCE FORM*

Exceptions/Deviations to the General Terms and Conditions

Contract Provision	**Exception/Deviation**	**Explanation**
4th Whereas Clause, p. 15 or 157	In 5th line after the word "TCPN" insert the following clause: ",provided that WESCO and such entity enter into mutually agreed upon purchasing terms and conditions and subject to WESCO's reasonable credit terms"	WESCO seeks to make clear that any terms and conditions besides those set forth in this Agreement that shall govern the sale of goods must be agreed to by WESCO.
Section 1.4, 1st bullet, p. 16 of 157	"The sale of goods ordered shall be subject to mutually agreed upon purchase order terms and conditions negotiated between WESCO and a participating governmental agency. In the case of a conflict between the terms of any purchase order or any other document pertaining to a participating governmental agency's order, and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail. WESCO reserves the right to reject a purchase order if the participating governmental agency will not agree to negotiate terms."	WESCO reserves the right to reject any purchase order that contains terms and conditions different than those set forth in this agreement which WESCO has not mutually agreed with the buyer will govern the sale of goods.
Section 3.3, p. 16 or 157	WESCO proposes deleting this clause.	WESCO typically does not make a blanket agreement about what terms will be offered, although from time to time WESCO may agree to minimum terms for customers who purchase comparable goods in similar quantities under similar competitive circumstances.
Section 4.8, p. 17 of 157	In the first sentence, second line, add the phrase "mutually agreed upon" between the words "separate" and supplemental"	Per comments above, WESCO expects that any additional terms pertaining to the sale of goods other than those contained in this agreement shall be agreed to by WESCO.
Section 5.1, p. 18 of 157	Reword the final paragraph of Section 5.1 which begins "Upon receipt" to read: "Upon receipt of a written deficiency notice of contractor's material breach of its obligations hereunder, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports to the extent prepared by contractor exclusively for Member in connection with this Agreement and funded entirely by a Member under the contract shall become the property of the Member on demand.	WESCO wants to clarify: (a) that contract cancellation would be based on contractor's material breach; and (b) that Buyer is entitled to own such work, data, etc, to the extent prepared exclusively for Buyer and funded entirely by Buyer.

Contract Provision	Exception/Deviation	Explanation
Section 5.2, p. 18 of 157	Reword Section 5.2 to read as follows: Termination for Cause: If, for any reason, the Vendor fails to fulfill a material obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to provide written notice of such breach to Vendor in reasonable detail. If Vendor has not remedied the breach within thirty (30) calendar days of its receipt of such written notice, Region 4 ESC then may terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports to the extent prepared by vendor exclusively for this solicitation and funded entirely by a participating agency or entity, may become the property of the participating agency or entity.	WESCO seeks to insert language that provides Vendor an opportunity to cure a breach of the agreement. Also, as set forth in Section 5.1 Vendor wants to make clear that Buyer is entitled to own such work, data, etc, to the extent prepared exclusively for Buyer and funded entirely by Buyer.
Section 5.3, Delivery/Service Failures, p. 18 of 157	WESCO requests to replace the language in 5. 3 with the following: "WESCO's obligations provided for in this section shall be limited to the warranty period as provided in this Agreement or in a purchase order. In the event the Goods or Services are found not to be in conformance with this Agreement or the purchase order, it is the responsibility of WESCO to correct any non-conformance after notification from Buyer.	WESCO seeks to clarify that the goods shall meet agreed upon warranty for the agreed upon warranty period.
Section 5.5, p. 18 of 157	Add the following sentence at the end of the paragraph: "The participating government agency shall pay Vendor for all outstanding invoices and all costs and expenses associated with orders placed by participating government agency up to the date of termination."	WESCO seeks clarification that upon a termination for convenience, WESCO shall be entitled to payment for outstanding invoices and costs and expenses associated with Buyer's orders made up to the date of the termination.
Section 9.1, p. 20 of 157	WESCO proposes deleting the language in Section 9.1 and replacing it with the following sentence: "The awarded vendor agrees to provide pricing to Region 4 ESC as mutually agreed upon by the parties from time to time.	As stated above, WESCO typically does not make a blanket agreement about what prices will be offered, although from time to time WESCO may agree to certain pricing for customers who purchase comparable goods in similar quantities under similar competitive circumstances.
Section 9.2, p. 20 of 157	WESCO proposes deleting the existing clause and replacing it with the following language: "9.2 **Prices firm.** Following the initial firm pricing provided as the basis for the contract on the Vendor Contract Signature Form, net prices and discounts offered for Goods set forth herein shall be firm to the extent and for the period of time that Supplier is offered firm pricing by its vendors or manufacturers. Upon notice of a change in pricing from our vendors or manufacturers, Supplier will have the right in its sole discretion to revise the net prices and discounts for the Goods being offered herein based on documented pricing data affecting the Goods. Supplier will supply this documented price change information approximately 30 days in advance of price changes, for review and acceptance. Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expenses, Region 4 ESC must be notified immediately."	WESCO proposes utilizing its standard language for handling price increases resulting from an increase from the manufacturer of a product.

Contract Provision	Exception/Deviation	Explanation
Section 9.3, p. 20 of 157	WESCO proposes deleting the clause and replacing it with the following new section 9.3: "9.3 **Additional Charges**. All deliveries for WESCO core products shall be freight prepaid, F.O.B. destination, freight Prepaid and Allowed and shall be included in all pricing offered unless otherwise clearly stated in writing, except when the shipment destination is more than 50 miles from a WESCO branch, or in Alaska or Hawaii, or for large LTL (less than truckload) shipments via common carrier. For these shipments, and for expedited/overnight shipping per the customers' request, freight shall be F.O.B. Destination, Prepaid and Added and the shipping charge will be added to the customer's invoice."	WESCO seeks to include language that addresses charges for special freight.
Section 10.1, p. 21 of 157	Delete the 6th sentence that begins "Region 4 ESC" and replace it with the following new sentence: "No more frequently than once every 12 months and upon at least 30 days prior notice Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense." In the following sentence change "at Vendor's sole cost and expense" to "at requesting party's sole cost and expense." Also, add the following sentence before the last sentence: "Any such third party shall enter into a confidentiality agreement and shall be a certified public accountant who does not accept commissions or contingency fees for its audit services."	WESCO's proposed language adds reasonable parameters around the conduct of audits and the rules that would govern the use of third party to conduct audits.
Section 11.6, p. 21 of 157	WESCO proposes deleting the existing language and replacing with the following new clause: "11.6 **Warranty conditions**: Given its role as a distributor, Vendor will offer a pass through of manufacturers' warranties."	WESCO proposes that if this agreement will not contain negotiated warranty language, the clause ought to indicate generally what warranties WESCO will provide purchasing entities.
Section 12. 6, p. 22 of 157	In the last sentence of this provision delete the word "work".	Since this provision pertains to materials and equipment, the reference to "work", which is addressed in another section, was deleted.
Section 13.3, p. 23 of 157	WESCO proposes revising the first sentence to read as follows: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, direct damages, losses and expenses of third parties for bodily injury (including death) and damage to tangible personal property arising out of or resulting from the negligent actions and willful misconduct of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members.	Given its role as a distributor, WESCO has proposed indemnity language that is consistent with WESCO's role as a distributor of goods made by third parties.
Section 14	WESCO seeks to include the following new section: **"14**. **Limitation of Liability**. Notwithstanding anything else contained herein to the contrary, in no event shall (i) either Party be liable to the other for any indirect, special, punitive, exemplary, speculative, consequential, contingent, liquidated, incidental or other similar damages, including without limitation, damages for lost revenues, lost profits, lost business or business interruptions arising in any manner pursuant to or in connection with this Agreement, the Goods or Services; and (ii) Supplier's maximum liability, whether such liability is claimed as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, pursuant to or in connection with any and all claims arising under this Agreement, exceed the purchase price of the Good or Service giving rise to the claim."	WESCO believes it is not in the best interest of either party to accept the risk of all the unpredictable harms that may be related to the agreement and therefore proposes a mutual exclusion of indirect, incidental and consequential damages. WESCO also feels strongly about the importance of knowing the ultimate exposure of any contractual relationship it enters into in light of the margins available to it as a distributor. Therefore, WESCO requires a reasonable liability cap set at the price of the good or service giving rise to the claim.

3.3

Offeror's Promise - Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any eligible customers meeting the same qualifications or requirements, under similar circumstances.

9.1

Best price guarantee: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are comparable to or better than the equivalent terms offered by Offeror to any eligible customers meeting the same qualifications or requirements, under similar circumstances, and the competitive pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer's published price sheets.

9.2

Prices firm. Following the initial firm pricing provided as the basis for the contract on the Vendor Contract Signature Form, net prices and discounts offered for Goods set forth herein shall be firm to the extent and for the period of time that Supplier is offered firm pricing by its vendors or manufacturers. Upon notice of a change in pricing from our vendors or manufacturers, Supplier will provide notice to buyer, of the need to revise the prices and discounts for the Goods being offered herein based on documented pricing data affecting the Goods. Supplier will supply this documented price change information approximately 30 days in advance of price changes, for review and acceptance. Upon acceptance, prices will be updated the next business day.

APPENDIX E

Questionnaire

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. **States Covered**

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

X 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- ☐ Alabama
- ☐ Alaska
- ☐ Arizona
- ☐ Arkansas
- ☐ California
- ☐ Colorado
- ☐ Connecticut
- ☐ Delaware
- ☐ District of Columbia
- ☐ Florida
- ☐ Georgia
- ☐ Hawaii
- ☐ Idaho
- ☐ Illinois
- ☐ Indiana
- ☐ Iowa
- ☐ Kansas
- ☐ Kentucky
- ☐ Louisiana
- ☐ Maine
- ☐ Maryland
- ☐ Massachusetts
- ☐ Michigan
- ☐ Minnesota
- ☐ Mississippi
- ☐ Missouri
- ☐ Montana
- ☐ Nebraska
- ☐ Nevada
- ☐ New Hampshire
- ☐ New Jersey
- ☐ New Mexico
- ☐ New York
- ☐ North Carolina
- ☐ North Dakota
- ☐ Ohio
- ☐ Oklahoma
- ☐ Oregon
- ☐ Pennsylvania
- ☐ Rhode Island
- ☐ South Carolina
- ☐ South Dakota
- ☐ Tennessee
- ☐ Texas
- ☐ Utah
- ☐ Vermont
- ☐ Virginia
- ☐ Washington
- ☐ West Virginia
- ☐ Wisconsin
- ☐ Wyoming

☐ **Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- ☐ American Samoa
- ☐ Federated States of Micronesia
- ☐ Guam
- ☐ Midway Islands
- ☐ Northern Marina Islands
- ☐ Puerto Rico
- ☐ U.S. Virgin Islands

2. **Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with? ☐ Yes **X** No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN ☐ Yes **X** No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐ Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. **Minority Women Business Enterprise**
Respondent certifies that this firm is an MWBE ☐ Yes **X** No

List certifying agency: _____

b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)**
Respondent certifies that this firm is a SBE or DBE ☐ Yes **X** No

List certifying agency: _____

c. **Disabled Veterans Business Enterprise (DVBE)**
Respondent certifies that this firm is a DVBE ☐ Yes **X** No

List certifying agency: _____

d. **Historically Underutilized Businesses (HUB)**

Respondent certifies that this firm is a HUB ☐ Yes **X** No

List certifying agency: _____

e. **Historically Underutilized Business Zone Enterprise (HUBZone)**

Respondent certifies that this firm is a HUBZone ☐ Yes **X** No

List certifying agency: _____

f**. Other**

Respondent certifies that this firm is a recognized diversity certificate holder ☐ Yes **X** No

List certifying agency: _____

4. **Residency** Responding Company's principal place of business is in the city of Pittsburgh State of PA.

5. **Felony Conviction Notice**

Please check applicable box:

- **X** A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:
Contract Management

Contact Person: Rob Bezjak
Title: GM, State, Local and Education Sales
Company: WESCO Distribution, Inc.
Address: 225 West Station Square Drive
City: Pittsburgh State: PA Zip: 15219
Phone: 314-402-4732 Fax:
Email: RBezjak@wesco.com

Contact Person: Eric Anderson

Title: SLED Business Manager
Company: WESCO Distribution, Inc.
Address: 225 West Station Square Drive
City: Pittsburgh State: PA Zip: 15219
Phone: 925-947-0720 Fax:
Email: EAnderson@wesco.com

Contact Person: Mike Murello
Title: Government Program Manager
Company: WESCO Distribution, Inc.
Address: 225 West Station Square Drive
City: Pittsburgh State: PA Zip: 15219
Phone: 412-454-4703 Fax:
Email: MMurello@wesco.com

Billing & Reporting/Accounts Payable

Contact Person: Deanne Whitley
Title: Manager, Cash Applications
Company: WESCO Distribution, Inc.
Address: 225 West Station Square Drive
City: Pittsburgh State: PA Zip: 15219
Phone: 412-454-4770 Fax: 412-222-7590
Email: DWhitley@wesco.com

Marketing
Contact Person: Sarah Wallace
Title: Government Marketing Manager
Company: WESCO Distribution, Inc.
Address: 225 West Station Square Drive
City: Pittsburgh State: PA Zip: 15219

Phone: 412-454-4838 Email: SWallace@wesco.com

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- ☐ Manufacturer direct
- **X** Authorized distributor
- ☐ Value-added reseller
- ☐ Certified education/government reseller
- ☐ Manufacturer marketing through reseller
- ☐ Other

8. **Pricing Information**

• In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. **X** Yes ☐No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. **X** Yes ☐No
  (Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity? **X** Yes ☐No

9. **Cooperatives**
List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
National Purchasing Partners	Varies by manufacturer	3/31/20	$ 3 M
E & I	Varies by manufacturer	10/31/19	$ 9 M
State of New York	Varies by manufacturer	9/30/15	$ 10 M
State of Pennsylvania	Varies by manufacturer	11/30/15	$ 500 K
State of Nebraska	Varies by manufacturer	3/4/18	$ 170 K
State of Arizona	Varies by manufacturer	1/31/19	$ 100 K
Buy Board	Varies by manufacturer	5/31/16	$ 600 K

[Remainder of Page Intentionally Left Blank]

APPENDIX F

Company Profile

1. Company's official registered name.

WESCO Distribution, Inc.

2. Brief history of your company, including the year it was established.

WESCO International, Inc. (NYSE: WCC), a publicly traded Fortune 500 holding company headquartered in Pittsburgh, Pennsylvania, is a leading provider of electrical, industrial, and communications maintenance, repair and operating ("MRO") and original equipment manufacturers ("OEM") product, construction materials, and advanced supply chain management and logistic services. 2013 annual sales were approximately $7.5 billion. The Company employs approximately 9,200 people, maintains relationships with over 25,000 suppliers, and serves over 75,000 active customers worldwide. Customers include commercial and industrial businesses, contractors, government agencies, institutions, telecom providers and utilities. WESCO operates nine fully automated distribution centers and approximately 475 full-service branches in North America and international markets, providing a local presence for customers and a global network to serve multi-location businesses and multi-national corporations.

WESCO is a full service supply chain company, focused on providing customers with the leading products, services, and solutions they need to meet their day to day and long term project requirements for communication, maintenance, repair, and operations, and capital project requirements. The breadth and depth of our capabilities, geographic footprint, and supply base enable us to meet our customers' needs and provide continuity to their operations.

3. Company's Dun & Bradstreet (D&B) number.

82-6949224

4. Corporate office location.

Pittsburgh, PA

5. List the total number of sales persons employed by your organization within the United States, broken down by market.

WESCO sales force consists of approximately 1,300 outside sales personnel and 1,250 inside sales personnel within WESCO's branch network of 475 locations. Most of these salespeople are assigned to Major Accounts (Commercial and Public) so all have experience in most markets.

6. List the number and location of sales offices and distribution centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Please see Attachment 2 for a complete list of branch locations and contact information.
WESCO operates five fully automated distribution centers in the U.S. and approximately 475 full-service branches in North America and selected international markets. This allows WESCO to provide a local presence for area customers and a global network to serve multi-location businesses and multi-national companies. See the attached "WESCO U.S. Locations" for a breakdown of locations.

At any given time, WESCO carries approximately $630 million in inventory. The majority of that inventory is held across eight automated major Distribution Centers (DC), five of which are in the U.S. WESCO maintains an extensive network of full service branches and Distribution Centers (DCs) in North America. Our distribution model calls for each branch to stock the appropriate materials to service customers in its respective geographic area. On average, a branch will carry approximately $1 million in inventory. This inventory is replenished daily from each branch's servicing DC which is strategically located to provide 1-2 days delivery. Most replenishment inventory is provided through an Automatic Replenishment System that does not require hands-on written documentation. All WESCO branches and DC's are connected by a common proprietary computer system called WESNET. Inventory is visible real-time at all locations. If the need arises, each branch has the ability to access inventory form any WESCO source, branch, DC or supplier. This enables every branch to respond to emergency situations in a timely manner.

Distribution Centers located in the U.S.

- Warrendale, PA 194K sq. ft.
- Byhalia, MS 148K sq. ft.
- Little Rock, AR 100K sq. ft.
- Sparks, NV 198K sq. ft.
- Madison WI 100K sq. ft.

Regional Distribution Centers located in the U.S.

- Los Angeles, CA 125K sq. ft.
- Denver, CO 39K sq. ft.
- Phoenix, AZ 17K sq. ft.
- Chicago, IL 147K sq. ft.
- Dallas, TX 112K sq. ft.
- Atlanta, GA 32K sq. ft.
- Washington D.C. 64K sq. ft.
- Boston, MA 33K sq. ft.

7. Provide the number of retail stores/storefront locations that your organization has, broken down by State.

WESCO has more than 150 full-service sales and warehouse locations that will be assigned to service this contract. These locations do provide a typical "will-call" counter for material pick-up. WESCO's business allows its customers to access more than 1,000,000 products. WESCO's network of branches and distribution centers stock more than 130,000 unique product stock keeping units ("SKUs") from over 24,000 suppliers. Each branch will tailor its inventory to meet the needs of the Participating Public Agencies in its local market, stocking an average of approximately 2,500 SKUs at an average of $1 million of inventory.

8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing in retail stores/storefront locations.

WESCO has an internal process to create "National Account" codes that are then assigned to participating members of a specific contract. These codes are created in order to lock contractual pricing company wide, which ensures no sales vary from the contractual values. In addition, these

National Account codes enable WESCO to pull selected criteria from the WESNET database to provide Participating Public Agencies with detailed reporting.

9. Detail any rebates, custom core lists, or other incentive offers, that will be extended through the contract.

We plan to include special pricing on a limited list of fast moving items that will be refreshed throughout the contract period. The core list will be focused on materials needed to manage local government and educations buildings.

WESCO maintains strategic relationships with the top manufacturers in the industry. These relationships allow WESCO to negotiate additional cost-savings for large project and bulk purchases. As every opportunity can be unique in nature, WESCO always entertains working with the customer on any large purchase to determine the matched manufacturer and product to then work strategically to obtain the best potential cost savings discount available. These opportunities are a case-by-case event therefore these opportunities will be examined at the time of inquiry.

10. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

a. Sales

See Attachment 1 for full resume's for the following people –

- ***Rob Bezjak*** – GM, State, Local and Education Business
  E-Mail: rbezjak@wesco.com Phone: 314-402-4732
- ***Eric Anderson*** – State, Local and Education Business Manager
  E-mail: eanderson@wesco.com Phone: 925-947-0720

b. Sales Support

Sean Grenier – Branch Manager - WESCOExpress
Location: Warrendale, PA
E-mail: sgreanier@wesco.com Phone: 724-772-5063
Role – Sean is the manager of WESCO's centralized customer service location called WESCOExpress. Sean oversees a team of Inside Sales Specialists that are dedicated to large global account customers and national agreements.
Experience – Sean has been the lead for WESCO's strategic integration initiative to develop an effective model to support global and multinational contracts. Sean has successfully strengthened key manufacturers and supplier relationships to secure the best price for government customers.
Tenure – 3 years with WESCO, 15 years in the industry
Education – Norwich University

c. Marketing

Sarah Wallace – Marketing Manager - Government
Location: Pittsburgh, PA
E-mail: swallace@wesco.com Phone: 412-454-4838

Role – Sarah's focus is with the Government Team to develop and implement strategic marketing plans for new customer acquisition, customer account penetration and company/contract awareness to the customer base.
Experience – Sarah has a vast background of marketing strategies ranging from scheduling and hosting industry events and trade shows, developing and maintaining lead generation process, develop, create and maintain customer facing literature by either direct mail, eblasts or websites.
Tenure – 1 year with WESCO, 9 years in the industry
Education – Rochester Institute of Technology

Lyn Spera – Marketing Specialist - Government
Location: Gaithersburg, MD
E-mail: lspera@wesco.com Phone: 240-632-1533
Role – Lyn is dedicated to the Government team and assists in the marketing literature & campaigns, government trade shows, newsletters, and the coordinator of strategic product manufactures.
Experience – Lyn has executed multiple contract and supplier campaigns including direct mail, web and print deliverables. She reviews and analyzes the ROI and prepares post marketing strategies. Lyn also has managed the logistics, registrations, shipments and the pre/post communications of several traded shows within each calendar year.
Tenure – 7 years with WESCO, 7 years in the industry
Education – Shippensburg University

d. Financial Reporting

Eric Munshower – Government Contract Manager
Location: Pittsburgh, PA
E-mail: emunshower@wesco.com Phone: 412-454-4821
Role –Eric is the Government Contract Manager for WESCO overseeing government contracts compliance, reporting and legal oversight beginning April 2014.
Experience – Eric has extensive experience in reviewing and assessing government requirements when it comes to contracts. Prior to overseeing government contracts, Eric was with the United States Air Force, National Guard and the Department of Defense.
Tenure – 1 year with WESCO, 1 year in the industry
Education – Point Park University

e. Executive Support

Lee Osterman – Government General Manager
Location: Gaithersburg, MD
E-mail: losterman@wesco.com Phone: 240-632-1547
Role – Lee is the National Government General Manager for WESCO and is responsible for the complete government business portfolio (Federal/State/Local/Education) for WESCO and a team of 50+ members.
Experience – Lee has directed and managed a $550+ million government program for WESCO since 2009. Lee is also responsible for interfacing with supplier partners and large customers to develop market strategies and operational efficiencies.
Tenure – 10 years with WESCO, 27 years in the industry
Education – Penn State University

Mike Murello – Government Program Manager
Location: Pittsburgh, PA
E-mail: mmurello@wesco.com Phone: 412-454-4703
Role – Mike is the Government Program Manager for WESCO and oversees the implementation and administration of government programs. He is involved in contract negotiation, implementation and that the details of the government agreements are being adhered.
Experience – Mike has been the Program Manager for the Government Team since Nov. 2013. Prior to this position, Mike was the Government Contracts Specialist in the WESCO Contracts & Compliance Department overseeing government contracts compliance, reporting and legal oversight since May 2010..
Tenure – 4 years with WESCO, 4 years in the industry
Education – Penn State University

11. Define your standard terms of payment.

WESCO standard payment terms are NET 30 with extended terms reserved for our largest partners. When awarded supply agreement as part of terms and conditions we would be willing to evaluate to arrive at terms that are mutually acceptable to each member.

12. Who is your competition in the marketplace?

Grainger, Fastenal, MSC, Graybar, CED, and Rexel.

13. Overall annual sales for last three (3) years; 2011, 2012, 2013.

- 2011 - $6.2B
- 2012 - $6.5B
- 2013 - $7.5B

14. Has your company done anything that is transformative or innovative to the industry? If yes, please describe.

WESCO began its LEAN journey 10 years ago with a pilot implementation in our Charlotte, North Carolina, branch. The initial focus was on optimizing the warehouse. A KAIZEN event was conducted to revise the layout of the facility, improve the material handling, and streamline the pick, pack, and ship process. Based on our success with this initial LEAN pilot, more than 100 KAIZEN events were conducted in other WESCO branches during the first year alone.

In the early years, the LEAN implementation was expanded to address all aspects of the business, from front-end sales and marketing to back-end product delivery, customer service, and support, including administrative processes. The goal was to find ways to add the most value and eliminate the most waste using the Plan, Do, Check, Act continuous improvement methodology.

Several years ago, in response to the global economic downturn, WESCO introduced a value creation program for our customers using LEAN. A series of value-add solutions were developed and are being applied to our customers' operations and supply chains using the four-step process depicted below. Our customer facing LEAN applications and value-add solutions are designed to specifically address

their goals of reducing operating costs, improving efficiencies, eliminating waste, and enhancing safety and sustainability.

As we enter the next 10 years of our journey, our vision for WESCO and our customers is to move from "doing LEAN" to "being LEAN."

Acquisitions have been a fundamental element of WESCO's growth strategy since we became an independent company in 1994. At that time, WESCO's sales were primarily concentrated in the non-residential construction market. By 2004, we had completed 25 acquisitions that increased our end market diversification, broadened our geographic footprint, and expanded our supplier base. During this period, WESCO's global mix was focused on the United States, at approximately 87% of sales, with Canada accounting for 11% of sales.

Over the last 10 years, WESCO's acquisition strategy has evolved with the addition of 16 companies to the portfolio, which enabled us to bring more products and services to our customers.

Our last nine acquisitions added more than $1.5 billion in first-year sales. As a result, we doubled our Canadian business, established a solid business base in South America, and expanded our global footprint. While the United States continues to represent the largest portion of our sales at 70%, our global mix has improved with Canada now representing 25% and the rest of the world growing to 5%. Through both organic investments and acquisitions, WESCO has expanded operations to 18 countries around the world.

15. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

- 2011 - $84.1M
- 2012 - $147.9M
- 2013 - $183.3M

16. What is your strategy to increase market share?

WESCO's competitive advantage is our national accounts program. Our growth strategy is a combination of strategic acquisitions and growing our market share. WESCO is a leading consolidator in its industry, having acquired 32 companies since August 1995, representing annual sales of $2.4 billion. WESCO has recently acquired Carlton Bates Company a leading electronics supplier, and Communications Supply Corporation a large data communications supplier to significantly expand our product and service offerings in these areas of expertise.

WESCO's Global Account Sales and Support expertise, coupled with our industry knowledge and extensive branch network not only position us well to respond to the needs of multi-location national accounts, it makes us uniquely qualified to support our customer's strategic operational and economic goals and objectives for this integrated supply program. We combine national programs with local service and support by encouraging creative and flexible thinking at the branch level, believing it key to customizing service relationships that meet the specific needs of each individual customer location. WESCO understands that our primary mission is to utilize all of our value-added services and capabilities to enable each of our customer's sites to procure material and related distribution services at the lowest possible total cost. Because of our size and financial strength, WESCO is typically number

one or number two in purchasing volume for manufacturers that we support. The top 200 suppliers account for nearly 90% of the total purchases. WESCO traditionally ranks number one or two in total sales with our top ten manufacturers.

WESCO has successfully developed and implemented numerous strategic alliances and managed business relationships throughout the US to assist our customers in reducing their "Total Cost of Ownership."

Collectively, they incorporate a wide variety of vendor managed inventory program elements, such as bin-stock replenishment, consignment, kitting, and warehouse management across a broad range of products. Additionally, it should be noted that if coupled with WESCO's Integrated Supply experience, this program is not limited to electrical products and services.

17. What differentiates your company from competitors?

WESCO competes directly with global, national, regional and local distributors of electrical and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities and price. WESCO also competes with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, WESCO believes it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.

What sets us apart from these competitors, is the experience and expertise in the Government Market, specifically in the State, Local Government, and Education Segment. Our Management Team, including the Regional Government Managers, are experienced in working through cooperative contracts, and are capable of presenting solutions to help the agencies in this market save time, save money, and save energy; three things each customer seems to be interested in.

WESCO owns all 475 of its branches, which is a key strategic advantage over several of our competitors. Ownership ensures compliance and commitment of the national accounts programs committed to the customer. Market Leadership - Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support and locally based service has enabled us to establish a strong presence in our served markets. WESCO has utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.

18. Describe the capabilities and functionality of your firm's on-line catalog/ordering website.

WESCODirect provides customers with web based selection and electronic purchasing. Users have the ability to view real-time inventory in both the local branch, and our eight distribution centers located in North America. All of this is done via the web, so no software or local network are required. In our proposal, we will be loading all contract items onto our website, permitting users the ability to view product information and purchase electronically. WESCO's full-function Internet catalog provides:

- Powerful product search capability

- Quick and easy order entry
- Comprehensive order information
- Customized shopping lists
- Complete item detail
- Real-time price and availability
- Account customization capability
- Access 24 hours a day, seven days a week

19. Describe your company's level of expertise with web-based procurement providers such as ESM, SciQuest, Lawson, Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with a public agency.

WESCO has invested significantly to support our customers' e-Business initiatives. Our strategy is to e-Enable our existing customers, establish a dominant position in the emerging channels and develop internal productivity tools using web-based technologies. We will do this by providing our customers with the products and services they desire at the service levels they expect to receive at the prices they expect to pay using the e-Commerce methodology of their choosing.

Customers can begin to enjoy an early return on their e-Procurement investment by leveraging relationships WESCO has built with eCommerce industry leaders. Customers using any of the leading industry exchanges such as ESM, SciQuest, Pantellos, Covising, Trade-Ranger, and others, or technology providers like SAP, Commerce One, Ariba, Oracle and PeopleSoft can take advantage of WESCO catalog content available through these companies. Customers choosing any of these and/or other solutions can take advantage of the back end EDI/XML integration WESCO has embedded into our order management, inventory and warehousing systems.

This integration allows real time access to customer specific pricing for those customers who choose to have WESCO maintain pricing as well as real time access to our stocking positions.
WESCODirect – is a feature-rich, online catalog and ordering system which easily allows customers to order products from their local WESCO Branch. WESCODirect.com gives customers a single resource to research and purchase products at their convenience. WESCODirect.com can be integrated into the customer's procurement process and eliminate duplicate entry.

E-Stock – Using an advanced handheld scanning device, customers can generate and transmit replenishment orders for delivery. WESCO's e-stock offers the latest technology in Vendor Managed Inventory.

20. Does your company have a "Lead Point of Contact" for e-commerce integration issues? If yes, please provide detail contact information.

Tammy Overand - 412-454-2455, toverand@wesco.com

21. Describe your company's ongoing quality control processes to ensure qualified in-house personnel and subcontractors.

Over the last 3-5 years WESCO has implemented the LEAN management approach to quality. WESCO has 12-15 full time people on staff insuring we internally are applying "best practices" in our LEAN approach, driving our cost down so we can pass the savings onto our customers.

22. Describe your company's ability to create and maintain a dedicated TCPN page on your company's website, as well as any other capabilities your company may have of promoting the contract online.

WESCO is open to discussing all options available to meet the desire of TCPN of the promotion of the contract on the WESCO website, and is experienced in operating cooperative contract pages and online purchasing. We would have a launch meeting to align our respective marketing teams to ensure our information is well represented on your site, and your information is well represented on ours.

23. Describe your company's ability to maintain a vendor page on TCPN's website including always up-to-date contact information and promotional materials.

WESCO will dedicate a marketing resource in the Government Team who will oversee the vendor page on TCPN's website and to ensure it is up-to-date.

24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Most branches hours of operation are M- F 7:00am - 5:00pm.

At WESCO, the top priority is to provide outstanding customer service. We strive to continually improve the processes that impact the quality of service that we deliver to our customers. The WESCO management philosophy is demonstrated every day by our employees' sense of urgency in consistently delivering the highest level of service to our customers. To WESCO employee's, this means resolving customer problems as soon as they occur, in order to meet or exceed delivery and project expectations. Our number one priority is to provide our customers with the right products, at the right place, at the right time. If and when an issue does arise, we follow an Issue Escalation Procedure to identify, resolve, and learn from the issue. All in all, WESCO has a very practical sales approach in regards to an inquiry from a customer to delivery and invoicing. As for product technical assistance, WESCO has a staff of extremely knowledgeable sales and support personnel located throughout our branch network. WESCO employs approximately 9,000 individuals, with 75% of them working in the local branches. WESCO prides itself on not looking at their sales force simply as "order takers". WESCO requires all staff members to have a continuous product training plan. Strong product and technical expertise with the product sets provides WESCO with a clear competitive advantage. This is reflected by the fact that WESCO employees spend an estimated 10% of their time in product training and other educational activities. Each branch has a 24/7 emergency customer support program.

WESCO fully understands the complexity of successfully executing a contract of this magnitude, especially ones that cover a large geographic territory, such as TCPN. That is why WESCO has a created a division called WESCOExpress located in the State of PA. This division allows WESCO to take regional or national contracts and have a Centralized Sales Location. WESCO provides a single e-mail address and phone number to the contract members so that all sales inquiries are received by a dedicated team assigned to the contract. This helps assure that the contract pricing, reporting, and contract requirements are being maintained adhered to. WESCOExpress works in concert with all of the local sales branches so that outside sales representation is always available to meet their local customer's requests.

Proposed Centralized Service Model

Summary

In order to service this contract effectively, WESCO proposes a centralized sales and operations organization providing qualified users and members with infrastructure for quotations and order management.

Order Management

- The centralized team will own the order from quotation to delivery
- Product will be shipped according to customer request
- Order fulfillment will be achieved using branch stock, distribution center stock, supplier stock, or a combination
- Each order will be expedited to meet the agreement requirements
- Accounts receivable will be centrally managed

The "Centralized" Advantage

- Competent inside sales team
- Customer service focused
- Product knowledgeable
- Product sourcing expertise
- Project management capable

Local Branch Service & Support

- Ongoing, consistent account representatives
- Emergency service and support

25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

To the extent any lawsuits, legal actions or governmental investigations are deemed material, such information is disclosed in WESCO's public filings which is available at www.wesco.com.

From time to time, a number of lawsuits and claims have been or may be asserted against us relating to the conduct of our business, including routine litigation relating to commercial and employment matters. The outcome of any litigation cannot be predicted with certainty, and some lawsuits may be determined adversely to us. However, management does not believe, based on information presently available, that the ultimate outcome of any such pending matters is likely to have a material adverse effect on our financial condition or liquidity, although the resolution in any quarter of one or more of these matters may have a material adverse effect on our results of operations for that period.

MARKETING / SALES

26. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:

- **a. A co-branded press release within first 30 days**
- **b. Announcement of award through any applicable social media sites**
- **c. Direct mail campaigns**
- **d. Co-branded collateral pieces**
- **e. Advertisement of contract in regional or national publications**
- **f. Participation in trade shows**
- **g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:**
  - **i. TCPN and Region 4 ESC Logo**
  - **ii. Link to TCPN and Region 4 ESC website**
  - **iii. Summary of contract and services offered**

iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

WESCO has a corporate marketing team of 50+ professionals including two dedicated resources for State and Local government contracts. After the agreement is signed, WESCO will take the following steps to promote our services to the participating agencies:

WESCO will do an in-depth analysis of current TCPN members and current WESCO public agency customers. WESCO will identify opportunities to promote the MPA to agencies who (1) are not currently WESCO customers but TCPN members and (2) are WESCO customers but do not have any purchasing agreements in place with WESCO. With support from WESCO's Regional Vice Presidents, the identified accounts will be targeted for transition to TCPN.

Our process will be multi- faceted; some customers will be immediately pursued by the outside sales organization, especially for those who are existing accounts. For new customer opportunities, we will use the QualifyThis Business Development team, to begin the process of educating customers about the new award and encouraging customers to sign up to receive pricing through the TCPN agreement.

Both the outside sales team and the Business Development team will have been trained on the TCPN master agreement and will be able to explain the benefits of using this agreement. The leads that are generated will be passed on to the identified Regional Government Specialists and assigned Outside Sales Representative (OSR) and Inside Sales Representatives (ISR). Please note that there may be instances where WESCO is already in a signed agreement with a TCPN participating agency. If this is the case, WESCO will introduce the master agreement to the Participating Public Agency and provide pricing, terms and conditions at the Participating Public Agency's request.

In addition to the business development efforts, WESCO will develop an electronic announcement highlighting the new agreement. If e-mail addresses are not available for the TCPN membership, a postcard mailer may also be created to promote the contract award. WESCO will also hold a webinar series for TCPN members to learn more about WESCO, the agreement, and address any questions TCPN members have about using the agreement. If awarded a contract, our launch elements will include

1. Develop co-branded ***custom*** line card for the TCPN membership.
2. Develop custom landing page for members (housed on WESCO's homepage or within the contract's platform).
3. Send contract announcement e-blast to participating members identified by the contract. A post card announcement may be used in the event that e-mail addresses are not readily available.
4. Host introductory webinars for the contract membership.

As WESCO does participate in various conference and trade shows throughout the year and thoroughly understands the benefits and opportunities, WESCO will evaluate opportunities for advertising, event support, and customized collateral on a case by case basis. We are preparing for several opportunities to promote the new relationship, contingent upon the new award.

27. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

As an industry leader in Global sales implementations, and the current holder of multiple cooperative and group purchasing organization contracts, we have a win implementation process that we will use. We are also open to any best practices you have, since you also have considerable expertise in implementations targeted at this customer segment.

WESCO will create a series of customized hard copy and online communications, to highlight the TCPN contract to eligible customers in the State, Local Government, Education and non-profit market. A press release will also be created, through our corporate communications team.

Internally, all documents and pricing information will be hosted on our FASTTRACK website, for easy access and use by our branches throughout the country. A separate tab for all TCPN information will be developed for the FASTTRACK site, as well as the customer facing information available at www.wesco.com.

While our 2015 Sales and Marketing Plan will already be in the process of being implemented, we are reserving some trade show alignment decisions for the new relationship to be promoted, and will revise current collateral focused on the local government, and education markets, to be refreshed with TCPN contract information in the event we win an award, would look for an opportunity with American City and County Government magazine for advertising, or content, around the new award. The summer edition which would be printed for distribution at the 2015 NIGP conference would be an example of our initial plans.

In addition, we would propose to have TCPN managers also participate in training sessions with eligible agencies, and would also pursue a collaborative relationship with other TCPN suppliers, to expand success with existing agencies familiar with the TCPN contract for other supplies.

28. Explain how your company plans to market this agreement to existing government customers.

In each of our regions, we have thousands of agencies eligible to use the agreement. Our first step will be an emphasis on K-12 schools districts, cities and counties, along with large colleges and universities. Our Regional Government Managers will collaborate with the TCPN Regional Program Managers and Director of Business Development to blitz the eligible customers.

We would propose a schedule for regional meetings between 3-4 of our Regional Government Managers and the TCPN Regional Program managers responsible for their territories, with support from Senior WESCO and TCPN staff. The goal of these meetings would be to understand the current engagement through TCPN contracts, other WESCO contracts, and find the common ground for joint win opportunities.

29. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Using the Global Accounts implementation team, we will establish a protocol to assign a special Global Sales identification number to align with all agencies using the TCPN agreement. This trigger will capture the sales through the contract, and be the foundation for the reporting requirements.

We would expect to promote the new agreement to customers at important industry events, like the annual NAEP conference in Atlanta in April, and also the NIGP Annual Conference in Kansas City. Once awarded, we would also look for local chapter shows and reverse trade shows, to either exhibit in jointly with TCPN, or to be a part of their vendor community through supplier street promotion, or other collaboration efforts to drive customer traffic between each other's booths and contacts.

30 .Describe how you intend on train your national sales force on the Region 4 ESC agreement.

An internal training presentation on demand will be available, as well as hosted training sessions to be run by our SLED Sales and Marketing Team. One of the key connectivity points will be regular internal messaging, including promotion on the corporate LEAN for Sales conference call, conducted monthly by our CEO and Global Sales Vice President.

We have an internal website called Fasttrack, which is the aggregation point for internal communication on SLED contracts and information. In addition, our Sales and Marketing team will conduct field training as needed, using the RGM's as the trainers, along with our Manager- SLED Business Development Eric Anderson, and GM- SLED Market Rob Bezjak. Both have over 10 years of experience in cooperative contract management and promotion, and are familiar with the cooperative purchasing landscape, but also the local government and education associations key to leveraging relationships and promoting agreement's

31. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Yes, WESCO acknowledges this.

32. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

a. $1.5M in year one

b. $3M in year two

c. $4.5M in year three

ADMINISTRATION

33. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

WESCO currently has contracts with two national purchasing programs –

- National Purchasing Partners – Since 2007
  - Molly Deter molly.deter@nppgov.com 206-494-4533
- E&I – Since 2009
  - David Ott dott@eandi.org 618-632-5370

The WESCO Government Team has been overseeing the sales and marketing of these two contracts and has experienced a 75% growth in sales since 2010.

34. If awarded, please describe your plan to differentiate the TCPN contract from other State, Local and National Cooperatives.

In addition to using the information available from TCPN to promote the agreement, we feel explaining the benefits provided to the SLED marketplace via the services marketed by the Region IV office is a great way to start.

Focusing on the benefits of the competitively solicited contract, using the lead public agency model, gives the pricing offered great credibility in the market with the procurement professionals. As the impact of the Cooperative Purchasing Coalition is felt, we will also educate customers on the different cooperatives, and help them see this TCPN alliance as a transparent effort to share information about the cooperative contract process.

As a potential supplier, we see the investment in experiences regional program managers as a differentiation to us and to the purchasing community. And internally, we see your database search engines and available metrics for prospecting and customer share data mining to be very impactful.

35. Describe the capacity of your company to report monthly sales through this agreement.

WESCO has a standard report process that meets and exceeds most reporting requirements; however, we also have the ability to provide customized reports. WESCO can provide customized electronic or paper reports on a variety of transactional activities and can be sent on a daily, weekly, monthly, quarterly, annual basis.

WESCO currently holds contracts with similar requirements and is therefore experienced and capable of fulfilling your reporting requirements.

36. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

WESCO realizes that providing accurate reporting is a vital part of any customer's supply chain management and logistics program. It is understood that it is imperative for companies today to be able to identify assets allocated to inventory and consumption of product for budgeting, forecasting, and leveraging purposes. WESCO has a comprehensive data warehousing strategy that provides reporting access to extensive tables containing most aspects of our business from accounts payable, accruals, inventory levels, physical locations, work order components, shipping details, etc.

37. Do you have a policy or policies requiring compliance with all federal, state, international and applicable local laws? Please attach or provide a link:

WESCO does have a policy noted in the Employee Handbook. Listed below is the section referencing this policy in the Employee Handbook.

Code of Business Ethics and Conduct

It is the policy of WESCO to comply with all applicable laws, regulations and Company policies and to conduct its business in keeping with high moral, legal, ethical and financial reporting standards. WESCO's policies apply equally to employees at all levels. WESCO's Code of Business Ethics and

Conduct (the ―Code‖) can be found on WESCO's intranet website. All employees are expected to review and understand their obligations and expectations as outlined in the Code.
WESCO relies upon each individual within the organization to act with integrity, to use good judgment and to act appropriately in any given situation. Nevertheless, the Code is published, updated and regularly distributed to help focus attention on areas of ethical risk, provide guidance to our personnel to help them to recognize and to deal with ethical issues and help to foster a culture of honesty, accountability and compliance.
All officers, managers and supervisors of WESCO are responsible for communicating and implementing these policies within their specific areas of supervisory responsibility. WESCO encourages employees to communicate violations or suspected violations of the Code and will not tolerate any form of retaliation against individuals who in good faith report possible or suspected misconduct. The WESCO Ethics Committee has the authority to determine, in its sole discretion, remedial steps in situations involving actual or potential conflicts of interest.

38. Do you have a compliance department? If so, please list the standards this department monitors compliance with (e.g. applicable federal and state laws, internal policy, ISO processes, GSA regulations, etc.).

WESCO Distribution's Compliance Department is an integral element of WESCO's total quality management system and is committed to ensuring all facets of its operations remain in compliance with relevant laws, regulations, policies and procedures. Compliance is monitored during all phases of the contract process ensuring the organization has systems of internal control that adequately measure and manage the risks that it faces while certifying compliance with Federal/State/Local laws and regulations.

39. Within the past 5 years, has your organization been made aware of any investigations involving your organization for violation(s) of a law or laws, the legally authorized penalties for which exceeded $500,000?

From time to time, a number of lawsuits and claims have been or may be asserted against us relating to the conduct of our business, including routine litigation relating to commercial and employment matters. The outcome of any litigation cannot be predicted with certainty, and some lawsuits may be determined adversely to us. However, management does not believe, based on information presently available, that the ultimate outcome of any such pending matters is likely to have a material adverse effect on our financial condition or liquidity, although the resolution in any quarter of one or more of these matters may have a material adverse effect on our results of operations for that period.

a. If yes, please list all such investigations and their outcomes:

40. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Broad Product Offering and Value-added Services - WESCO provides a wide range of products, services and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs and enhance safety. Our broad product offering and stable source of supply enables us to consistently meet virtually all of a customer's product, MRO and OEM requirements.

Extensive Distribution Network - WESCO operates more than 475 geographically dispersed branch locations and nine distribution centers (five in the United States and four in Canada). Our distribution centers add value for our customers, suppliers, and branches through the combination of a broad and deep selection of inventory, online ordering, next-day shipment and central order handling and fulfillment. Our distribution center network reduces the lead-time and cost of supply chain activities through automated replenishment and warehouse management systems and economies of scale in purchasing, inventory management, administration and transportation. This extensive network, which would be difficult and expensive to duplicate, provides us with a distinct competitive advantage and allows us to:

- Enhance localized customer service, technical support and sales coverage;
- Tailor individual branch products and services to local customer needs; and
- Offer multi-site distribution capabilities to large customers and global accounts.

Low Cost Operator - Our competitive position has been enhanced by our consistent favorable operating cost position, which is based on use of LEAN, strategically-located distribution centers, and purchasing economies of scale. As a result of these factors, our operating cost as a percentage of sales is one of the lowest in our industry. Our selling, general and administrative expenses as a percentage of revenues for 2011 were 14.2%

GREEN INITIATIVES

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

41. Please provide your company's environmental policy and/or green initiative.

As a distributor, WESCO does not encounter environmental intensities that would be found in a manufacturing environment. WESCO maintains an environmental sustainability management system that we believe is material to our operations and environmental impacts. The details can be found in our Corporate Sustainability report, either in print on our website at WESCO Sustainability | WESCO International, Inc.

42. How do you ensure and measure the success of your sustainability policy and initiatives?

WESCO monitors our applicable sustainability metrics on an ongoing basis throughout the year. On an annual basis, WESCO quantifies and discloses our environmental footprint and our progress against our goals in our annual Corporate Sustainability Report and to the CDP.

DIVERSITY INITIATIVES

43. Please describe any diversity programs and/or partnerships that your company has currently implemented.

The mission of WESCO's Commitment to Diversity Program is to develop the tools and solutions to grow and expand our business by working with diverse business enterprises that meet or exceed our customer's requirements and create a competitive advantage for WESCO. It is our company policy to encourage these partnerships with diverse suppliers in all aspects of our business. Dedicated resources include Lindsey Guckert in Supplier Relations, as well as Eric Munshower in Government Contracts. Both work to ensure that we report accurately to our customers and Government contacts. In addition, WESCO belongs to both the National Minority Supplier Development Council (NMSDC) and the Western Pennsylvania Minority Supplier Development Council (WPMSDC). Additionally, we make every effort to attend all events sponsored by either of these councils such as the NMSDC Conference that is held annually.

44. What policies and initiatives promoting diversity within your workforce do you have?

WESCO International launched the Dignity and Respect program to employees to promote inclusion through behavioral and organizational change. The program is centered on behaviors that occur in a workplace where people are treated with dignity and respect. These common behaviors are known as the 30 tips of Dignity & Respect. Employees voluntarily take the Dignity & Respect pledge to demonstrate their commitment to practicing these behaviors every day. Diversity goes beyond gender, race, ethnicity, and religion. It involves recognizing and valuing the differences in our life experiences, communication styles, educational backgrounds, and other factors that influence an individual's approach to life and work. We are all individuals and bring something unique to the workplace.

a. Please attach copies of the policies or provide links:

http://www.wesco.com/careers/

45. What policies and initiatives promoting diversity within your supplier base do you have?

Information on our Diversity Initiative can be found at
http://www.wesco.com/suppliers/diversity.htm

VENDOR CERTFICATIONS (IF APPLICABLE)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Please refer to Tab 6

Attachment 1
Full Resume of Sales Team Members

ROB BEZJAK

141 Chippenham Lane ♦ Chesterfield MO 63005

www.linkedin.com/pub/rob-bezjak (636) 527-1001 ♦ rrbezjak@sbcglobal.net

SENIOR EXECUTIVE LEADER

STRATEGY DEVELOPMENT & EXECUTION | BUSINESS DEVELOPMENT | SALES TEAM LEADERSHIP

Senior sales and business development executive and innovator, with years of proven success cultivating, managing and enhancing revenue growth opportunities. Recognized as a strong and resourceful leader building cohesive teams and partnering with cross functional business leaders to effectively sell and deliver on a multitude of initiatives. Able to penetrate key clients and forge solid relationships, leveraging a diversified background leading key account management, and contract sales as a manager and as an individual contributor. With expertise in:

- Sales Planning & Analysis
- Market Planning & Analysis
- Client Relationship Management
- Strategic Vision & Execution
- Proposal Development
- Pipeline Management
- Business Development Life-Cycle
- Federal Acquisition
- Strategic Partnerships/Alliances

PROFESSIONAL OVERVIEW

WESCO DISTRIBUTION, INC.
GM- STATE, LOCAL GOVERNMENT AND EDUCATION BUSINESS
2014-PRESENT

- In a new role, developing corporate strategy and focus on growing market
- Won 5 year contract renewal for E&I cooperative purchasing agreement
- Implementing customer specific sales targeting activities, resulting in early improvements in sales and customer engagement
- Wrote 2015 Sales and Marketing Plan, to coordinate efforts and align multiple business units. First time company had comprehensive marketing effort, aligned with sales focus on the segment.

GRAYBAR ELECTRIC 1987 – 2014

Vice President, Corporate Services (2012-2014)

- Provided strategic and tactical sales leadership for a $350M business unit of a $5.7B, Fortune 500 company specializing in distributing high-quality electrical, communications and networking components, equipment, materials and supply chain management services.
- Successfully drove the development and execution of revenue growth strategies by identifying new corporate contract sales business opportunities, establishing pursuit approaches and developing successful national sales plans.
- Developed go-to-market strategies and account plans; led business development initiatives associated with identification, qualification, full capture, bid and contract servicing activities.
- Formulated, communicated and implemented an integrated proposal strategy that provided the customer with a clear and defensible justification for selecting Graybar for the contract award.

- Aligned the company marketing strategy for commercial, federal, state and local government markets served through contracts.
- Won new 5 year US Communities contract, now worth $150 million yearly (which has grown 5X in 10 years).

Vice President, Government Sales (2010-2012)

- Successfully generated over $450 million in annual sales in a challenging federal marketplace; grew business 10% (despite sequestration) by increasing market penetration, establishing and cultivating new business partnerships, and delivering value in the eyes of the customers.
- Built, developed and empowered a high performance senior sales leadership team; recognized and evaluated the strengths of individual team members; leveraged those strengths into the best appropriate use. Led a sales force of 80 sales professionals across 13 US districts.
- Developed and implemented the strategic Government Sales and Marketing Plan for Government Market; aligning supplier, product, contract and customer initiatives.
- Spearheaded the Defense Logistics Agency contracts sales and service team, the centralized National Accounts customer service group, the centralized Inside Sales group, and the Lead Development team.
- Pursued and won a new five year contract with the US Postal Service, worth $5 million annually.
- Managed the identification and validation of business opportunities; examined government contracts in order to identify and analyze potential new contract opportunities.
- Determined the best approach for each specific opportunity; led due diligence, analytics, structuring, and proposal development.

Director Business Development (2006-2009)

- Developed the "Government Initiative", a strategic realignment of corporate and field resources to increase government sales; drove significant market share gain and delivered 12% compound annual growth rate (CAGR) for the segment.
- Sourced, selected and recruited six outside resources to provide market expertise and reduce barriers to entry.
- Created Government Market Plans, to provide sales and marketing guidance to across all 13 Districts.
- Developed performance measurement tools by branch, district and contract providing key analytics to assess current levels of customer share, in local, education and federal market.
- Successfully grew sales and gross margin ahead of goals despite challenging economy.

Director Business Management (2005-2006)

- Led and encouraged a team of 7 Account Managers serving strategic national customers including General Motors, Alcoa, Verizon and ATT-SBC.
- Developed and won cooperative purchasing contracts with US Communities and Premier (Healthcare GPO).
- Achieved sales and margin increases above target by 11%, while keeping expenses below budget.
- Implemented a multi-year plan to provide Call Center support to contract customers which extended the reach of sales teams and increased sales significantly:

- Added value to the company through improved customer service, and reporting compliance.

Vice President-Corporate Accounts and Marketing (2003-2004) **Vice President-Market Development** (2001-2003); **District Vice President** (2000-2001); **National Market Manager** (1998-2000); **National Product Manager** (1997-1998); **Various roles** (1987-1997)

ACADEMIC CREDENTIALS & PROFESSIONAL DEVELOPMENT

The Customer Focused Organization — KELLOGG SCHOOL OF MANAGEMENT AT NORTHWESTERN UNIVERSITY
Supply Chain Management Program — RUTGERS UNIVERSITY
Bachelor of Arts, Journalism — **UNIVERSITY OF WISCONSIN**

PROFESSIONAL MEMBERSHIPS

National Institute of Governmental Purchasing (NIGP) Business Council, Past Chairman (2007-2012)
Electronic Industries Alliance-Telecommunications Industry Association (EIA-TIA) Committee, Voting Delegate (1997-1999)
BICSI Member and RCDD 1994-2013

PROFESSIONAL RECOGNITION

Gamma Beta Epsilon Sales National Award Nominee
Five time 100% Club winner- Graybar

Eric Anderson

1776 Botelho Dr. #224
Walnut Creek, CA 94596
925-947-0720
Eric.anderson1962@att.net

Objective:
A position of increasing responsibility in sales, marketing, and/or project management within a sales-driven organization that will utilize my knowledge & experience which allows me to use my abilities to their full extent.

Career Experience:

Wesco Distribution, Inc. ***412-454-2200*** ***Pittsburgh, PA***
State, Local & Education Business Manager *U.S.* May 2009 – Current

- Qualify, analyze and respond to sealed bids and proposals.
- Manage and implement WESCO's local, regional and national contract agreements.
- Identify opportunities for company to grow existing contracts with new customers.
- Create and maintain a corporate market focus to effectively generate sales growth.
- Coordinate sales strategy plans with Regional Managers

Anixter Inc. ***925-469-8500*** ***Pleasanton, CA***
Director of State & Local Gov't Sales, *Western U.S.* Sept. 2002 – May 2009

- Created and implemented a corporate strategic plan to focus on the public sector market.
- Responsible for 16 sales locations, covering 16 States, in regards to government sales to the specific area.
- Analyze and respond to sealed bids and proposals. Created a documentation log to track the success and to use as a reference for upcoming annual bids.
- Prepared yearly business plans for 16 sales locations, provided monthly sales reports, and participated in monthly/quarterly/annual conferences in regards to government sales progress.
- Oversee all aspects of responding to a bid – Understanding Terms & Conditions, providing company information, creating a RFP, providing price schedules and guidelines, signatures, etc.
- Responsible of all aspects of post award requirements – Catalogs and price sheets, create websites, create marketing literature, sales reports and fee's, contract extensions and price adjustments, etc.
- Have a complete understanding of all national cooperative procurement programs (WSCA, CMAS, MiCTA, US Communities, PEPPM, etc.)
- Met with most major Government Contract Managers to propose contract language options for upcoming bids and to position Anixter Inc. into a leading supplier.
- Negotiated with Vendors to secure pricing agreements for awarded contracts which resulted into favorable sales margins for the company.
- Increased the number of term contracts from fourteen to sixty over a six year period.
- Win rate at over 80% for term contract bids.
- In a six year span, sales increased from $32 million to $70 million, more than a 118% increase.

Inside Sales Manager, *Contractor market* Aug. 2000 – Sept. 2002

- Responsible for a sales staff of 12 employees, focusing on the contractor customer base, in a sales location that averaged $75 million in annual sales.
- Provided strategic sales plans and support to the major contractors. This included – Problem resolution, project planning, customer/supplier partnership agreements, and overall customer satisfaction.
- Implemented a Project Bidding Procedure which created a consistent, accurate and organized, process.
- Provided sales training, guidance, and sales assistance to the sales staff.
- Prepared annual location business plans and monthly sales forecasts to the corporate office.

Account Manager, *Contractor Market* Jan. 2000 – Aug. 2000

- Responsible for sales for three major contractors in the San Francisco Bay Area which contributed to more than $5 million in annual sales.
- After the award of multiple projects, successfully managed the material requirements to deliver in a timely manner to prevent any job delays.
- Basic responsibilities include – quotes, sales, returns, material management, new business development, product specification, etc.

Allied Utility Products/Herning Underground Supply 925-373-7400 Livermore, CA

Allied Utility Products and Herning Underground Supply are owned by Herning Enterprises, Inc.

Operations Manager, *Allied Utility Products* July 1998 – Nov. 1999

- Oversee all functions of a company that exceeded $7 million in annual sales at an average of 24% profit margin. Sales grew in this time by 20%.
- Responsible for quarterly bank audits, A/P & A/R, and purchasing. Warehouse functioned on an average of five turns per year.
- Managed six employees' (warehousing, sales, and administration) which includes the following: New Hire training – HR, sales, warehousing, support six outside salespeople, employee performance reviews, product training, etc.
- Management functions included: Sales management, Purchasing, Inventory Management, Vendor agreements, New Business Development, Sales Reports, etc.

Operations Manager/Sales, *Herning Underground* Aug. 1995 – July 1998

- Oversee warehousing functions for one of five company facilities.
- Responsible for Natural Gas Products sales for the company, the sales specialist for multiple product lines.
- Provide product training and recommendations to installation contractors.

Sales Manager, *Allied Utility Products* Aug. 1991 – Aug. 1995

- Responsible for a sales division of more than $6 million annually.
- Customer base included all natural gas utility companies related contractors in CA, OR, and WA.
- Maintained vendor agreements and relationships with 6 major manufacturers in the Natural Gas Industry.
- Created a successful equipment repair facility which generated $50K in annual revenue.

Education:

- Diablo Valley Community College Sept. 81 – June 84 Pleasant Hill, CA
  Mathematics, Engineering, Machining

Qualifications:

- Proficient in computer applications(e.g. Excel, Word, Power Point, Outlook, ACT!, Lotus Notes, Salesforce)

- Management experience in regards to operations, warehousing and distribution sales.
- Ability to work independently and to work as a team leader.
- Thorough knowledgeable of government bid "Terms & Conditions" procurement requirements.
- Extensive background of the Public Sector business practice.
- Training employees on sales practices, principles and theories to sell at a high level.
- Creating strategic business plans for corporate implementation.
- Strong attention to detail and follow-up.

ATTACHMENT 2
Branch Locations and Contact Information

Address	City	ST	Zip	Phone	E-Mail
5760 SILVERADO WAY	ANCHORAGE	AK	99518-1655	9075633350	slgov_anchorage@wesco.com
1744 E 2ND AVE	KENAI	AK		(907) 335-2030	slgov_kenai@wesco.com
125 32ND ST S	BIRMINGHAM	AL	35233-3019	2059514601	slgov_birmingham@wesco.com
4716 COMMERCIAL DR NW	HUNTSVILLE	AL	35816-2204	2568379130	slgov_huntsville@wesco.com
566 BEAUREGARD ST	MOBILE	AL	36603-6202	2514334567	slgov_mobile@wesco.com
1210 ESI DR	SPRINGDALE	AR	72764-1169	4797502188	slgov_springdale@wesco.com
3425 East Van Buren Ste 140	PHOENIX	AZ	85008	6022333242	slgov_phoenix@wesco.com
1050 S PLUMER AVE	TUCSON	AZ	85719-7058	5206236941	slgov_tucson@wesco.com
3233 RIO MIRADA DR	BAKERSFIELD	CA	93308-4945	6613233163	slgov_bakersfield@wesco.com
6251 KNOTT AVE	BUENA PARK	CA	90620	(714) 367-7000	slgov_compton@wesco.com
2500 DEAN LESHER DR STE C	CONCORD	CA	94520-1276	9252467160	slgov_concord@wesco.com
26407 HIGHWAY 33	FELLOWS	CA	93224-9787	6617684718	slgov_fellows@wesco.com
1544 N MAPLE AVE	FRESNO	CA	93703-4404	5592554423	slgov_fresno@wesco.com
20364 7TH STANDARD RD	MC KITTRICK	CA	93251-9741	6617627321	slgov_mckittrick@wesco.com
1045 NATIONAL DR STE 19	SACRAMENTO	CA	95834-1930	9169281001	slgov_sacramento@wesco.com
720 COLLEGE DR	SAN BERNARDINO	CA	92410-3404	9098899791	slgov_sanbernardino@wesco.com
7790 CONVOY CT	SAN DIEGO	CA	92111-1106	8582790233	slgov_sandiego@wesco.com
2800 MEAD AVE	SANTA CLARA	CA	95051-0829	4085620400	slgov_santaclara@wesco.com
16159 STAGG ST	VAN NUYS	CA	91406-1714	8187873693	slgov_vannuys@wesco.com
6883 E 47TH AVENUE DR	DENVER	CO	80216-3410	3033221722	slgov_denver@wesco.com
133 COMMERCE DR	FORT COLLINS	CO	80524-2764	9702212002	slgov_fortcollins@wesco.com
640 S 12TH ST	GRAND JUNCTION	CO	81501-3703	9702428066	slgov_grandjunction@wesco.com
115 S MAIN ST	PUEBLO	CO	81003-3415	7195451141	slgov_pueblo@wesco.com
62 VILLAGE ST	EAST HARTFORD	CT	06108-3904	8602890291	slgov_hartford@wesco.com
5 GERMAY DR	WILMINGTON	DE	19804-1104	3026559611	slgov_wilmington@wesco.com
1630 NE 23RD AVE	GAINESVILLE	FL	32609	(352) 372-1427	slgov_gainesvillefl@wesco.com
6209 BOWDENDALE AVE	JACKSONVILLE	FL	32216	(904) 731-5900	slgov_jacksonville@wesco.com
119-2 HAMILTON PARK DR	TALLAHASSEE	FL	32304	(850) 224-0188	slgov_tallahassee@wesco.com
724 PINE AVE	ALBANY	GA	31701-2423	2294321285	slgov_albany@wesco.com
1945 COMMERCE RD	ATHENS	GA	30607	(706) 543-3413	slgov_athens@wesco.com
1703 MARVIN GRIFFIN RD	AUGUSTA	GA	30906	(706) 793-7904	slgov_augusta@wesco.com
808 BRADFORD ST. SW	GAINESVILLE	GA	30501	(770) 532-9178	slgov_gainesvillega@wesco.com
114 CORPORATE PARK EAST CT	LAGRANGE	GA	30241-3682	7068848488	slgov_lagrange@wesco.com
1570 7TH STREET	MACON	GA	31206	(478) 746-4227	slgov_macon@wesco.com
4301 SUDAN DR	MARTINEZ	GA	30907	(706) 228-2712	slgov_evans@wesco.com
601 INDIAN ST	SAVANNAH	GA	31401-1122	9122339681	slgov_savannah@wesco.com
816 GIL HARBIN INDUSTRIAL BLVD	VALDOSTA	GA	31601	(229) 247-0642	slgov_valdosta@wesco.com
10 KUKILA ST	HILO	HI	96720-4520	8089354821	slgov_hilo@wesco.com
1030 MAPUNAPUNA ST	HONOLULU	HI	96819-4417	8088397261	slgov_honolulu@wesco.com
74-5590 EHO STREET, BAY 8	KONA	HI	96740	(808) 326-7377	slgov_kona@wesco.com
330 PAPA PL	MAUI	HI	96732-2425	8088775528	slgov_maui@wesco.com
725 33RD AVE SW	CEDAR RAPIDS	IA	52404-3924	3193641503	slgov_cedarrapids@wesco.com

5480 IRVING ST	BOISE	ID	83706-1214	2083223200	slgov_boise@wesco.com
807 MILL RD, SDC BUILDING	LEWISTON	ID	83501	2087987521	slgov_lewisville@wesco.com
2815 GARRETT WAY	POCATELLO	ID		(208) 233-2003	slgov_pocatello@wesco.com
4400 W SPRINGFIELD AVE	CHAMPAIGN	IL	61822-9390	2173554900	slgov_champaign@wesco.com
1801 MOEN AVE	JOLIET	IL	60436	(815) 725-3900	slgov_joliet@wesco.com
1224 GRINNELL ROAD	KANKAKEE	IL	60901	(815) 933-5536	slgov_kankakee@wesco.com
915 NE ADAMS ST	PEORIA	IL	61603-3903	3096730707	slgov_peoria@wesco.com
2869 EASTROCK DR	ROCKFORD	IL	61109	(815) 226-8750	slgov_rockford@wesco.com
2401 INTERNATIONALE PKWY	WOODRIDGE	IL	60517	(630) 296-2555	slgov_woodridge@wesco.com
401 S 3RD AVE	EVANSVILLE	IN	47708-1103	8124231152	slgov_evansville@wesco.com
125 MURRAY ST	FORT WAYNE	IN	46803-2332	2604562171	slgov_fortwayne@wesco.com
7020 GRAND AVE	HAMMOND	IN	46323-2551	2198449400	slgov_hammond@wesco.com
1560 INDIANA AVE	INDIANAPOLIS	IN	46202-2153	3172661600	slgov_indianapolis@wesco.com
716 BELVEDERE DR	KOKOMO	IN	46901-5625	(765) 452-4087	slgov_kokomo@wesco.com
3412 BOLAND DR	SOUTH BEND	IN	46628-4302	5742880615	slgov_southbend@wesco.com
921 W MARY ST	GARDEN CITY	KS	67846-2749	6202752266	slgov_gardencity@wesco.com
1257 N MOSLEY ST	WICHITA	KS	67214-2713	3162674387	slgov_wichita@wesco.com
1721 FORTUNE CT. STE. 125	LEXINGTON	KY	40509	(859) 293-3647	slgov_lexington@wesco.com
3419 BASHFORD AVENUE CT	LOUISVILLE	KY	40218-3162	5024516991	slgov_lexington@wesco.com
11435 REIGER RD	BATON ROUGE	LA	70809-5141	(225) 755-0066	slgov_batonrouge@wesco.com
5105 U.S. HIGHWAY 90	BROUSSARD	LA	70518-3524	(337) 839-8200	slgov_lafayette@wesco.com
3011 LAUSAT ST	METAIRIE	LA	70001	(514) 835-8888	slgov_metairie@wesco.com
201 WASHINGTON ST	MONROE	LA	71201-6717	3183230610	slgov_monroe@wesco.com
1803 Farmerville Hwy 152	RUSTON	LA	712703005	3182550700	slgov_ruston@wesco.com
1535 WILKINSON ST	SHREVEPORT	LA	71103-3735	3182214121	slgov_shreveport@wesco.com
35 Otis St	Westborough	MA	11581	(508) 870-5000	slgov_boston@wesco.com
1710 EDISON HWY	BALTIMORE	MD	21213-1524	4105638200	slgov_baltimore@wesco.com
80 FARM RD	BANGOR	ME	04401-6832	2079422583	slgov_bangor@wesco.com
327 MARGINAL WAY	PORTLAND	ME	04101-2543	2077742614	slgov_portlandme@wesco.com
125 TECUMSEH ST	ADRIAN	MI	49221	(517) 265-5148	slgov_adrian@wesco.com
7650 CATERPILLAR DR	GRAND RAPIDS	MI	49548	616-241-2002	slgov_grandrapids@wesco.com
1610 EAST HIGH ST	JACKSON	MI	49203	(517) 782-7121	slgov_jackson@wesco.com
630 EAST BLVD	KINGSFORD	MI	49802-4537	9067760911	slgov_kingsford@wesco.com
3440 DUNCKEL RD	LANSING	MI	48911-4215	5178870140	slgov_lansing@wesco.com
2857 ENTERPRISE CT	SAGINAW	MI	48603-2418	9897905000	slgov_saginaw@wesco.com
33162 STERLING PONDS BLVD	STERLING HEIGHTS	MI	48312	586-276-4888	slgov_detroit@wesco.com
4304 W. FIRST ST	DULUTH	MN	55807	(218) 628-1024	slgov_duluth@wesco.com
601 LAKEVIEW POINT DR STE A	NEW BRIGHTON	MN	55112-3494	6515823900	slgov_newbrightonmn@wesco.co
5554 ENTERPRISE DR. NE	VIRGINIA	MN	55792	(218) 749-2760	slgov_virginia@wesco.com
2301 E TRUMAN RD	KANSAS CITY	MO	64127-2042	8162317000	slgov_kansascity@wesco.com
2820 MARKET ST	St. LOUIS	MO	63103-2524	3145334250	slgov_stlouis@wesco.com
2835 ANDREWS ST	PASCAGOULA	MS	39567	(228) 762-0571	slgov_pascagoula@wesco.com

1211 S 27TH ST W	BILLINGS	MT	59102-7303	4062520176	slgov_billings@wesco.com
949 S Montana St	BUTTE	MT	59701	406-782-2374	slgov_butte@wesco.com
840 RIVERSIDE DR	ASHEVILLE	NC	28804-3222	8282543271	slgov_asheville@wesco.com
5521 LAKEVIEW RD, SUITE W	CHARLOTTE	NC	28269	7043936636	slgov_charlotte@wesco.com
452 E MOUNTAIN DR	FAYETTEVILLE	NC	28306-3411	9104831107	slgov_fayatteville@wesco.com
2205 WESTINGHOUSE BLVD	RALEIGH	NC	27604	(919) 431-8520	slgov_raleigh@wesco.com
1814 HOLLAND DR	GRAND ISLAND	NE	68803-5624	3083849700	slgov_grandisland@wesco.com
3100 N 33RD ST	LINCOLN	NE	68504-1575	4024675311	slgov_lincoln@wesco.com
13535 F ST	OMAHA	NE	68137-1109	4023332900	slgov_omaha@wesco.com
2110 W BENDER BLVD	HOBBS	NM	88240-4920	5753970131	slgov_hobbs@wesco.com
5525 POLARIS AVE STE A	LAS VEGAS	NV	89118-2417	7022537660	slgov_lasvegas@wesco.com
1161 E GLENDALE AVE	SPARKS	NV	89431-6414	7753535400	slgov_reno@wesco.com
10203 AVENUE D	BROOKLYN	NY	11236	(718) 326-4401	slgov_newyorkcity@wesco.com
101-01 AVENUE D	BROOKLYN	NY	11236	(718) 342-5790	slgov_brooklyn@wesco.com
120 GALLERIA DR	BUFFALO	NY	14225-5133	7166847300	slgov_buffalo@wesco.com
500 PRIME PLACE	HAUPPAUGE	NY	11788	(631) 582-4770	slgov_hauppauge@wesco.com
331 MILL ST	POUGHKEEPSIE	NY	12601	(845) 452-9000	slgov_poughkeepsie@wesco.com
1523 MOUNT READ BLVD	ROCHESTER	NY	14606-2823	5854581100	slgov_rochester@wesco.com
6581 TOWNLINE RD	SYRACUSE	NY	13206-1118	3154345500	slgov_syracuse@wesco.com
424 COMMERCE RD	VESTAL	NY	13850-2204	6077291561	slgov_binghamton@wesco.com
465 NEWELL ST	WATERTOWN	NY	13601-2427	3157887700	slgov_watertown@wesco.com
6860 ASHFIELD DR	CINCINNATI	OH	45242-4108	5135424300	slgov_cincinnati@wesco.com
4741 HINCKLEY INDUSTRIAL PKWY	CLEVELAND	OH	44109-6004	2167410441	slgov_cleveland@wesco.com
2256 CITYGATE DRIVE	COLUMBUS	OH	43219-3851	6142945593	slgov_columbus@wesco.com
2080 WINNERS CIR	DAYTON	OH	45404-1130	(937) 228-9668	slgov_dayton@wesco.com
2100 HARDING HWY STE A	LIMA	OH	45804-3443	4192278000	slgov_lima@wesco.com
8431 SOUTH AVE STE 3	YOUNGSTOWN	OH	44514-3665	3307267075	slgov_youngstown@wesco.com
500 N PENNSYLVANIA AVE	OKLAHOMA CITY	OK	73107-6402	4052325521	slgov_oklahomacity@wesco.com
1939 WEST 2ND AVENUE SUITE B1	EUGENE	OR	97402	(541) 225-2100	slgov_eugene@wesco.com
2345 NW 31ST AVE	PORTLAND	OR	97210-2033	5032214400	slgov_portlandor@wesco.com
759 Roble Rd. Suite 2	ALLENTOWN	PA	18109	484-246-3100	slgov_lehighvalley@wesco.com
221 S 10TH ST STE A	LEMOYNE	PA	17043-1775	7179014844	slgov_harrisburg@wesco.com
1 WESCO DR	MURRYSVILLE	PA	15668	7247336800	slgov_murrysville@wesco.com
5TH AVE & 14TH	NEW BRIGHTON	PA	15066	7248431810	slgov_newbrightonpa@wesco.com
2505 BOULEVARD OF THE GENERALS	NORRISTOWN	PA	19403-3698	6105394796	slgov_philadelphia@wesco.com
24 39TH ST	PITTSBURGH	PA	15201-3205	4126881050	slgov_pittsburgh@wesco.com
24 PARKWAY BLVD	YORK	PA	17404-2722	7178430891	slgov_york@wesco.com
1811 WALL STREET	FLORENCE	SC	29503	(843) 667-8632	slgov_florence@wesco.com
1334 MILLER RD	GREENVILLE	SC	29607-5710	8644587584	slgov_greenville@wesco.com
7431 INDUSTRY DR	NO CHARLESTON	SC	29418	(843) 767-0484	slgov_charleston@wesco.com
100 BRANCH ROAD	WEST COLUMBIA	SC	29170	(803) 936-9400	slgov_columbia@wesco.com
430 CLAY ST	KINGSPORT	TN	37660-3666	4232476195	slgov_kingsport@wesco.com

1400 FORT NEGLEY BLVD	NASHVILLE	TN	37203-5036	6152427301	slgov_nashville@wesco.com
3815 W CARDINAL DR	BEAUMONT	TX	77705-4411	4098426400	slgov_beaumont@wesco.com
912 N FLORIDA ST	BORGER	TX	79007-3750	8062745376	slgov_borger@wesco.com
1105 HOWARD DR	DEER PARK	TX	77536-2638	2814799975	slgov_deerpark@wesco.com
6510 GATEWAY BLVD E	EL PASO	TX	79905-2017	9157791435	slgov_elpaso@wesco.com
7049 BROOKHOLLOW WEST	HOUSTON	TX	77040	(281) 848-1900	slgov_houston@wesco.com
9400 ROYAL LANE SUITE 100	IRVING	TX	75063	(972) 819-1970	slgov_dallas@wesco.com
337 W COTTON ST	LONGVIEW	TX	75601-6223	9037574290	slgov_longview@wesco.com
520 34TH ST	LUBBOCK	TX	79404-2130	8067473256	slgov_lubbock@wesco.com
208 S WILLIAMS ST	ODESSA	TX	79763	4323320276	slgov_odessa@wesco.com
306 E NAKOMA ST	SAN ANTONIO	TX	78216-2705	2103411801	slgov_sanantonio@wesco.com
1080 SOUTH DEPOT DR.	OGDEN	UT	84404	(801) 605-5630	slgov_ogden@wesco.com
3210 S 900 W	SALT LAKE CITY	UT	84119-3318	(801) 975-0600	slgov_saltlakecity@wesco.com
418 ABERDEEN RD	HAMPTON	VA	23661-1324	7578266730	slgov_hampton@wesco.com
12141 WILFONG CT	MIDLOTHIAN	VA	23112	804-253-8900	slgov_richmond@wesco.com
1270 BOLTON ST	NORFOLK	VA	23504-2829	7576257451	slgov_norfolk@wesco.com
1255 TRAPPER CIRCLE NW	ROANOKE	VA	24012	5403443271	slgov_roanoke@wesco.com
6949 W DESCHUTES AVE	KENNEWICK	WA	99336-6703	5097831397	slgov_kennewick@wesco.com
2233 6TH AVE S	SEATTLE	WA	98134-2001	2062924141	slgov_seattle@wesco.com
2025 E TRENT AVE	SPOKANE	WA	99202-2947	5094567501	slgov_spokane@wesco.com
3176 HOLMGREN WAY	GREEN BAY	WI	54304-5770	9203368002	slgov_greenbay@wesco.com
1520 SOUTH 41ST ST	MANITOWOC	WI	54220	(920) 684-6653	slgov_manitowoc@wesco.com
4111 W MITCHELL ST STE 500	MILWAUKEE	WI	53215-1737	4148311504	slgov_milwaukee@wesco.com
47 ENGLEWOOD CT	SHEBOYGAN FALLS	WI	53085	(920) 467-6100	slgov_sheboyganfallas@wesco.co
256 RAGLAND RD	BECKLEY	WV	25801-9767	3042528633	slgov_beckley@wesco.com
1403 JOHNSON AVE	BRIDGEPORT	WV	26330-1014	3048427844	slgov_bridgeport@wesco.com
7 STONECREST DR	HUNTINGTON	WV	25701-9392	3045297111	slgov_huntington@wesco.com
1803 EOFF ST	WHEELING	WV	26003-3732	3042325120	slgov_wheeling@wesco.com
2 WINLAND CT	GILLETTE	WY	82718-6941	3076870014	slgov_gillette@wesco.com
500 MAINLINE AVE	GREEN RIVER	WY	82935-9601	3078754910	slgov_greenriver@wesco.com

APPENDIX I

Evaluation Questionnaire / Self Checklist

PRODUCTS/PRICING (40 POINTS)

1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device?

X Yes ☐No

2. Is there a price list for all available products/services on a corresponding electronic device?

X Yes ☐No

3. Did you provide the warranty information that is offered by your company?

X Yes ☐No

4. Will customers be able to verify they received the contract price?

X Yes ☐No

Please explain how they would verify the contract price.

To verify pricing, members have the option to utilize WESCODirect. WESCODirect provides customers with web based price quote, part selection and electronic purchasing. This system will have the pricing populated at real-time. All of this is done via the web, so no software or local network are required.

5. What payment methods do you accept?

A. EFT B. Credit Card

PERFORMANCE CAPABILITY (30 POINTS)

1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
X Yes ☐No

2. What is the capability of your company to respond to emergency orders?
Please explain what actions you would take.

WESCO is partnered with more than 18,000 suppliers and as it is impossible to stock material from every supplier, the relationships that WESCO has enables us to expedite material to satisfy the customers' needs. For non-stock material, WESCO will provide an estimated time of arrival at the time of the order of the material and update the customer as to the progress of the shipment.

Emergency service is available 24 hours a day, 7 days a week from any of our branches or distribution centers. In our experience, customer emergencies are infrequent once an accurate and reliable supply process is established. Proper planning and preparation are essential if they are to be handled quickly and effectively. As we do for all of our key customers, we intend to customize an emergency service process to suit the specific needs and requirements of the Participating Agencies. Our typical plan includes:

- A hierarchical list of key contacts including names, addresses, and telephone numbers. These individuals have the knowledge, ability, and authority to open the local branch, withdraw stock, and ship or deliver items via expedient means.
- A single "800" number, answered by an employee of WESCO or by an answering service, who would take a description of the problem, note return phone numbers, and refer to the appropriate branch employee.

3. Please provide your company's average fill rate over the last three fiscal years.

1) 2012 - 94.9%

2) 2013 - 95.3%

3) 2014 - 95.5%

4. Please provide your company's average on time delivery rate over the last fiscal year.

At WESCO, the top priority is to provide outstanding customer service. We strive to continually improve the processes that impact the quality of service that we deliver to our customers. The WESCO management philosophy is demonstrated every day by our employees' sense of urgency in consistently delivering the highest level of service to our customers. Our number one priority is to provide our customers with the right products, at the right place, at the right time.

- Distribution Centers process orders and ships the material as explained in the Purchase Order.
- If any backorders exist, WESCO will process a PO with the respective manufacturer within 24 hours. Backorders are automatically filled and not cancelled
- WESCO's goal is to deliver material 24 hours ARO for material available in the local stock

5. Does your company agree to the following statement on shipping charges "All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing"?

☐ Yes **X** No

If not please explain.

Shipments of material are generally made via WESCO truck, UPS or a common carrier. Freight charges for WESCO core products shall be Prepaid and Allowed. For any large LTL type of shipments, shipments to outlying and remote areas, and for expedited/overnight shipping per the customers' request, this shall be Prepaid and Charge. The shipping charge will be added to the customer's invoice.

WESCO maintains sales locations in Alaska and Hawaii. In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.

6. What is your company's return and restocking policy? Are there any applicable fees?

Please provide a brief description and example.

WESCO Distribution Return Policy :

- Customer may return material for any reason at the branch or distribution center from which the material was shipped, subject to WESCO prior approval, which will not be unreasonably withheld. Prior to returning material, contact your WESCO salesperson for approval and instructions.
- If permission for return is granted, WESCO shall issue a Return Authorization number, and material approved for return should be sent back to WESCO within 30 days after the issuance of the RA number.
- Returns are subject to manufacturing restocking fees, if any.
- Material return requests greater than 60 days after the customer receipt of the material may not be approved for return.
- WESCO will only accept the return of materials that were purchased directly from WESCO.
- Approved return material must be returned unused and in re-sellable condition in order to receive credit. Electrical components must be unopened in order to be considered re-sellable.
- Any non-stock/special made-to-order product that cannot be returned to the WESCO material manufacturer will not receive return authorization and the customer will not be issued credit.
- The customer will be notified in the event material received back to WESCO is deemed not creditable and to determine to either scrap or return the material back to the customer, at the customer's expense.

7. What is your company's history of meeting shipping and delivery timelines?

WESCO Distribution, Inc. carrier partnerships are nationally, regionally and locally based. WESCO is capable of providing a wide range of shipping services, from shipping small parcels to shipments that are multiple truck loads. WESCO can also offer expedited deliveries from next flight out airfreight to local messenger deliveries. WESCO is always looking for capabilities of our carriers and comparing those to service needs to our customers. We will assign the appropriate carrier based on the final destination location, delivery services required, and delivery date to ensure the most economical shipping costs. WESCO is also fully capable of utilizing and in-house carrier a customer specifies with prior notification. WESCO deals with over 30 core carriers including UPS, FedEx, Purolator, CH Robinson, Estes Express, RandL, Southeastern Freightlines and Canadian Freightways as well as many other long haul, regional and super regional LTL carriers. WESCO tenders over 2 million packages per year to its package carriers and several hundred thousand shipments to its LTL carriers.

Generally, WESCO can deliver in stock items to all of TCPN member locations on a same day or next day basis depending on your locations specific needs. Same day shipments will require a cutoff time, to be established between WESCO and individual agency. Orders placed before the cutoff time would be delivered the same day, order placed after the cutoff time will be delivered the following day. Same day deliveries will be made via WESCO truck and/or local contract carrier.

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? If not, please explain.

X Yes ☐No

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15

X Yes ☐No

10. What is your company's current invoicing process?

WESCO provides an invoice to the customer which is sent out the day following the shipment. The invoice will include the items shipped on that shipment only. Standard terms are NET 30.

<u>All packing slips and invoices will contain the following information:</u>

- Packing Slips -
- Line item description;
- Date ordered;
- Quantity ordered;
- Quantity included in shipment;
- Any backordered items;
- Unit Price and extension;

- Number of parcels;
- Purchase Order Number;
- Purchasing entity name;
- WESCO sales order number;
- Customer Purchase Order or Reference Number;

Invoices:

- Everything listed in the Packing Slip plus;
- Unit Price;
- Total line item price;
- Applicable tax;
- Applicable shipping cost;
- Total invoice amount;
- Remit to address;

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20?

X Yes ☐No

12. Did you provide your Dun & Bradstreet number?

X Yes ☐No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14?

X Yes ☐No

QUALIFICATION AND EXPERIENCE (20 POINTS)

1. What is your company's reputation in the marketplace?

WESCO competes directly with global, national, regional and local distributors of electrical and other industrial supplies. Competition is primarily focused on the local service area, and is generally based on product line breadth, product availability, service capabilities and price. WESCO also competes with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, WESCO believes it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade

exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.

Market Leadership - Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support and locally based service has enabled us to establish a strong presence in our served markets. WESCO has utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.

2. What is the reputation of your products and/or services in the marketplace?

Broad Product Offering and Value-added Services - WESCO provides a wide range of products, services and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs and enhance safety. Our broad product offering and stable source of supply enables us to consistently meet virtually all of a customer's product, MRO and OEM requirements.

3. Does your company have past experience with Region 4 ESC and/or TCPN members?

If so, please list them and their contact information (Up to five).

WESCO has established business relationships with many TCPN members. We have listed five as an example;

- Granite School District, UT
- San Ramon USD, CA
- Fresno USD, CA
- San Diego USD, CA
- Highline SD-401, WA

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?

X Yes ☐No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7?

X Yes ☐No

6. What past experience does your company have working in the government sector?

WESCO prides itself in creating a dedicated National Government Team that oversees the sales programs and contracts that are in place. WESCO has implemented an oversight process which

ensures that all aspects of a contract are being followed according to the Scope and Terms & Conditions.

WESCO currently has 10 Regional Government Managers (RGM's) that are assigned by territory to lead the transition and successful implementation of new activities to successfully satisfy implementation on new procurement, service and support processes. The WESCO Government Team has been in place for more than 6 years that includes VP of Government, RGM Director, GM-SLED, and a Contract & Compliance department to assist with contract and agreement policies.

7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24?

X Yes ☐No

8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16?

X Yes ☐No

9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F?

X Yes ☐No

10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds

X Yes ☐No

11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds?

X Yes ☐No

VALUE ADD (10 POINTS)

1. Did you submit a marketing plan as per APPENDIX F, Question 17?
Yes.

2. Did you provide a national sales training plan as per APPENDIX F, Question 21?
Yes.

REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name: *City of Phoenix*
Contact Name & Title: *Lee Lilya*
City & State: *Phoenix, AZ*
Phone Number: *602-262-5020*
Years Serviced: *10+*
Description of Services: *Electrical & Lighting Supplies*
Annual Volume: *$3M +*

Entity Name: *University of Illinois*
Contact Name & Title: *Kayce Bohlen*
City & State: *Champaign, IL*
Phone Number: *217-244-9177*
Years Serviced: *10+*
Description of Services: *Electrical & Lighting Supplies*
Annual Volume: *$4M +*

Entity Name: *City of Cincinnati*
Contact Name & Title: *Mark Menkhaus*
City & State: *Cincinnati, OH*
Phone Number: *513-352-3274*
Years Serviced: *10+*
Description of Services: Electrical Supplies
Annual Volume: *$700K +*

Entity Name: *City of Dallas*
Contact Name & Title: *Kent Brown*
City & State: *Dallas, TX*
Phone Number: *214-670-3391*
Years Serviced: *10+*
Description of Services: *Lighting Supplies*
Annual Volume: *$500K +*

Entity Name: *Michigan State University*
Contact Name & Title: *Melinda Phillips*
City & State: *Lansing, MI*
Phone Number: *517-884-6168*
Years Serviced: *7+*
Description of Services: *Electrical Supplies*
Annual Volume: *$60K +*

REFERENCES CONTINUED

Entity Name: *City of San Diego*
Contact Name & Title: *Jeff Jungers*
City & State: *San Diego, CA*
Phone Number: *619-533-4088*
Years Serviced: *5+*
Description of Services: *Electrical, Lighting & MRO Supplies*
Annual Volume: *$3M +*

Entity Name: *City of Chandler*
Contact Name & Title: *Kristy Garcia*
City & State: *Chandler, AZ*
Phone Number: *480-782-2402*
Years Serviced: *10+*
Description of Services: *Electrical Supplies*
Annual Volume: *$150K +*

Entity Name: *San Felipe DR CISD*
Contact Name & Title: *Billie Mills*
City & State: *Del Rio, TX*
Phone Number: *830-778-4230*
Years Serviced: *10+*
Description of Services: *Electrical & Lighting Supplies*
Annual Volume: *$30K +*

Entity Name: *Dallas ISD*
Contact Name & Title: *Don Friedel*
City & State: *Dallas, TX*
Phone Number: *972-925-4118*
Years Serviced: *10+*
Description of Services: *Electrical Supplies*
Annual Volume: *$25K +*

Entity Name: *Hondo ISD*
Contact Name & Title: *Naomi Bryant*
City & State: *Hondo, TX*
Phone Number: *830-426-7650*
Years Serviced: *7+*
Description of Services: *Electrical & Lighting Supplies*
Annual Volume: *$15K +*

VALUE ADD

WESCO can help the TCPN members maximize productivity while saving money. Our extensive line of LEAN Customer Value Creation Solutions can streamline operations in a variety of areas by providing energy, project management, working capital, and procurement solutions. These solutions include, but are not limited to:

- Data Center Assessment
- Data Center Cooling System Evaluation
- Data Center Power System Evaluation
- *NETWORK CLOSET ASSESSMENT*
- Job Trailers
- New Construction Lighting
- Power Distribution Services
- Prefabricated Systems
- WESCO's e-Capabilities
- eStock
- Online Procurement Websites
- Online Services
- Aftermarket Life Extension and Modernization
- Automation Engineering
- Combustion Management
- Motor and Pump Performance Assessment
- Motor Control Upgrades
- Power Metering Analytics
- Power Quality
- Alternative Energy Assessments
- Recycling Services
- Sustainability Planning
- Water Conservation Assessments
- Cable Management
- Kitting
- LEAN Labeling and 5S Signage Assessment
- Arc Flash Training and Review
- Emergency and Disaster Preparedness
- Lockout/Tagout
- PPE Assessment
- Spill and Leak Remediation Assessment
- Wiring Device Maintenance Assessment
- Industrial Vending
- LEAN Inventory
- Vendor Managed Inventory (VMI)
- Applications and Product Training
- Product Standardization
- Turnkey Lighting Services

DOC # 1

Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: WESCO Distribution Inc

Title of Authorized Representative: Lee Osterman, General Manager WESCO Government

Mailing Address: 225 West Station Square Drive, Pittsburgh PA 15219

Signature: _____

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: WESCO Distribution Inc

Title of Authorized Representative: Lee Osterman, General Manager WESCO Government

Mailing Address: 225 West Station Square Drive, Pittsburgh PA 15219

Signature: _____

LOBBYING CERTIFICATION

DOC#3

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature of Respondent

12/10/14
Date

CONTRACTOR CERTIFICATION REQUIREMENTS

DOC#4

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Signature of Respondent: _____ DATE: 12/10/14

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

VENDOR: **WESCO Distribution Inc**

225 West Station Sq Drive

Pittsburgh, PA 15219

PHONE: **412-454-2200**

FAX: **412-222-0204**

Vendor Signature:

Printed Name: **Rob Bezjak**

Position with Company: **GM SLED Sales**

Authorizing Official:

Printed Name: **Lee Osterman**

Position with Company: **GM Government Sales**

DOC # 6

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: WESCO Distribution Inc
Street: 225 West Station Square Drive
City, State, Zip Code: Pittsburgh, PA 15219

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in_____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Lee Osterman, an authorized representative of WESCO Distribution, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none

NONE

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/10/14
Date

Authorized Signature/Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: **WESCO Distribution Inc.**

Street: 225 WEST Station Square Drive

City, State, Zip Code: **Pittsburgh, PA 15219**

State of Pennsylvania

County of Allegheny

I, *Lee Osterman* *of the* *City of Pittsburgh*
Name *City*

in the County of *Allegheny*, *State of* *Pennsylvania*
of full age, being duly sworn according to law on my oath depose and say that:

I am the *General Manager, Government Sales* *of the firm of* *WESCO Distribution Inc*
Title *Company Name*

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that The Cooperative Purchasing Network relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

WESCO Distribution Inc
Company Name

Authorized Signature & Title
GM, GOVERNMENT

Subscribed and sworn before me

this 3rd day of December, 2014

Notary Public of Pennsylvania

My commission expires September 10, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kimberly L. West, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 10, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

SEAL

Affirmative Action Affidavit

Company Name: WESCO Distribution Inc.

Street: 225 West Station Square Drive

City, State, Zip Code: Pittsburgh, PA 15219

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts
(Exhibit A) Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____

OR

2. A photo copy of their Certificate of Employee Information Report X

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form

AA201-A upon receipt from _____
(Agency) _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/10/14
Date

Authorized Signature and Title

co= P582272
u= P582272

EQUAL EMPLOYMENT OPPORTUNITY
2013 EMPLOYER INFORMATION REPORT
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. WESCO DISTRIBUTION INC
225 WEST STATION SQUARE DRIVE
SUITE 700
PITTSBURGH, PA 15219

2.a. WESCO DISTRIBUTION INC
225 WEST STATION SQUARE DRIVE
SUITE 700
PITTSBURGH, PA 15219

c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:944376284

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			********** MALE **********						********** FEMALE **********						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	18	1	0	0	0	0	2	0	0	0	0	0	21
FIRST/MID OFFICIALS & MGRS	50	27	957	26	1	13	2	2	356	8	1	8	2	2	1455
PROFESSIONALS	21	17	416	13	1	17	0	0	263	11	1	20	1	1	782
TECHNICIANS	1	0	3	1	0	0	0	0	0	0	0	0	0	0	5
SALES WORKERS	83	40	1612	40	7	23	16	3	459	12	1	7	5	8	2316
ADMINISTRATIVE SUPPORT	20	43	113	7	0	0	0	1	372	34	3	4	0	5	602
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	17	0	129	24	1	0	2	2	2	0	0	0	0	0	177
LABORERS & HELPERS	105	22	501	126	6	25	8	5	121	28	3	5	0	1	956
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	297	149	3749	238	16	78	28	13	1575	93	9	44	8	17	6314
PREVIOUS REPORT TOTAL	262	148	3522	205	12	70	24	0	1435	86	7	44	8	0	5823

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 07/01/2013 THRU 07/15/2013

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: KIMBERLY WINDROW
TITLE: VP, HUMAN RESOURCES
EEO-1 REPORT CONTACT PERSON: MARCOS MENDEZ
TITLE: HRIS ANALYST
EMAIL: mmendez@wescodist.com
TELEPHONE NO: 4124544847

CERTIFIED DATE[EST]: 09/27/2013 08:35 AM

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A.
19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	WESCO Distribution Inc.		
Address:	225 West Station Square Drive		
City:	Pittsburgh	State: PA	Zip: 15219

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	LEE OSTERMAN	GM, GOVERNMENT

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12
months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
WESCO Distribution did not have any reportable political contributions prior to submission of this RFP			$

Check here if the information is continued on subsequent page(s)

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: **WESCO Distribution Inc**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

X I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

Partnership **X** Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders: N/A

Subscribed and sworn before me the ~~10th~~ 3rd day of December 2014

(Affiant)

GM, Government

(Print name & title of affiant)

(Notary Public)

My Commission Expires: September 10, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Kimberly L. West, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Sept. 10, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Corporate Seal)

Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between March 2 – 25, 2015.

If awarded, our company will plan to attend vendor orientation on Mar 11th 2015.

Potential attendees will include:

Lee Osterman, General Manager, WESCO Government

Robert Bezjak, General Manager, State, Local and Education Sales

Eric Anderson, Manager, State, Local and Education

Signature: _____ Date: 12/10/14

ACKNOWLEDGMENT AND ACCEPTANCE OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

X We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

12/16/2014
Date

General Manager, WESCO Government
Authorized Signature & Title