



WESCO®

RESPONSE TO



Region 4 Education Service Center ("ESC")

**MRO Supplies &
Related Services**

**Solicitation Number
19-20**

December 9, 2019

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2020 by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of _____ ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_____ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, 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 are incorporated into the 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 Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) **Scope:** Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) 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:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) 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.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) 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 change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract 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 or material 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 or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

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 immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor 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 Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) 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 Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) 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.

- e) Standard Cancellation. Region 4 ESC 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.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor 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 if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. 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 Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, 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 manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor'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 provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit; 4) change in market conditions.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves 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. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing 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 that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor'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.


- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor 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.
- 20) 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. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. 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.
- 21) 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.
- 22) 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.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC 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.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees 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. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor 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.
- 26) Safety measures. Contractor 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. Contractor 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.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, 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 Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor 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 Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, 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.

Company Name WESCO Distribution, Inc.
Address 225 W. Station Square Dr.
City/State/Zip Pittsburgh, PA 15219
Telephone No. 245-632-1547
Email Address losterman@wesco.com
Printed Name Lee Osterman
Title VP- Commercial, Institutional & Gov't
Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

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

- ☒ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

WESCO reserves the right, upon award of the bid and WESCO's acceptance, to negotiate commercially reasonable terms and conditions.

Section	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
		Draft Contract between Region 4 Educations Service Center and Contractor	
7	Assignment of Contract	WESCO requests the right to verify the credit worthiness and financial stability of any assignee	
9	Contract Alterations	WESCO cannot allow unilateral changes to terms. Any changes must be mutually agreed upon.	
11	Termination of Contract	Clarification is requested as to the difference between 11(a) and 11(b). Nevertheless, WESCO requests a notice and cure period for termination for cause.	
13	Survival Clause	Warranty periods shall survive for a period of one (1) year from the date of the invoice provided the goods have been subject to normal and proper usage.	
16	Payment	WESCO's standard payment terms are net 30 days from the date of invoice.	
17	Price Adjustments	WESCO would like to include language specific to firm pricing, pricing for Goods with metal content and unusual price volatility due to tariffs.	
18	Audit Rights	Any audits should be conducted by the customer or an independent 3 rd party auditor that does not take commissions for their audit work. WESCO also seeks to limit any audits to once per year and only for	

		work done in the year preceding the audit. WESCO seeks removal of setoff and withholding language.	
20	Stored Materials	WESCO requests discussion to ensure obligations are mutually agreeable.	
30	Indemnity	WESCO will indemnify the customer for all 3 rd party claims for bodily injury and property damage caused by WESCO's negligence while engaged under the Agreement.	
	Liability	WESCO seeks the insertion of a Limitation of Liability which includes a mutual waiver of consequential damages and a reasonable cap on direct damages.	
		Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement	
	Liability	WESCO seeks the insertion of a Limitation of Liability which includes a mutual waiver of consequential damages and a reasonable cap on direct damages.	

For legible and readability, please refer to the excel document titled :

“OMNIA Partners – 19-20_MarketBasket_Appendix E – WescoSubmit” found on the provided flash drives.

OFFEROR ITEM NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	Notes
64396			3-6 AO WHITE SUBWAY TILE						
6005			2-4-8 KD WM SELECT STUD						
446993			12-24 LEONIA SILVER PORC TILE SS						
16351			ARM 12-IN X 12-IN EXCLN WH VNL TL						
10385			80-lb Gray High Strength Concrete Mix						
408697			Deanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in, Actual: 13.07-in X 13.07-in)						
92384			40-LB ICE MELT						
940			1-4-8 2 TC WHITEWOOD BOARD						
222710			QUIKRETE 50-LB CONCRETE MIX						
942			1-4-12 2 TC WHITEWOOD BOARD						
134917			OPR 50-LB PERMANT ASPHALT REPAIR						
167368			MEDIUM MOVING BOX 18-IN X 16-IN						
85291			2-CU FT PREMIUM RED MULCH						
408697			DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in, Actual: 13.07-in x 13.07-in)						
911387			WATERCOLOR FLORAL FABRIC CURTAIN						
202922			5/8-5-1/2-6 DE PT PICKET						
63306			HM 1-CT 1/4-IN ZINC FLAT WASHER						
7001			2-4-8 TOP CHOICE KD WHITE FIR						
432481			BHK #8 WHITE NYLON REEL ROPE-BTF						
349184			7/16 CAT OSB SHEATHING						
12212			HM 1-CT 1/4-IN ZINC HEX NUT						
63301			HM 1-CT 3/4-IN X 1-IN ZC ENDR WAS						
68882			2 CEIL STB CR5 TEE WHITE						
62262			BHK 5/16-IN SLD BRD NYLON RP-BTF						
349181			HM 1-CT 3/8-IN ZINC FLAT WASHER						
63308			Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in)						
167368			12-INX12-IN EXCELON CL WHT VNL TL						
16352			2-4-92-5/8 KD WM SELECT STUD						
6003			5/8-5-6 DE PT PICKET						
98649			12-24 LEONIA SAND PORCLN TILE SS						
446992			HM 1-CT NO-10 3/4-IN STL FND WSHR						
61697			Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)						
118595			40-LB TOP SOIL						
97432			2-CU FT PREMIUM BROWN MULCH						
97432			HM 1-CT 3/8-IN ZINC HEX NUT						
90954			NIAGARA 32-CT PURIFIED WATER						
63303			SOS UNFINISHED CABINET'S WOODGATE						
309791			2-CU FT PINE BARK NUGGETS						
320912			PINE NEEDLES BALE						
811050			HM 1-CT 3/8-IN GALV FLAT WASHER						
92122			HM 1-CT 3/8-IN 16 GALV HEX NUT						
67390			1-2-8 PRM SPRUCE PINE FIR FS						
67341			BHK 3/32-IN CLR VNYL COAT CBL BTF						
4511			SOS 12 FT MINERAL BAY II						
338238			0404 AO WHITE TILE						
796045			2-CU FT PREMIUM BLACK MULCH						
1274			2-66-SQ FT AUGUSTINE SOD PBS						
148349			PROJECT SOURCE 2-IN CHIP BRUSH						
664919			2-4-10 TOP CHOICE KD WHITE FIR						
104023			SOS WIRING DEVICES						
437480			5/8-5-1/2-6 DE PT PICKET						
89198			HM 1-CT 5/16-IN ZINC FLAT WASHER						
635548			Fluorescent Linear Lamp TB Cool 4100K	Lighting	EACH	34.95	-95%	1.86	
63307	GE LIGHTING	F32T8/SP4L/ECO2	Fluorescent Linear Lamp TB Cool 4100K	Lighting	EACH	51.26	-95%	2.43	
484891	GE LIGHTING	F28T8/AL/SP4L/ECO	Standard Battery AA Alkaline PK24	Batteries	EACH	0.78	-59%	0.32	
130073	DURACELL	PC1500BKD	Fluorescent Linear Lamp TB Neutral 3500K	Lighting	EACH	34.95	-94%	1.97	
77726	GE LIGHTING	F32T8/SP35/ECO2	Trash Bags 45 gal., 2.00 mil, PK100						
66106	TOUGH GUY	29WK94	Standard Battery AAA Alkaline PK24	Batteries	EACH	0.8	-59%	0.33	
62712	DURACELL	P2400BKD	Insect Repellent Aerosol 6 oz.	Outdoor Supplies	EACH	8.5	-39%	5.17	
57806	OFF	629J50	Fluorescent Lamp T8 Very Cool 5000K	Lighting	EACH	49.2	-95%	2.41	
56177	GE LIGHTING	F34/C41L/WM/ECO	Fluorescent Lamp T8 Very Cool 5000K	Lighting	EACH	34.95	-95%	1.77	
55602	GE LIGHTING	F32T8/SP50/ECO2	Safety Glasses, Clear Uncoated						
44433	CONDOR	4E197	Std Cap. Pleated Filter, 20x25x2, MERV7						
43635	AIR HANDLER	2W2233	Toller Bowl Cleaner 32 oz. Bottle						
43029	TOUGH GUY	2LEF8	Std Cap. Pleated Filter, 16x20x2, MERV7						
40463	AIR HANDLER	2W2230	Std Cap. Pleated Filter, 16x25x2, MERV7						
38548	AIR HANDLER	2W2231							

10663	AIR HANDLER	68938	High Cap. Pleated Filter, 20x20x1, MERV8						
10553	AIR HANDLER	SW609	Std Cap. Pleated Filter, 16x20x1, MERV7						
10590	PURELL	9652-12	Hand Sanitizer Bottle, Gel						
10507	TOUGH GUY	331168	Bleach, 1 gal. Chlorine Bottle, PK3						
10422	CONDOR	1PY16	Safety Glasses, Clear						
10318	RAYOVAC	944C	Corrugated Moving/Storage Box, 32 ECT						
10247	MICROFLEX	MK-296-XL	Lantern Battery, Heavy Duty, 6V Spring Term						
10212	MICROFLEX	N644	Disposable Gloves, Nitrile, XL, Black, PK100						
9992	AIR HANDLER	68933	Disposable Gloves, Nitrile, XL, Black, PK100						
9984	RUST-OLEUM	206043	High Cap. Pleated Filter, 20x24x2, MERV8						
			Athletic Field Striping Paint, White						
			TORQ "CB" (NFSCA)						
			1/4 USS ALLOY FLAT WASHER						
			1/4 SUPER PRIM DRILL						
			3/8 USS ALLOY FLAT WASHER						
			GLOSS BLACK PAINT						
			16-34 FAST HS BUTT CONN						
			3/8 SUPER PRIM DRILL 1-PK						
			1/8 SUPER PRIM DRILL						
			5/16 USS ALLOY FLAT WASHER						
			3/16 SUPER PRIM DRILL						
			1/4 USS GR8 HEX NUT						
			1/2 SUPER PRIM DRILL						
			14X1 HWH DR PT SCREW						
			5/32 SUPER PRIM DRILL						
			3/8 USS GR8 HEX NUT						
			9/64 SUPER PRIM DRILL						
			5/16 SUPER PRIM DRILL						
			5/16 USS GR8 HEX NUT						
			1/4 USS FLAT WASHER						
			3/2 USS ALLOY FLAT WASHER						
			3/32X4 BLX CABLE TIE						
			12X1 HWH DR PT SCREW						
			25/64 SUPER PRIM DRILL						
			17/64 SUPER PRIM DRILL						
			22-18 FAST HS BUTT CONN						
			FAST HS BLUE/RED BUTT CON						
			1/4 SAE ALLOY FLAT WASHER						
			7/64 SUPER PRIM DRILL						
			7/16 USS ALLOY FLAT WASHER						
			13/64 SUPER PRIM DRILL						
			1/2 USS GR8 HEX NUT						
			11/64 SUPER PRIM DRILL						
			INTER-LUBE PENT GREASE						
			3/8 SAE ALLOY FLAT WASHER						
			#4 MINI HOSE CLAMP						
			1/4 GR8 LOCKWASHER						
			3/8 GR8 LOCKWASHER						
			5/16 USS FLAT WASHER						
			3/8 USS FLAT WASHER						
			16-34 NY BUTT CONNECTOR						
			3/32 SUPER PRIM DRILL						
			1/2X6 SHRINK TUBING						
			7/32 SUPER PRIM DRILL						
			3/8-16 GD8 NYLON LOCKNUT						
			5/16 GR8 LOCKWASHER						
			1/4-20 GD8 NYLON LOCKNUT						
			15A MINI FUSE						
			DOT PUSH-IN UNION						
			5/16 SAE ALLOY FLAT WASHER						
			9/64X6 BLK CABLE TIE						
94611			Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 3" Bundle Diameter						
94610			Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter						
94613			Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 Lbs Minimum Loop Tensile Strength, 4" Bundle Diameter						
94612			Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 Lbs Minimum Loop Tensile Strength, 4" Bundle Diameter						
94609			Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 Lbs Minimum Loop Tensile Strength, 7/8" Bundle Diameter						
88445			Flat Washer, Thru-Hardened USS, Zinc Finish, Steel, 1/4						
88447			Flat Washer, Thru-Hardened USS, Zinc Finish, Steel, 3/8						
88446			Flat Washer, Thru-Hardened USS, Zinc Finish, Steel, 5/16						
A528			Lock Washer, Alloy Steel, Zinc Finish, 1/4						
FA502			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16						
A529			Lock Washer, Alloy Steel, Zinc Finish, 5/16						
A101			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18						
A100			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20						

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CATEGORY	WESCO Category - WESCO Added	SubCategory- WESCO Added	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE %	STRUCTURE - WESCO Added
Misc	TOOLS	TOOLS	3M	4	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	CABLE TIES	3M	4	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS	3M	5	Disc. from MSRP
Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	HEAT SHRINK TUBING	3M	4	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	LUGS	3M	9	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	3M	9	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	TERMINALS (STA-KONs)	3M	14	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	TOOLS AND KITS	3M	5	Disc. from MSRP
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	WIRE CONNECTORS	3M	4	Disc. from TSEC
Electrical	TRANSFORMERS, METERS, OVERHEAD	OIL FILLED, POWER	ABB	22	Cost Plus
Electrical	TRANSFORMERS	CONTROL TYPE	ACME	15	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	ACME	14	Disc. from TSEC
Misc	MARKERS, SIGNS, POSTS	MAINTENANCE PRODUCTS	ACP INTERNATIONAL	22	Cost Plus
Electrical	DATACOMM	FIBER CABLE	AEL TELECOMMUNICATIONS	22	Cost Plus
Misc	PHONES & NOTIFICATION	INTERCOM	AIPHONE	10	Disc. from MSRP
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	AIW	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	ALLIED - POWERSTRUT	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	ALLIED - POWERSTRUT	45	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	POWER/CONTROLS	ALTRONIX	10	Disc. from MSRP
Electrical	DISTRIBUTION EQUIPMENT	BRACKETS, BRACES DEADENDS	ALUMAFORM	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	ALUMINUM CONDUIT NIPPLES	30	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	ALUMINUM ELS & COUPS	43	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	AMERICAN FASTENER	56	Disc. from TSEC
Fasteners	SECURITY & ACCESS CONTROL	TRANSCIVER	AMERICAN FIBERTEK	10	Disc. from MSRP
Lighting	LIGHTING	NON-HAZARDOUS	AMERICAN LIGHTING	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	ANAMET	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	ANAMET	22	Cost Plus
Electrical	POWER PROTECTION	UPS/PDU'S	APC	30	Disc. from MSRP
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	APPLETON	19	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	APPLETON	25	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	APPLETON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	APPLETON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	APPLETON	50	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED. HI-VOLTAGE, THERMAL, MAGNETIC	APPLETON	13	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	APPLETON	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	APPLETON	24	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	APPLETON	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	APPLETON	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	APPLETON	17	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	APPLETON	30	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	APPLETON	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	APPLETON	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	VFD, PLC, RELAYS, TIMERS, STARTERS	APPLETON	13	Disc. from TSEC
Electrical	CONTROL - OPEN & CLOSED	HAZARDOUS LOCATION	APPLETON	15	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	APPLETON	40	Disc. from TSEC
Lighting	LIGHTING	PIN & SLEEVE - NON & HAZARDOUS LOCATION	APPLETON	18	Disc. from TSEC
Electrical	WIRING DEVICES	SECURITY & ACCESS CONTROL	ARECONT VISION	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	CAMERAS	ASD LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS	ATLAS LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS	AVANAL WIRELESS SYSTEMS	5	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	POINT TO POINT WIRELESS	BELDEN	22	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	BELDEN	30	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	BERKTEK	38	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	B-LINE - EATON	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT			

Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	STRUT FITTINGS	B-LINE - EATON	45	Disc. from TSEC
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, CABLE TRAY	B-LINE - EATON	15	Disc. from MSRP
Electrical	WIRING DEVICES	CONTROL UNIT	BOSS CONTROLS	5	Disc. from MSRP
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	BRAD HARRISON	19	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	BRADY	22	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	BRIDGEPORT	44	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	BRIDGEPORT	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	BRIDGEPORT	45	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	BRIDGEPORT	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	BRIDGEPORT	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	BRIDGEPORT	51	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	BRIDGEPORT	43	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	BRIDGEPORT	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	BRYANT	37	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	BRYANT	27	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	BRYANT	18	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	BRYANT	29	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-COMMERCIAL	BRYANT	38	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	BRYANT	6	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	WIRE CONNECTORS	BUCHANAN	22	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WIRE & POWER	BUILDING WIRE (600 - COPPER)	23	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	BURNDY	16	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	WIRE PULLING LUBRICANTS	BURNDY	20	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	BURNDY	23	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	LUGS	BURNDY	24	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	BURNDY	26	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	BURNDY	14	Disc. from TSEC
Misc	TOOLS	TOOLS	BURNDY	51	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	BUSSMANN - EATON	22	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	DUAL ELEMENT	BUSSMANN - EATON	35	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	FUSE BLOCKS / HOLDERS	BUSSMANN - EATON	41	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	GLASS	BUSSMANN - EATON	47	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	LOW PEAK / AMP TRAP	BUSSMANN - EATON	50	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	MIDGET	BUSSMANN - EATON	22	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WELDING CABLE	CABLE - WELDING	33	Disc. from MSRP
Electrical	DATACOMM SUPPORT	CABLE TRAY	CARLOFIL	20	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	CADDY	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	CANTEX	55	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	CANTEX	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	NON-METALLIC	CANTEX	35	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	CARLON	56	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	CARLON	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	PVC CONDUIT FITTINGS	CARLON	23	Disc. from TSEC
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	CARLON	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	NON-METALLIC	CARLON	23	Disc. from TSEC
Electrical	ENCLOSURES	NON-METALLIC	CARLON	23	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	SURFACE RACEWAY	CARLON	22	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIREWAY	CARLON	35	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIRING DUCT	CARLON	25	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	AEROSOLS, COATINGS & CEMENT	CARLON	14	Disc. from TSEC
Misc	TOOLS	TOOLS	CARLON	22	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	CAROL CABLE	22	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, CABLE TRAY	CHATSWORTH PRODUCTS INC. (CPI)	15	Disc. from MSRP
Electrical	POWER PROTECTION	MODULES	CIRCATEL	21	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 JIC	CIRCLE A-W	46	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 2	CIRCLE A-W	5	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIREWAY	CIRCLE A-W	30	Disc. from MSRP
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	CODE BLUE CORP	30	Disc. from MSRP
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	COMMSCOPE	25	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	COMMSCOPE	30	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	COMMSCOPE	30	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	COMMSCOPE	25	Disc. from MSRP

Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	COMNET COMMUNICATIONS NETWORKS	10	Disc. from MSRP
Misc	TOOLS	TOOLS	CONDUX	0	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	CONTECH LIGHTING-LEVITON	22	Cost Plus
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	COOPER LIGHTING - EATON	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, EMERGENCY, LED	COOPER LIGHTING - EATON	22	Cost Plus
Electrical	DATACOMM CABLE	FIBER CABLE	CORNING	15	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	CORNING	15	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	FIBER TOOLS	CORNING	15	Disc. from MSRP
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	CRC	7	Disc. from TSEC
Lighting	LIGHTING	LED	CREE	20	Disc. from TSEC
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	CROUSE HINDS - EATON	40	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FS/PD BOXES	CROUSE HINDS - EATON	18	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	CROUSE HINDS - EATON	11	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	CROUSE HINDS - EATON	16	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	CONDUIT - OPEN & CLOSED	VFD, PLC, RELAYS, TIMERS, STARTERS	CROUSE HINDS - EATON	13	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	CROUSE HINDS - EATON	14	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS, EMERGENCY	CROUSE HINDS - EATON	17	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	CROUSE HINDS - EATON	11	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	CROUSE HINDS - EATON	13	Disc. from TSEC
Electrical	ENCLOSURES	NON-METALLIC	CROUSE HINDS - EATON	14	Disc. from TSEC
Electrical	CONDUIT - OPEN & CLOSED	VFD, PLC, RELAYS, TIMERS, STARTERS	CUTLER HAMMER - EATON	11	Disc. from TSEC
Electrical	FACTORY PRODUCTS	SENSORS & SWITCHES	CUTLER HAMMER - EATON	13	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	CUTLER HAMMER - EATON	17	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	CUTLER HAMMER - EATON	15	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	CUTLER HAMMER (W)	11	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	CUTLER HAMMER (W)	45	Disc. from TSEC
Electrical	TRANSFORMERS	CONTROL TYPE	CUTLER HAMMER (W)	30	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	CUTLER HAMMER (W)	30	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	DIALIGHT	5	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	SURGE PROTECTION	DITEK	15	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	D-LINK	25	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	DOORKING	10	Disc. from MSRP
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	DOTTIE	35	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	CAMERAS/HOUSINGS	DOTWORKS	8	Disc. from MSRP
Lighting	LIGHTING	EMERGENCY	DUAL-LITE	22	Cost Plus
Batteries	INDUSTRIAL MAINTENANCE	BATTERIES	DURACELL USA	12	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	FIBER PATHWAY	DURALINE	10	Disc. from MSRP
Electrical	DATACOMM CABLE	FIBER CABLE	DURALINE/AFI	10	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	DURALINE/AFI	10	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	FIBER TOOLS	DURALINE/AFI	10	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	BALANCE OF LINE	EATON ELECTRICAL PRODUCTS	10	Disc. from TSEC
Electrical	POWER PROTECTION	UPS/PDU'S	EATON POWERWARE	20	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	EDWARDS	9	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	EGS	39	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	EGS	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	EGS	44	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	EGS	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	EGS	40	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	EGS	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT & CABLE FITTINGS	EGS	41	Disc. from TSEC
Lighting	LAMPS	MINIATURE LAMPS	EIKO	54	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	RUBBER PRODUCTS - ELBOWS, TERMINATIONS	ELASTIMOLD	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	ELECTRIFLEX	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	ELECTRIFLEX	22	Cost Plus
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 IIC	ELECTROMATE	46	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 3	ELECTROMATE	46	Disc. from MSRP
Electrical	ENCLOSURES	NON-METALLIC	ELECTROMATE	47	Disc. from MSRP

Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIREWAY	ELECTROMATE	46	Disc. from MSRP
Electrical	METERS	ELECTRIC	ELSTER	22	Cost Plus
Electrical	POWER PROTECTION	UPS/PDU'S	EMERSON-LIEBERT	5	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	EMT	45	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	EMT	22	Cost Plus
Electrical	DATACOMM SUPPORT	CONDUIT	ENDOT	10	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	WIRELESS/RADIO	ENGINEUS TECHNOLOGIES	25	Cost Plus
Electrical	DATACOMM SUPPORT	CABLE TRAY	ERICO CADDY	16	Disc. from MSRP
Electrical	WIRING DEVICES	SW, RECEP.TS, PLUGS, CONN-INDUSTRIAL	ERICSON	25	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	ETHERNET CONNECTION	ETHERWAN SYSTEMS	10	Disc. from TSEC
Batteries	INDUSTRIAL MAINTENANCE	BATTERIES	EVEREADY	12	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	FEDERAL SIGNAL	20	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	FIBERTRON	37	Disc. from MSRP
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	FLEX - ALUMINUM	22	Cost Plus
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	FLEX - STEEL	22	Cost Plus
Misc	TOOLS & TEST EQUIPMENT	TESTING EQUIPMENT	FLUKE	5	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	TOOLS AND KITS	FLUKE	5	Disc. from MSRP
Lighting	LIGHTING	TEMPORARY	FOSTORIA	5	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	G&W	22	Cost Plus
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	G&W	5	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	GALV STEEL	43	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	GE DISTRIBUTION	7	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	GE DISTRIBUTION	25	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	GE DISTRIBUTION	40	Disc. from TSEC
Lighting	BALLASTS	ELECTRONIC	GE LIGHTING	82	Disc. from MSRP
Lighting	BALLASTS	FLUORESCENT	GE LIGHTING	69	Disc. from MSRP
Lighting	BALLASTS	H.I.D.	GE LIGHTING	70	Disc. from MSRP
Lighting	BALLASTS	BALANCE OF LINE	GE LIGHTING	63	Disc. from MSRP
Lighting	LAMPS	FLUORESCENT, MULT VAPOR	GE LIGHTING	88	Disc. from MSRP
Lighting	LAMPS	LED	GE LIGHTING	82	Disc. from MSRP
Lighting	LAMPS	LUCOLUX	GE LIGHTING	87	Disc. from MSRP
Lighting	LAMPS	INCANDESCENT, MERCURY VAPOR	GE LIGHTING	89	Disc. from MSRP
Lighting	LAMPS	HPS	GE LIGHTING	87	Disc. from MSRP
Lighting	LAMPS	QUARTZ	GE LIGHTING	88	Disc. from MSRP
Electrical	TRANSFORMERS	CONTROL TYPE	GE TRANSFORMERS	30	Disc. from TSEC
Electrical	TRANSFORMERS	DRY TYPE	GE TRANSFORMERS	30	Disc. from TSEC
Electrical	DATACOMM CABLE	COPPER AND FIBER CABLE	GENERAL	38	Disc. from MSRP
Electrical	CONDUIT-METAL (P.I.E.)	LIQUID TIGHT - METALLIC	GENERIC	22	Cost Plus
Electrical	CONDUIT-NON METALLIC (P.I.E.)	LIQUID TIGHT - NON METALLIC	GENERIC	22	Cost Plus
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	BALANCE OF LINE-LESS MFG EXCLUDED ITEMS	GOULD SHAWMUT	47	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	DUAL ELEMENT	GOULD SHAWMUT	32	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	FUSE BLOCKS / HOLDERS	GOULD SHAWMUT	35	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	GLASS	GOULD SHAWMUT	39	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	LOW PEAK / AMP TRAP	GOULD SHAWMUT	43	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	MIDGET	GOULD SHAWMUT	47	Disc. from TSEC
Electrical	FUSES, FUSE BLOCKS & FUSE HOLDERS	RACKS, CABINETS	GREAT LAKES & CABINETS	20	Disc. from MSRP
Electrical	DATACOMM SUPPORT	FACTORY PRODUCTS	GREENLEE	9	Disc. from TSEC
Misc	FACTORY PRODUCTS	TOOLS	GREENLEE	5	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	COPPER CONNECTORS	HITACHI	25	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS	HITACHI	25	Disc. from MSRP
Electrical	ENCLOSURES	FIBERGLASS	HOFFMAN	9	Disc. from MSRP
Electrical	ENCLOSURES	METALLIC - NEMA 12 & 4 JIC	HOFFMAN	13	Disc. from MSRP
Electrical	ENCLOSURES	NON-METALLIC	HOFFMAN	13	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIREWAY	HOFFMAN	13	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS	HOFFMAN	31	Disc. from MSRP
Lighting	LIGHTING	NON-HAZARDOUS	HOLOPHANE	22	Cost Plus
Electrical	DATACOMM CONNECTIVITY	COPPER CONNECTORS/PANELS	HUBBELL	35	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	HAND TOOLS	HUBBELL	35	Disc. from MSRP
Lighting	BALLASTS	FLUORESCENT, ELECTRONIC, HID	HUBBELL LIGHTING	22	Cost Plus
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS, EMERGENCY	HUBBELL LIGHTING	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	HUBBELL WIRING	12	Disc. from TSEC

Electrical	WIRING DEVICES	DIMMERS	HUBBELL WIRING	25	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	HUBBELL WIRING	36	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	HUBBELL WIRING	28	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	HUBBELL WIRING	18	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, COMM-COMMERCIAL	HUBBELL WIRING	26	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, COMM-INDUSTRIAL	HUBBELL WIRING	37	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	CROSSARMS, ASSEMBLIES, ETC	HUGHES BROS	22	Cost Plus
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	IDEAL	21	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	IDEAL	21	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	IDEAL	17	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	AEROSOLS, COATINGS & CEMENT	IDEAL	16	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	HEAT SHRINK TUBING	IDEAL	17	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	WIRE PULLING LUBRICANTS	IDEAL	16	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	IDEAL	14	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	LUGS	IDEAL	21	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	IDEAL	24	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	WIRE CONNECTORS	IDEAL	18	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TOOLS	IDEAL	15	Disc. from TSEC
Misc	TOOLS & TEST EQUIPMENT	HAND TOOLS/TESTERS	IDEAL	5	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	IMC	45	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT - METAL	IMC	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	LICENSE PLATE READERS	INEX TECHNOLOGIES	10	Disc. from MSRP
Electrical	ELECTRICAL SUPPLIES	SIGNALLING DEVICES, TIMERS	INTERMATIC	11	Disc. from TSEC
Electrical	CIRCUIT BREAKERS	LOW, MED, HI-VOLTAGE, THERMAL, MAGNETIC	ITE	8	Disc. from TSEC
Electrical	SAFETY SWITCHES	DOUBLE THROW & SPECIALTY	ITE	18	Disc. from TSEC
Electrical	SAFETY SWITCHES	GENERAL DUTY & HEAVY DUTY	ITE	45	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	ACCESSORIES	KIDDE	22	Cost Plus
Misc	TOOLS	TOOLS	KLEIN	5	Disc. from TSEC
Misc	TOOLS	GENERATORS	KOHLER	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	KORNS	43	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	LEGION LIGHTING	22	Cost Plus
Misc	TOOLS	TOOLS	LENOX	33	Disc. from MSRP
Lighting	LIGHTING	NON-HAZARDOUS, HAZARDOUS	LEOTEK	22	Cost Plus
Electrical	WIRING DEVICES	DIMMERS	LEVITON	28	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	LEVITON	41	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	LEVITON	30	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	LEVITON	20	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, COMM-COMMERCIAL	LEVITON	38	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, COMM-INDUSTRIAL	LEVITON	45	Disc. from TSEC
Electrical	DATA/COMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	LEVITON	25	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	LEVITON	25	Disc. from MSRP
Electrical	SECURITY & ACCESS CONTROL	POWER SUPPLIES	LIFESAFETY POWER	15	Disc. from MSRP
Lighting	LIGHTING	NON-HAZARDOUS, EMERGENCY	LITHONIA	22	Cost Plus
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	LOUISVILLE LADDERS	16	Disc. from TSEC
Misc	PHONES & NOTIFICATION	AUDIO	LOUROE ELECTRONICS	5	Disc. from MSRP
Lighting	LIGHTING	LIGHTING ACCESSORIES	LOUVERS LED	30	Disc. from MSRP
Misc	PHONES & NOTIFICATION	AUDIO	LOWELL	10	Disc. from MSRP
Electrical	WIRING DEVICES	DIMMERS	LUTRON	22	Disc. from TSEC
Misc	POLE LINE HARDWARE	OVERHEAD	MACLEAN POWER SYSTEMS	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	SECURITY/HOUSINGS	MAGNASPHERE	10	Disc. from MSRP
Electrical	BOXES	UNDERGROUND UTILITY	MARTIN ENTERPRISES	22	Cost Plus
Electrical	DATA/COMM SUPPORT	CONDUIT	MAXCELL	9	Disc. from MSRP
Lighting	LIGHTING	TEMPORARY	MC GILL	19	Disc. from TSEC
Electrical	WIRING DEVICES	MINIATURE SWITCHES	MC GILL	17	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	METALLICS	16	Disc. from TSEC
Electrical	WIRING DEVICES	MINIATURE SWITCHES	MICRO SWITCH	15	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	WORKSTATIONS/CABINETS/RACKS	MIDDLE ATLANTIC	10	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	MIDWEST	35	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BOBIES	MIDWEST	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	MIDWEST	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	MIDWEST	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	HUBS	MIDWEST	18	Disc. from TSEC

Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	MIDWEST	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	MIDWEST	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	MIDWEST	42	Disc. from TSEC
Electrical	DISTRIBUTION EQUIPMENT	METER SOCKETS	MILBANK	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	MILESTONE	10	Disc. from MSRP
Misc	POWER TOOLS & ACCESSORIES	POWER TOOLS & ACCESSORIES	MILWAUKEE	35	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	MINERALAC	32	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	WIRE & POWER	MTW - TEW - SIS	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	HUBS	MYERS	15	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	NEER	46	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	NEER	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	NEER	54	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	NEER	43	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	TRANSMISSION	NETWORK VIDEO TECHNOLOGIES	10	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	HDPE	NORTH COAST CONDUIT	22	Cost Plus
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	OCAL INC	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	ELBOWS, COUPS & NIPS	OCAL INC	40	Disc. from TSEC
Electrical	CONDUIT-METAL (P.I.E.)	CONDUIT-METAL	OCAL INC	22	Cost Plus
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	PRIMARY CABLE	OKONITE	22	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	IP PRODUCTS	OPTEX INC	25	Cost Plus
Electrical	DATACOMM CABLE	FIBER CABLE	OPTICAL CABLE CORP. (OCC)	25	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	FIBER CONNECTORS/PANELS	OPTICAL CABLE CORP. (OCC)	35	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	ORTRONICS	37	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	ORTRONICS	35	Disc. from MSRP
Electrical	WIRELESS	DISTRIBUTED ANTENNA System (DAS)	ORTRONICS	35	Disc. from MSRP
Electrical	BOXES METALLIC & NON-METALLIC	FS/FD BOXES	OZ/GEDNEY	33	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	HAZARDOUS LOCATION BOXES	OZ/GEDNEY	32	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	JUNCTION BOX	OZ/GEDNEY	21	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	OZ/GEDNEY	50	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CABLE FITTINGS BX, ROMEX, AC, MC, FLEX	OZ/GEDNEY	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	OZ/GEDNEY	33	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	OZ/GEDNEY	42	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	OZ/GEDNEY	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EXPLOSION PROOF FITTINGS	OZ/GEDNEY	29	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	OZ/GEDNEY	37	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	OZ/GEDNEY	38	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	OZ/GEDNEY	42	Disc. from TSEC
Electrical	ENCLOSURES	HAZARDOUS LOCATION	OZ/GEDNEY	19	Disc. from TSEC
Lighting	LIGHTING	HAZARDOUS	OZ/GEDNEY	18	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	OZ/GEDNEY	18	Disc. from TSEC
Fasteners	ELECTRICAL SUPPLIES	FASTENERS & ACCESSORIES	PANDUIT	14	Disc. from TSEC
Electrical	ELECTRICAL SUPPLIES	LOCKOUT, TAGOUTS & WIRE MARKERS	PANDUIT	14	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	SURFACE RACEWAY	PANDUIT	21	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS, STRUT, CABLE TRAY	WIRING DUCT	PANDUIT	24	Disc. from TSEC
Misc	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	HEAT SHRINK TUBING	PANDUIT	20	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	CABLE TIES	PANDUIT	13	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	PANDUIT	16	Disc. from TSEC
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	PANDUIT	19	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	PANDUIT	10	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	PANDUIT	10	Disc. from MSRP
Misc	TOOLS & TEST EQUIPMENT	FIBER/COPPER/MARKING EQUIPMENT	PANDUIT	10	Disc. from MSRP
Electrical	TERMINATIONS, LUGS, CONNECTORS & ACCESSORIES	BULK TERMINALS, CABLE TIES & CONNECTORS	PANDUIT - BULK	7	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	PASS & SEYMOUR - LEGRAND	22	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	PASS & SEYMOUR - LEGRAND	18	Disc. from TSEC
Electrical	WIRING DEVICES	DIMMERS	PASS & SEYMOUR - LEGRAND	28	Disc. from TSEC
Electrical	WIRING DEVICES	G.F.I.'S	PASS & SEYMOUR - LEGRAND	37	Disc. from TSEC
Electrical	WIRING DEVICES	OCCUPANCY SENSORS	PASS & SEYMOUR - LEGRAND	27	Disc. from TSEC
Electrical	WIRING DEVICES	PIN & SLEEVE - NON & HAZARDOUS LOCATION	PASS & SEYMOUR - LEGRAND	25	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	PASS & SEYMOUR - LEGRAND	38	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	PEERLESS TECHNOLOGIES	25	Cost Plus
Electrical	ELECTRICAL SUPPLIES	CABLES, CONNECTORS, RELAYS	PHOENIX CONTACT	5	Disc. from MSRP
Tape	TAPE, INSULATING MATERIAL, HEAT SHRINK TUBING, SEALANTS & ADHESIVES	TAPE	PLYMOUTH	26	Disc. from TSEC

Misc	TAPE,INSULATING MATERIAL,HEAT SHRINK TUBING,SEALANTS & ADHESIVES	HEAT SHRINK TUBING	T&B	19	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	CABLE TIES	T&B	20	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	LUGS	T&B	23	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	T&B	22	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	TERMINALS (STA-KONS)	T&B	27	Disc. from TSEC
Misc	TOOLS	TOOLS	T&B	16	Disc. from TSEC
Lighting	LIGHTING	NON-HAZARDOUS	T&B - AMERICAN ELECTRIC	22	Cost Plus
Electrical	ELECTRICAL SUPPLIES	GROUND RODS	T&B - BLACKBURN	40	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	LUGS	T&B - BLACKBURN	24	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	T&B - BLACKBURN	22	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	T&B - BOWERS	14	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	T&B - BOWERS	51	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	T&B - BOWERS	19	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	T&B - BOWERS	8	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	BULK TERMINALS, CABLE TIES & CONNECTORS	T&B - BULK	9	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	CABLE TIES	T&B - CATAMOUNT	19	Disc. from TSEC
Electrical	TERMINATIONS,LUGS,CONNECTORS & ACCESSORIES	SPLICES & TERMINATIONS	T&B - CATAMOUNT	22	Disc. from TSEC
Lighting	LIGHTING	HAZARDOUS	T&B - HAZLUX LIGHTING	22	Cost Plus
Electrical	BOXES METALLIC & NON-METALLIC	WEATHERPROOF	T&B - PERFECT-LINE	37	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	T&B - STEEL CITY	19	Disc. from TSEC
Electrical	BOXES METALLIC & NON-METALLIC	METALLIC OUTLET BOXES & COVERS	T&B - STEEL CITY	53	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CONDUIT BODIES	T&B - STEEL CITY	45	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	T&B - STEEL CITY	21	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	DIE-CAST FITTINGS	T&B - STEEL CITY	57	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	EMT CONDUIT FITTINGS	T&B - STEEL CITY	56	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	LIQUID TIGHT CONNECTORS	T&B - STEEL CITY	43	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	RIGID/IMC CONDUIT FITTINGS	T&B - STEEL CITY	41	Disc. from TSEC
Electrical	CONDUIT & CABLE FITTINGS	STRAPS, HANGERS, BEAM CLAMPS	T&B - STEEL CITY	40	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	T&B - STEEL CITY	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	T&B - STEEL CITY	45	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	UNDERFLOOR DUCT	T&B - STEEL CITY	22	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	T&B - SUPERSTRUT	22	Cost Plus
Electrical	BOXES METALLIC & NON-METALLIC	NON-METALLIC BOXES & COVERS	T&B - SUPERSTRUT	45	Disc. from TSEC
Misc	PHONES & NOTIFICATION	EMERGENCY PHONES	T&B - UNION	26	Disc. from MSRP
Electrical	POWER PROTECTION	PDU'S	TALK-A-PHONE	10	Disc. from MSRP
Lighting	LIGHTING	PHOTOCONTROL	TII TECHNOLOGIES (PORTA)	15	Disc. from TSEC
Electrical	DATACOMM CONNECTIVITY	MEDIA CONVERTORS	TORK	30	Disc. from TSEC
Electrical	POWER PROTECTION	UPS/PDU'S	TRIPP-LITE	24	Disc. from MSRP
Electrical	DATACOMM CONNECTIVITY	COPPER & FIBER CONNECTORS/PANELS	TYCO/AMP	35	Disc. from MSRP
Electrical	DATACOMM SUPPORT	RACKS, CABINETS, WIRE MANAGEMENT	TYCO/AMP	24	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT	UNISTRUT	22	Cost Plus
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT FITTINGS	UNISTRUT	46	Disc. from TSEC
Misc	PHONES & NOTIFICATION	PAGING EQUIPMENT	VALCOM	25	Cost Plus
Lighting	LIGHTING	LED	VENTURE LIGHTING	0	Disc. from TSEC
Electrical	SECURITY & ACCESS CONTROL	TRANSMISSION	VERACITY USA	25	Cost Plus
Electrical	SECURITY & ACCESS CONTROL	MOUNTS/HOUSINGS	VIDEO MOUNT PRODUCTS	25	Cost Plus
Misc	TOOLS	INSTALLATION EQUIPMENT	WACKER NEUSON	22	Cost Plus
Electrical	BOXES METALLIC & NON-METALLIC	FLOOR BOXES	WALKER	12	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	WALKER	19	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	UNDERFLOOR DUCT	WALKER	16	Disc. from TSEC
Building Supplies	INDUSTRIAL MAINTENANCE	MAINTENANCE PRODUCTS	WERNER	15	Disc. from TSEC
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	STRUT, FITTINGS	WESANCO	22	Cost Plus
Misc	PHONES & NOTIFICATION	PAGING/NOTIFICATION	WHEELOCK	48	Disc. from MSRP
Electrical	RACEWAYS, WIREWAYS,STRUT,CABLE TRAY	SURFACE RACEWAY	WIREMOLD - LEGRAND	15	Disc. from TSEC
Electrical	DATACOMM SUPPORT	WIRE MANAGEMENT	WIREMOLD - LEGRAND	37	Disc. from MSRP
Electrical	CONDUIT & CABLE FITTINGS	CORD CONNECTORS	WOODHEAD - MOLEX	20	Disc. from TSEC
Lighting	LIGHTING	TEMPORARY	WOODHEAD - MOLEX	18	Disc. from TSEC
Electrical	WIRING DEVICES	SW, RECEPTS, PLUGS, CONN-INDUSTRIAL	WOODHEAD - MOLEX	19	Disc. from TSEC
Electrical	WIRE, POWER, CORDS & BUILDING (P.I.E.)	CORDS & CORD SETS	WOODHEAD - MOLEX	22	Cost Plus

SERVICE DESCRIPTION - Lighting Replacement	Item Cost - WESCO Added	RATE PER HOUR	Notes - WESCO Added
(2) T8 4FT LED BALLAST DRIVEN - F32T8 REPLACEMENT, (1) T8 BALLAST 2X32T8 ISN	\$ 52.39		Product Replacement
(2) T8 4FT LED DIRECT VOLT - F32T8 REPLACEMENT	\$ 42.91		Product Replacement
(2) T8 4FT LED DRIVER DRIVEN - F32T8 REPLACEMENT, (1) DRIVER LED T8 1-2 CHANNEL	\$ 57.33		Product Replacement
(2) T5 4FT LED DRIVER DRIVEN - FS4T5 REPLACEMENT, (1) T5 BALLAST 2X54T5 ISN	\$ 79.13		Product Replacement
2X2 LED VOL RETRO FIT KIT - 4L F17T8 REPLACEMENT	\$ 124.04		Product Replacement
2X4 LED VOL RETRO FIT KIT - 2L F32T8 REPLACEMENT	\$ 142.19		Product Replacement
2X2 LED VOL TROFFER- 4L F17T8 REPLACEMENT	\$ 153.75		Product Replacement
2X4 LED VOL TROFFER- 2L F32T8 REPLACEMENT	\$ 178.95		Product Replacement
6 INCH LED DOWNLIGHT RETRO FIT KIT - 2X18W CFL REPLACEMENT	\$ 141.53		Product Replacement
8 INCH LED DOWNLIGHT RETRO FIT KIT - 2X26W CFL REPLACEMENT	\$ 150.47		Product Replacement
4 INCH LED RESI 120V DOWNLIGHT KIT - 60W INC REPLACEMENT	\$ 40.28		Product Replacement
6 INCH LED RESI 120V DOWNLIGHT KIT - 75W INC REPLACEMENT	\$ 39.80		Product Replacement
1X4 LED STRIP/IND KIT - 4L F32T8 REPLACEMENT	\$ 146.78		Product Replacement
1X8 LED STRIP/IND KIT - 4L F32T8 REPLACEMENT	\$ 227.89		Product Replacement
1X4 LED STRIP - 4L F32T8 REPLACEMENT	\$ 151.54		Product Replacement
1X8 LED STRIP - 4L F32T8 REPLACEMENT	\$ 191.19		Product Replacement
1X4 LED WRAP - 2/3 F32T8 REPLACEMENT	\$ 179.20		Product Replacement
1X2 LED STAIRWELL BI/LEVEL - 2L F17T8 REPLACEMENT	\$ 200.44		Product Replacement
1X4 LED STAIRWELL BI/LEVEL - 2L F32T8 REPLACEMENT	\$ 264.79		Product Replacement
1X4 LED VAPOR TIGHT - 2L F32T8 REPLACEMENT	\$ 259.00		Product Replacement
1X8 LED VAPOR TIGHT - 2L F32T8 REPLACEMENT	\$ 406.98		Product Replacement
1X8 LED VAPOR TIGHT - 4L F32T8 REPLACEMENT	\$ 479.75		Product Replacement
HIGHBAY LED - 250W HID REPLACEMENT	\$ 250.25		Product Replacement
HIGHBAY LED - 400W HID REPLACEMENT	\$ 307.33		Product Replacement
WALL PACK LED W/PC - 150W HID REPLACEMENT	\$ 221.42		Product Replacement
WALL PACK LED W/PC - 175W HID REPLACEMENT	\$ 233.23		Product Replacement
WALL PACK LED W/PC - 250W HID REPLACEMENT	\$ 248.95		Product Replacement
WALL PACK LED W/PC - 400W HID REPLACEMENT	\$ 300.04		Product Replacement
FLOOD LIGHT LED - 100W HID REPLACEMENT	\$ 157.60		Product Replacement
FLOOD LIGHT LED - 175W HID REPLACEMENT	\$ 179.21		Product Replacement
FLOOD LIGHT LED - 250W HID REPLACEMENT	\$ 215.27		Product Replacement
FLOOD LIGHT LED W/PC - 400W HID REPLACEMENT	\$ 438.69		Product Replacement
AREA LIGHT LED W/PC - 175W HID REPLACEMENT	\$ 448.62		Product Replacement
AREA LIGHT LED W/PC - 250W HID REPLACEMENT	\$ 614.55		Product Replacement
AREA LIGHT LED W/PC - 400W HID REPLACEMENT	\$ 707.90		Product Replacement
CANOPY/PARKING SURFACE LED - 100-150W HID REPLACEMENT	\$ 266.57		Product Replacement
CANOPY/PARKING SURFACE LED - 175W HID REPLACEMENT	\$ 278.18		Product Replacement
CANOPY/PARKING SURFACE LED - 250W HID REPLACEMENT	\$ 340.84		Product Replacement
19" SCISSOR LIFT PER DAY	\$ 521.91		Equipment
45" ARTICULATING LIFT PER DAY	\$ 826.10		Equipment
Computer Aided Design (Design and Technical Documentation) (per hour)	\$ 101.47		Labor
Investment Grade Audit (per sq foot)	\$ 0.035		Audit

Tab 3 – Performance Capability

- a. **Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.**

Please see Appendix D, Exhibit A under Tab 7

- b. **The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offerors response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.**

WESCO understands that Exhibit B must be signed prior to contract award.

- c. **Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.**

Please see Appendix D, Exhibits F and G under Tab 7

- d. **Describe how Offeror responds to emergency orders.**

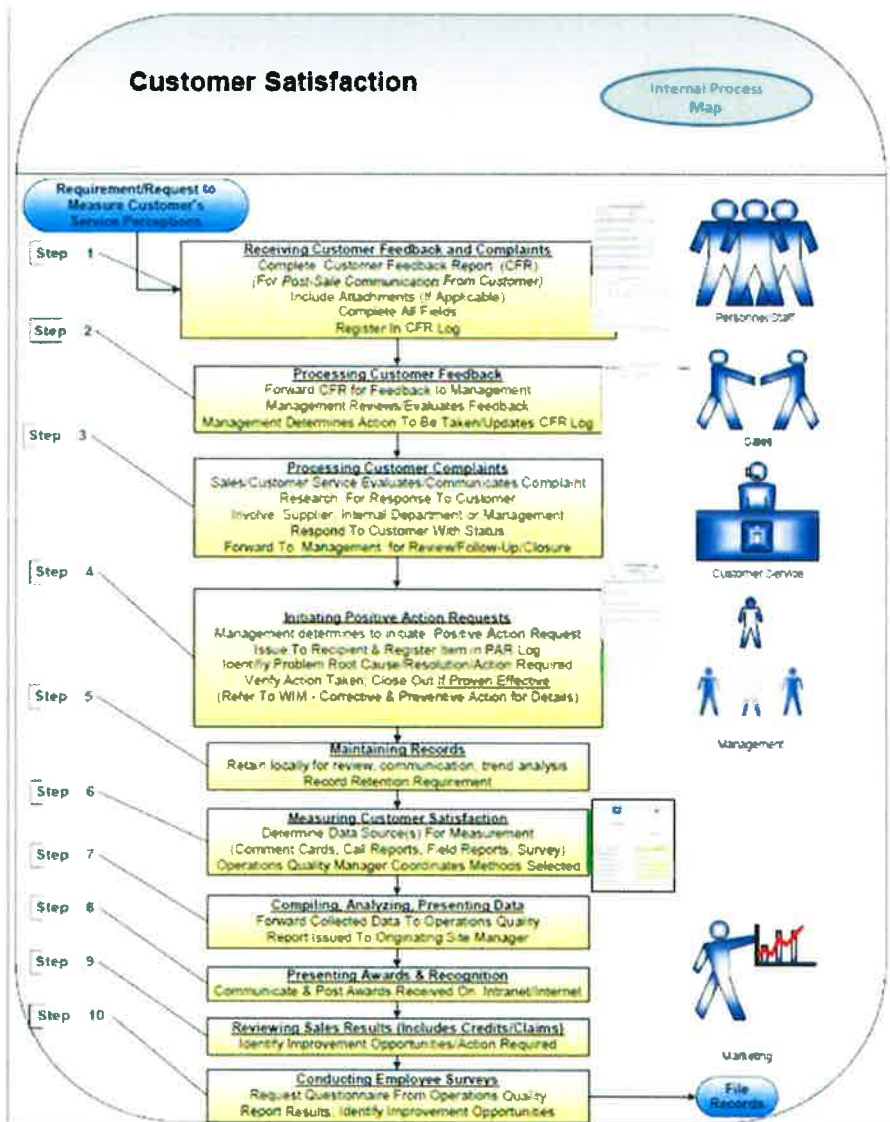
WESCO is partnered with more than 24,000 suppliers and as it is impossible to stock material from every supplier, the relationships that WESCO has enables us to expedite material to satisfy the customers' needs. For non-stock material, WESCO will provide an estimated time of arrival at the time of the 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.

- e. **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

WESCO has in place a process called Positive Action Request (PAR). This is generated by a sales manager after receiving a customer complaint to research, identify, and resolve the complaint. The customer is contacted to determine a satisfactory solution and then the PAR is recorded to see if a trend is in place to help prevent any further complaints.

Standard operating hours are 7AM-5PM for any service requested by a member.



f. **Describe Offeror's invoicing process.**

WESCO is asked to perform a wide range of invoice options. The most frequently requested forms are conventional (paper invoice), ERS, electronic and summary invoicing. WESCO can implement programs like summary billing, which reduces the number of invoices.

All WESCO branches and DCs are connected by a common proprietary computer system called WESNET. Invoices are transmitted electronically or via email or mail. After reviewing, sorting, editing and matching, invoices that are not on auto pay are entered in WESNET for payment by the Centralized Payable Group or by the branch or forwarded to Accounts Payable. Billing discrepancies (if applicable) are handled by the Centralized Group or by the branch or through Accounts Payable. Supplier statements are reviewed for further action or discarded. Payment records are filed and retained.

g. **Describe Offeror's contract implementation/customer transition plan. As an example, attach a high-level project schedule, with milestones from each implementation phase. Include training that customer will receive as part of the transition.**

As WESCO currently enjoys having an OMNIA Partners contract, many implementation plans are in place. WESCO has a corporate marketing team of 50+ professionals including a 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:

1. Update the co-branded **custom** line card for the OMNIA Partners membership.
2. Update the custom landing page for members (housed on WESCO's homepage and 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. Identify largest opportunity amongst the participating member and send contract announcement kit which includes:
 - a. Customized letter
 - b. WESCO Electrical Buyer's Guide
 - c. Custom Line Card
5. Host a minimum of three 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. With any contract, WESCO also has created a customized line card specific to the contract and does create marketing campaigns to market the contract to current and potential customers.

Work with OMNIA Partners to jointly identify key opportunities within OMNIA Partners participating agencies and send Customer Relationship Handbooks (CRH). The CRH includes the following key information:

- Customized letter from WESCO
- Customized letter from OMNIA
- Agreement Summary
- WESCO's Implementation Team
- Supplier & Product Offering
- WESCO Locations

Upon contract award, WESCO will do an in-depth analysis of current OMNIA 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 OMNIA 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 put into a pipeline of accounts to transition to OMNIA.

h. Describe the financial condition of Offeror.

A majority of Fortune 500 companies utilize WESCO for their MRO and OEM electrical, data communications, and security needs. We have the financial strength to operate effectively even under the most challenging economic conditions.

WESCO's 2018 financial results reflect record sales with growth in all end markets and geographies, operating margin expansion, strong cash flow generation, and effective capital deployment. Sales increased \$497.6 million, or 6.5%, over the prior year. Foreign exchange rates positively impacted net sales by 0.3%, resulting in organic sales growth of 6.2%. Cost of goods sold as a percentage of net sales was 80.8% and 80.7% in 2018 and 2017, respectively. Operating income was \$352.4 million for 2018, compared to \$319.0 million for 2017. Operating income increased primarily due to higher sales volume and operating leverage. Net income attributable to WESCO International of \$227.3 million increased by 39.1% compared to 2017 net income of \$163.5 million, which included \$26.4 million of discrete income tax expense resulting from the application of the TCJA. Earnings per diluted share attributable to WESCO International was \$4.82 in 2018, based on 47.2 million diluted shares, compared with earnings per diluted share of \$3.38 in 2017, based on 48.4 million diluted shares. Excluding the impact of the TCJA of \$0.55, adjusted earnings per diluted share for 2017 was \$3.93.

i. Contractors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies. Describe how agencies choosing to pick up orders will receive the correct contract pricing. Indicate how volume will be tracked and reported to OMNIA Partners.

As WESCO does not have locations that would be classified as "retail stores", WESCO does have more than 150 full-service sales and warehouse locations that are 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. 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.

j. Payment terms/options. Include standard payment terms, early payment discounts and forms of payment accepted. Also state the Convenience Fee, if allowable, per the Visa Operating Regulations.

WESCO's standard payment terms are Net 30. When awarded supply agreement, as part of terms and conditions, we would be willing to reevaluate payment terms until they are mutually acceptable with an individual member.

Tab 4 – Qualification and Experience

a. Provide a brief history of the Offeror, including year it was established and corporate office location.

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. 2018 annual sales were approximately \$8.2 billion. The Company employs approximately 9,200 people, maintains relationships with over 30,000 suppliers, and serves over 70,000 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.

b. Describe Offeror's reputation in the marketplace.

The market is highly fragmented with thousands of manufacturers and over 10,000 distributors. The top 50 distributors have less than 20% share in North America and a majority of our products get to market through distribution channels.

WESCO is recognized one of the Top 2 Electrical Distributors in North America and averages \$8 Billion in annual sales.

We compete 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. We also compete with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability.

c. Describe Offeror's reputation of products and services in the marketplace

WESCO's network of branches and distribution centers stock approximately 220,000 unique product SKUs and we provide customers with access to more than 1,000,000 different products. Each branch tailors its inventory to meet the needs of its local customers.

Representative product categories and associated product lines that we offer include:

- General Supplies. Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, wrap, splicing and marking equipment, tools and testers, safety, personal

protection, sealants, cutting tools, adhesives, consumables, fasteners, janitorial and other MRO supplies

- Wire, Cable and Conduit. Wire, cable, raceway, metallic and non-metallic conduit.
- Communications and Security. Structured cabling systems, broadband products, low voltage specialty systems, specialty wire and cable products, equipment racks and cabinets, access control, alarms, cameras, paging and voice solutions.
- Electrical Distribution and Controls. Circuit breakers, transformers, switchboards, panel boards, metering products and busway products.
- Lighting and Sustainability. Lamps, fixtures, ballasts and lighting control products.
- Automation, Controls and Motors. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons, operator interfaces, switches, sensors, and interconnects.

WESCO offers a comprehensive portfolio of value-added capabilities, which includes supply chain management, logistics and transportation, procurement, warehousing and inventory management, as well as kitting, limited assembly of products and system installation. Our value-added capabilities, extensive geographic reach, experienced workforce and broad product and supply chain solutions have enabled us to grow our business and establish a leading position in North America.

d. Describe the experience and qualification of key employees.

Contract Administration

Rob Bezjak – Director/GM – CIG Sales Strategy and Execution

Location: Chesterfield, MO

E-mail: rbezjak@wesco.com

Phone: 314-402-4732

Role – Rob has overseen the Commercial, Institutional and Government at WESCO since he joined the company in 2014. That includes the overall responsibility of Contract negotiation, Contract and Marketing implementation and Contract execution in accordance to Contract compliance.

Experience – Over the 33 years in the industry, Rob spent 27 years with Graybar, as Vice President of Government Sales, and Vice President of Corporate Services. Rob also managed the team that quoted and won the US Communities contract, a current Omnia offering, for 10 years. And as a past President of the NIGP Business Council, and current Chairman of the National Cooperative Purchasing Partners Strategic Supplier Group, he has been active with the Procurement and Cooperative Contract Community for over 15 years. As part of his focus on growing WESCO's sales into the CIG Market, the development of key contract usage like the OMNIA agreement, is core to his assignment.

Tenure – 6 years with WESCO, 32 years in the industry

Eric Anderson – CIG Business and Contracts Manager

Location: Pleasant Hill, CA

E-mail: eanderson@wesco.com

Phone: 925-822-3578

Role – Eric is the Government Contract Manager that will work directly with OMNIA, the Members and WESCO in maintaining the contract, promotions to the members and training the WESCO salespeople.

Experience – Eric has a direct sales and branch sales management background and over the last 17 years been dedicated to the SLED market encompassing Bid Submission, Contract Management and Strategic Selling to the public sector.

Tenure – 10 years with WESCO, 24 years in the industry

Marketing

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 – 12 years with WESCO, 12 years in the industry

Financial Reporting

Chelsey Driskel – Government Contract Manager

Location: Pittsburgh, PA

E-mail: cdriskel@wesco.com

Phone: 412-454-2242

Role – Chelsey is the Government Contract Manager for WESCO overseeing government contracts compliance, reporting and legal oversight beginning April 2018.

Experience – Chelsey has extensive experience in reviewing and assessing government requirements when it comes to contracts.

Tenure – 1 year with WESCO, 1 year in the industry

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 – 15 years with WESCO, 32 years in the industry

e. Describe Offeror's experience working with the government sector.

WESCO has a dedicated SLED Team that is a part of the WESCO 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. The SLED Team consists of Rob Bezjak and Eric Anderson. WESCO prides itself in having a dedicated National Government Team that oversees the sales programs and contracts that are in place. Along with Rob and Eric, WESCO currently has 8 Regional Government Manager's that are assigned by territory to lead the transition and successful implementation of new activities and strategies to the local sales branches to successfully satisfy implementation on new procurement, service and support processes. With WESCO's 150+ government sales locations, each RGM has regular contact and meetings with the Managers and branch sales teams to promote and set a strategic focus on the SLED customer base in their respective territory. All of the RGM's have extensive experience with at least 7 years with the WESCO Government Team.

Sales to Commercial, Institutional, and Government customers accounted for approximately 15% of our sales in 2018 and 14% in 2017 and 2016 respectively. Customers include schools, hospitals, property management firms, retailers and federal, state and local government agencies of all types, including federal contractors. We are currently tracking for around 12% growth in 2019.

<u>Market</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>
Higher-Ed	\$27M	\$40M	\$32M
K-12	\$5M	\$8M	\$7M
State & Local Gov't	\$200M	\$203M	\$174M

f. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

WESCO is a publicly traded company. From time to time, the Company is involved in legal and administrative proceedings relating to the conduct of its business, including routine litigation relating to commercial and employment matters. Any material litigation involving the company's operations is disclosed in WESCO's public filings with the U.S. Securities and Exchange Commission.

WESCO has never been involved in bankruptcy, and none of its officers or directors has been the subject of state investigation proceedings.

g. Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, and years serviced.

1. Customer Name:

- a. Entity:** City of Naperville, IL
- b. Contact:** Keri Moreland
- c. Title:** Procurement Officer
- d. Phone No:** 630-548-1406
- e. E-Mail:** Morelandk@naperville.il.us
- f. Years Served:** 3+

2. Customer Name:

- a. Entity:** University of Illinois
- b. Contact:** Marcy Wright
- c. Title:** Contract Administrator
- d. Phone No:** 217-300-4043
- e. E-Mail:** mmbowers@uillinois.edu

f. Years Served: 10+

3. Customer Name:

- a. Entity:** University of Rochester
- b. Contact:** Jim Chodak
- c. Title:** Director
- d. Phone No:** 585-273-5817
- e. E-Mail:** james.chodak@rochester.edu
- f. Years Served:** 10+

4. Customer Name:

- a. Entity:** City of Chandler, AZ
- b. Contact:** Raquel McMahon
- c. Title:** Procurement Officer
- d. Phone No:** 480-782-2407
- e. E-Mail:** Raquel.mcmahon@chandleraz.gov
- f. Years Served:** 10+

5. Customer Name:

- a. Entity:** City of Dayton, OH
- b. Contact:** Donita Jo Garner
- c. Title:** Purchasing Agent
- d. Phone No:** 937-333-4035
- e. E-Mail:**
- f. Years Served:** 10+

h. Provide any additional information relevant to this section.

WESCO will provide best in class distribution services, including e-business, local delivery, and technical support for the broad array of suppliers we distribute. By providing the pricing available through our OMNIA Partners contract, eligible agencies will have the ability to receive market level pricing quickly, and be able to select specific product solutions with the knowledge the items have been through the competitive process. Our best relationships are with agencies that allow us to provide suggestions on cost savings, energy efficient upgrades, and the manufacturers that offer the most value, for your investments.

Tab 5 – Value Add

- a. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

WESCO Value Creation Services

WESCO is more than products. Partnering with key suppliers and industry experts, WESCO offers a full suite of service solutions that help select, customize and assess various products, equipment and processes on your campus.

- **Data Center Assessment**

Data Center assessments offer an overall health checkup of critical power and cooling systems, catalog existing infrastructure, and identify operational efficiency issues. Recommendations are provided to optimize the existing Data Center based on industry best practices, taking into account future growth projections.

- **Network Closet Assessment**

Network and communication closets are dynamic areas within a business. Constant moves, additions, and changes occur and often there may not be the proper equipment in place to streamline configurations to ensure maximum availability. The assessment team examines environmental and critical infrastructure conditions and provides recommendations to increase overall closet effectiveness.

- **New Construction Lighting Review**

When designing a new building, it's important to understand the specific lighting requirements for all spaces. WESCO and our supplier partners can help customers design an optimal new construction lighting system to save energy, reduce maintenance, inventory, procurement costs, improve productivity and meet environmental standards. WESCO also provides LEED and green strategy expertise to new construction projects.

- **Power Distribution Services**

When clients need scalable, customized solutions for power distribution, this set of services can meet their requirements. WESCO experts design and integrate electrical distribution equipment, low voltage and data assemblies, energy management and lighting control systems into a single Integrated Facility Systems (IFS) assembly. This expertise can extend into retrofit applications when new equipment is preferred or required.

- **Power Quality**

Process and administrative computer requirements today demand high quality power with few, if any interruptions in service. With increased costs for electrical service a complete system power factor and power quality audit is a wise solution. WESCO can provide enhanced power quality solutions through Eaton Engineering Services, Eaton Electrical, and Powerware. As partners, WESCO and Eaton meet with the customer to discuss how this solution for power quality can improve system efficiency, lower repair and operation costs, and improve equipment life. After meeting to determine all elements and scope of work, a complete power factor and quality audit is performed. This includes work on the electrical system and equipment to enhance system quality and efficiency. We will not only provide a report of

recommendations, but also provide the equipment and service to implement recommended improvements.

- **Process Streamlining**

Applying LEAN concepts such as value stream mapping, cost/time studies, process value assessments, space utilization and error-proofing to existing processes helps customers identify opportunities and potential solutions for quality and productivity improvements. A customized supply chain strategy for addressing existing barriers and waste within a process flow is delivered to customers, helping them achieve their goals and objectives. We can leverage our experience with KAIZEN's , with several of our black belt certified process experts, to conduct onsite reviews of material management, and vendor consolidation options. This can help a school or agency streamline their internal processes.

- **Product Standardization**

Using the customer's inventory data, WESCO learns more about the manufacturers currently involved throughout their supply chain to prepare a complete comparative analysis. A dozen different types/styles of an item may be reduced to two or three choices. Details of the study are submitted to the customer for review and ultimate selection of the most appropriate manufacturer to meet their specification and value requirements.

- **Turnkey Lighting Services**

An experienced team of WESCO Lighting Specialists partner with Energy Services Contractors to coordinate a detailed lighting assessment of the customer's facility. Once audit data is collected, a comprehensive retrofit lighting solution proposal is delivered. Included in the proposal is a complete lighting system analysis with energy and cash flow projections. Also available from WESCO is SLS Energy Solutions, a division of WESCO Distribution, Inc. SLS is an innovative Solution Provider of interior and exterior lighting offering energy audits, design, upgrades, integration and installations. Providing this allows members to utilize a company that has more than 50 years of experience to audit, design, and install an energy efficient lighting solution on their campus or facility.

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

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information 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 Offeror. Offeror is 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.

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:

- ☒ 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.
- ☐ 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 include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

December 3, 2019
Date

Pell... VP, CIG
Authorized Signature & Title WESCO

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

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.

Company

WESCO Distribution, Inc.

Contact

225 W. Station Sq Drive

Address

Pittsburgh, PA

15219

Phone

240-632-1547

Fax

Official
Authorizing
Proposal



Signature

Lee Osterman

Printed Name

VP- CIG

Position with Company



Signature

Lee Osterman

Printed Name

VP- CIG

Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2019-557664

Date Filed:
11/01/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

WESCO Distribution, Inc.
Pittsburgh, PA United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 ESC

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-20
MRO Supplies & related Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Region 4 ESC	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

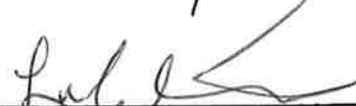
6 UNSWORN DECLARATION

My name is Lee Osterman, and my date of birth is 10/18/1964

My address is 11508 Dahlia Terrace, Potomac, MD, 20854, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Montgomery County, State of Maryland, on the 3rd day of Dec, 2019.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Lee Osterman, as an authorized representative of

WESCO Distribution, Inc, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

[Signature]
Signature of Named Authorized Company Representative

December 3, 2019
Date



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

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

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS



Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3.

i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of Region 4 ESC nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;

Federal Requirements

Services issued under this contract may be in response to an emergency or disaster recovery situation and eligible for federal funding; Services issued in response to an emergency or disaster recovery situation are subject to and must comply with all federal requirements applicable to the funding. The remaining items below, located in this Special Conditions section, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of Region 4 ESC is retained by Region 4 ESC. In the event of a termination for convenience by Region 4 ESC, Region 4 ESC shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by Region 4 ESC, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by Region 4 ESC but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by Region 4 ESC in connection with the Scope of Work in place which is completed as of the date of termination by Region 4 ESC and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

Region 4 ESC highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or

transmission of intelligence.

- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance.** Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

§ 7401 et seq.

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of

the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be

submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid 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, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date"

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a

state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

11. Additional FEMA Requirements.

- a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:
- b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

- c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

- d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

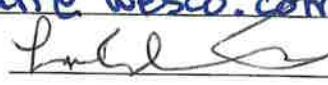
15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the Special Conditions section of this solicitation.

Offeror's Name: WESCO Distribution, Inc.
Address, City, State, and Zip Code: 225 W. Station Square Dr., Pittsburgh, PA 15219
Phone Number: 240-632-1547 Fax Number: _____
Printed Name and Title of Authorized Representative: Lee Osterman - VP - CIG
Email Address: losterman@wesco.com
Signature of Authorized Representative:  Date: December 3, 2019

QUESTIONNAIRE

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

1. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? ☒ Yes ☐ 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.)

2. Diverse Vendor Certification Participation

Region 4 ESC encourages the use of under-utilized businesses (HUB), minority and women business enterprises (MWBE), and small and/or disadvantaged business enterprises (SBE) both as prime and subcontractors. Offerors shall indicate below whether or not they and/or any of their subcontractors (and if so which) 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 ☒ 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 ☒ No

List certifying agency: _____

c. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB

☐ Yes ☒ No

List certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone

☐ Yes ☒ No

List certifying agency: _____

e. Other

Respondent certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency: _____

3. Has Offeror made and is Offeror committed to continuing to take all affirmative steps set forth in 2 CFR 200.321 as it relates to the scope of work outlined in this solicitation? ☐ Yes ☒ No
- 6.

DOC #7 For applicable construction/reconstruction/renovation and related services, a bid guarantee is required not less than five percent (5%) of the total bid. Surety shall provide a copy of the Power of Attorney authorizing the Executing Agent the authority to execute the bid bond documents and bind the Surety to the bid bond conditions. The bid bond shall have a corporate Surety that is licensed to conduct business in Texas and authorized to underwrite bonds in the amount of the bid bond. For the purposes of this solicitation, the total bid is to be \$60,000,000.

Appendix C – doc. 6 supplement

WESCO Distribution, Inc. Diversity Program

WESCO has an active program designed to work with, develop, and maintain relationships with minority owned businesses. WESCO works with our customer base to continually identify opportunities via products and services that would meet your goal of increased spend from Diversity suppliers.

WESCO maintains a voluminous database of businesses led by minority, women, and disabled-owned entrepreneurs. We are committed to purchasing products and services from companies having diverse ownership characteristics, as well as supporting its customers with quality products to maintain its operations at high levels of safety and performance.

Our Mission

The mission of the WESCO Commitment to Diversity Program is to develop the tools and solutions to grow and expand its business by working with diverse business enterprises that meet or exceed its customer's requirements and create a competitive advantage for WESCO. It is a WESCO company policy to encourage these partnerships with diverse suppliers in all aspects of its business.

Customer Benefits

Many WESCO customers actively pursue a diverse supplier base that can add value to its businesses and help achieve long-term growth objectives through viable supplier diversity programs. WESCO is able to support these objectives by providing options for diverse suppliers as the need arises. Also, WESCO can provide reports to support its customers in managing their compliance, monitoring progress, and meeting specific procurement diversity program goals.



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

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

SUBMITTAL DEADLINE: Tuesday, December 3, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

1. Correct Non-Mandatory Pre-Proposal Conference time:

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on November 12, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net, by November 6, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name WESCO Distribution, Inc.

Contact Person Lee Osterman

Signature 

Date December 3, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

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

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 2 is hereby issued to change;

1. SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME
2. DEADLINE FOR RECEIPT OF QUESTIONS: November 21, 2019
3. Page 39 – Change first paragraph labeled "M" to "L".
4. Appendix E – Products & Services Pricing and market basket has been amended and is attached.
5. Additions to Appendix C – ADDITIONAL REQUIRED DOCUMENTS

Appendix C, DOC # 5

SPECIAL CONDITIONS

The below clauses are applicable to the Offer; by Submitting a Sealed Proposal the Offeror is accepting these Special Conditions:


Conflicts of Interest

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name WESCO Distribution, Inc.

Contact Person Lee Osterman

Signature 

Date December 3, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 19-20

Request for Proposal ("RFP")
by

Region 4 Education Service Center ("ESC")
for

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

SUBMITTAL DEADLINE: Monday, December 9, 2019, 2:00 PM CENTRAL TIME

This Addendum No. 3 Amends Appendix E – Pricing File for Maintenance, Repair and Operations (MRO) Supplies & Related Services 19-20 ("Addendum").

To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 3 is hereby issued to change;

1. Please utilize the revised Appendix E – Pricing File (labeled Version 3 on tab 1) attached. Please do not modify the formatting on this document.
2. An updated Pre-Proposal meeting notes file has been posted.

RECEIPT OF ADDENDUM ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name WESGO Distribution, Inc

Contact Person Lee Osterman

Signature [Signature]

Date December 3, 2019

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

EXHIBIT B
ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20____, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), and _____ ("Supplier").

RECITALS

WHEREAS, the _____ (the "Principal Procurement Agency") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners, Public Sector website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;

WHEREAS, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners, Public Sector shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners, Public Sector solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners, Public Sector shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners, Public Sector makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS, PUBLIC SECTOR EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS, PUBLIC SECTOR'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the

indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners, Public Sector program by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners, Public Sector. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners, Public Sector's rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector's sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of

OMNIA Partners, Public Sector, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, Public Sector.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners, Public Sector:

OMNIA Partners, Public Sector
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, Public Sector, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Wesco Distribution, Inc
[INSERT SUPPLIER ENTITY NAME]

NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR



Signature

Lee Osterman

Name

VP- Commercial, Institutional & Gov't

Title

December 3, 2019

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

Tab 7 – Appendix D – Exhibit A – Supplier Response 3.0

3.1 Company

A. Brief history and description of Supplier.

Since 1957, WESCO Distribution Inc. (WESCO) has engaged in programs addressing the needs of large, multi-location customers in a variety of markets – from manufacturing and process industries to utilities, retailers, home builders, contractors, healthcare and educational institutions, and the government. 2018 annual sales were approximately \$8.2 billion. The Company employs approximately 9000 people, maintains relationships with over 30,000 suppliers, and serves more than 70,000 customers worldwide. WESCO operates nine automated distribution centers that carries \$20 million in inventory that provides an Automatic Branch stock replenishment with dedicated middle-of-the-night delivery to more than 475 full-service branches in North America and selected international markets, providing a local presence for area customers and a global network to serve multi-location businesses and multi-national corporations. In each case we have offered products and services for the plant, for the job site or for the office. We are the distributor of choice for customers that are seeking innovative solutions to their electrical, lighting and MRO procurement requirements. WESCO is successful because they offer a unique combination of technical support capabilities, distinctive service capabilities, competitive pricing and ideas that generate cost savings.

WESCO is functionally organized to support the industrial, construction, utility, manufactured structures and CIG (commercial / institutional / government) market segments. Originally formed in 1922 as the Westinghouse Electric Supply Company, WESCO was chartered to sell and distribute power products and appliances manufactured by the Westinghouse Electric Corporation. Following the divestiture of many of its electrical manufacturing divisions, Westinghouse divested the WESCO business unit in February 1994 by way of a leveraged buy-out by senior management. Following a successful IPO in May 1999, WESCO now operates independently as a publicly held company traded on the NYSE.

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.

We are a financially secure and stable \$8 billion company with senior management commitment to building strategic alliances with key customers. As a result, WESCO will be able to quickly and flexibly deploy the resources required to ensure the successful implementation of the OMNIA Partners initiative.

B. Total number and location of sales persons employed by Supplier.

WESCO's salesforce is supported by 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.

C. Number and location of support centers (if applicable) and location of corporate office.

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.

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 are 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 from 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

Corporate Office – Pittsburgh, PA

D. Annual sales for the three previous fiscal years.

\$8.2B (2018) | \$7.7 (2017) | \$7.3B (2016)

E. Submit FEIN and Dunn & Bradstreet report.

WESCO is not permitted to provide a D&B report. However, Omnia may pull the report using the following registration number: 82-6949224.

WESCO's D&B rating is 5A2; our long term Moody's rating is Ba3.

F. Describe any green or environmental initiatives or policies.

Environmental sustainability is a strategic priority for WESCO and a company-wide responsibility. As a global supply chain solutions provider, WESCO is committed to sustainability initiatives and to actively managing the impact of our operations on the environment and the communities we serve. Beyond managing our own environmental impact, WESCO is also uniquely positioned as a trusted supply chain partner to help our customers and suppliers achieve their own sustainability goals.

Policy Scope: This policy addresses WESCO's long-standing commitment to environmental sustainability. All WESCO locations and employees, both domestic and international, are subject to this policy. **Responsibility Statement:** This policy will be managed by WESCO's Environmental Sustainability Director and VP of Supply Chain and Operations, both of whom will work with business leaders to ensure that environmental sustainability considerations are part of WESCO's business decision-making process. While this policy will be centrally managed, all WESCO associates have a responsibility to ensure that the environmental impact of their decisions is a consideration in their daily work activities.

Sustainability Objectives: WESCO is committed to the following sustainability objectives:

- To actively manage and reduce energy usage at all branches, Distribution Centers and corporate locations;
- To reduce energy demands across the company through the adoption and implementation of new energy saving and renewable energy technologies where practical and financially feasible;
- To reduce greenhouse gas emissions through improved building energy efficiency, reduced fuel consumption, and investments in renewable energy sources where feasible;
- To evaluate our delivery trucks, fleet vehicles and employee travel on a yearly basis, and where feasible, to replace older vehicles with more fuel efficient vehicles;
- To work with our employees and waste disposal partners to evaluate and raise awareness of all recycling opportunities in our locations and to track and measure recycling rates;
- To build a best-in-class sustainability program by actively engaging our employees and leadership in our environmental sustainability program through communication, training and participation opportunities;
- To work as a trusted advisor with customers and suppliers to drive sustainability and energy saving measures across the value chain through our product and service offerings;
- To monitor the environmental performance of our supply chain partners since the greatest environmental impact often happens before products are received for distribution to our customers; and
- To form partnerships with government and non-government organizations that we believe can help us in our sustainability mission and objectives.

For more information and to download a copy of WESCO's latest Sustainability Report, please visit our Corporate Responsibility website: <https://www.wesco.com/responsibility/>

G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.

WESCO maintains a voluminous database of businesses led by minority, women, and disabled-owned entrepreneurs. We are committed to purchasing products and services from companies

having diverse ownership characteristics, as well as supporting its customers with quality products to maintain its operations at high levels of safety and performance.

The mission of the WESCO Commitment to Diversity Program is to develop the tools and solutions to grow and expand its business by working with diverse business enterprises that meet or exceed its customer's requirements and create a competitive advantage for WESCO. It is a WESCO company policy to encourage these partnerships with diverse suppliers in all aspects of its business.

Many WESCO customers actively pursue a diverse supplier base that can add value to its businesses and help achieve long-term growth objectives through viable supplier diversity programs. WESCO is able to support these objectives by providing options for diverse suppliers as the need arises. Also, WESCO can provide reports to support its customers in managing their compliance, monitoring progress, and meeting specific procurement diversity program goals.

We would like to discuss OMNIA's expectations further to determine how we can design a program that will help you to meet your diversity goals.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.

WESCO Distribution, Inc. is a Large Corporation and does not hold any business enterprise certifications.

I. Describe how supplier differentiates itself from its competitors.

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. We have utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.

Broad Product Offering and Value-added Services: We provide 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 capital project, product, MRO and OEM requirements.

Extensive Distribution Network: We operate approximately 500 geographically dispersed branch locations and ten distribution centers. 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.

Low Cost Operator: Our competitiveness has been enhanced by our consistent favorable operating cost position, which is based on the use of Lean, strategically-located distribution centers, and

purchasing economies of scale. As a result of these factors and others, 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 2018 were 14.1%.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

WESCO is a publicly traded company. From time to time, the Company is involved in legal and administrative proceedings relating to the conduct of its business, including routine litigation relating to commercial and employment matters. Any material litigation involving the company's operations is disclosed in WESCO's public filings with the U.S. Securities and Exchange Commission.

WESCO has never been involved in bankruptcy, and none of its officers or directors has been the subject of state investigation proceedings.

K. Felony Conviction Notice: Indicate if the supplier

- a. **is a publicly held corporation and this reporting requirement is not applicable;**
- b. **is not owned or operated by anyone who has been convicted of a felony; or**
- c. **is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**

WESCO is a publicly held corporation and this reporting requirement is not applicable; additionally, WESCO is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Not applicable.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

WESCO's network of branches and distribution centers stock approximately 220,000 unique product SKUs and we provide customers with access to more than 1,000,000 different products. Each branch tailors its inventory to meet the needs of its local customers.

Representative product categories and associated product lines that we offer include:

- **General Supplies.** Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, wrap, splicing and marking equipment, tools and testers, safety, personal protection, sealants, cutting tools, adhesives, consumables, fasteners, janitorial and other MRO supplies
- **Wire, Cable and Conduit.** Wire, cable, raceway, metallic and non-metallic conduit.

- Communications and Security. Structured cabling systems, broadband products, low voltage specialty systems, specialty wire and cable products, equipment racks and cabinets, access control, alarms, cameras, paging and voice solutions.
- Electrical Distribution and Controls. Circuit breakers, transformers, switchboards, panel boards, metering products and busway products.
- Lighting and Sustainability. Lamps, fixtures, ballasts and lighting control products.
- Automation, Controls and Motors. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons, operator interfaces, switches, sensors, and interconnects.

WESCO offers a comprehensive portfolio of value-added capabilities, which includes supply chain management, logistics and transportation, procurement, warehousing and inventory management, as well as kitting, limited assembly of products and system installation. Our value-added capabilities, extensive geographic reach, experienced workforce and broad product and supply chain solutions have enabled us to grow our business and establish a leading position in North America.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

WESCO's geographically dispersed branch locations offer a broad and deep selection of inventory, online ordering, next-day shipment, and central order handling and fulfillment.

WESCO has sales branch locations that have assigned geographic area that covers all 50 States.

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

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.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

WESCO's distribution model is configured of utilizing WESCO only for sales, distribution and services. WESCO is self-supported and does not have "Dealers" as an extension of the distribution model. WESCO does have Divisions (operating as DBA's) and subsidiaries that will work directly with the members. They are listed below –

- | | |
|---------------------------|------------------------------------------|
| -Avon Electrical Supply | -TVC Communications |
| -Brown Wholesale Electric | -Reilly Electrical Supplies |
| -EESCO | -Hill Country Electric Supply |
| -Liberty Electrical | -Needham Electric Supply |
| -Conney Safety | -Communications Supply Corporation (CSC) |
| -SLS Energy Solutions | |

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

WESCO, its divisions and subsidiaries, comprise of more than 180 sales and warehouse locations in 49 States that will service this contract. 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. For a listing of branch locations, that can be found at wesco.com

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	136K sq. ft
• Dallas, TX	112K sq. ft

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. **Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**
- ii. **Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners, Public Sector team within first 90 days**

WESCO has a Bi-Monthly CIG Team Huddle call where updates are provide to all team members. As the CIG Team is aware of the current contract, they are also aware of the new RFP. Once awarded this will be discussed on the Team Huddle call. In regards to the national sales team, WESCO has a CIG monthly news blast will go out announcing the new contract.

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.

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 OMNIA Partners 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 Nashville in April 2020, and also the NIGP Annual Conference in Chicago in August. Once awarded, we would also look for local chapter shows and reverse trade shows, to either exhibit in jointly with OMNIA Partners, 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. We also plan to attend the new Regional Summits in 2020, to promote what we hope to be, a new contract win.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. **Creation and distribution of a co-branded press release to trade publications**
- ii. **Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days**
- iii. **Design, publication and distribution of co-branded marketing materials within first 90 days**
- iv. **Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement**
- v. **Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.**
- vi. **Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement**
- vii. **Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)**
- viii. **Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:**
 - **OMNIA Partners, Public Sector standard logo;**
 - **Copy of original Request for Proposal;**
 - **Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;**
 - **Summary of Products and pricing;**
 - **Marketing Materials**

- **Electronic link to OMNIA Partners, Public Sector's website including the online registration page;**
- **A dedicated toll-free number and email address for OMNIA Partners, Public Sector**

As WESCO currently enjoys having an OMNIA Partners contract, many implementation plans are in place. WESCO has a corporate marketing team of 50+ professionals including a 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:

1. Update the co-branded **custom** line card for the OMNIA Partners membership.
2. Update the custom landing page for members (housed on WESCO's homepage and 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. Identify largest opportunity amongst the participating member and send contract announcement kit which includes:
 - a. Customized letter
 - b. WESCO Electrical Buyer's Guide
 - c. Custom Line Card
5. Host a minimum of three 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. With any contract, WESCO also has created a customized line card specific to the contract and does create marketing campaigns to market the contract to current and potential customers.

Work with OMNIA Partners to jointly identify key opportunities within OMNIA Partners participating agencies and send Customer Relationship Handbooks (CRH). The CRH includes the following key information:

- Customized letter from WESCO
- Customized letter from OMNIA
- Agreement Summary
- WESCO's Implementation Team
- Supplier & Product Offering
- WESCO Locations

Upon contract award, WESCO will do an in-depth analysis of current OMNIA 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 OMNIA 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 put into a pipeline of accounts to transition to OMNIA.

- C. **Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.**

As an incumbent contract holder, we have a number of existing accounts which we would automatically move to the terms of the new contract, including the new pricing and increased rebate fee structure. Upon request of any agency in writing we would move them from an alternative pricing model, or contract structure, to the new Omnia agreement.

Since the OMNIA Partners contracts feature a lead public agency competitive bid process, we believe we will continue to find agencies, schools and non-profits that are interested in using the contract for their facilities MRO needs. We will also continue to educate our sales team about the benefits of selling through the Omnia cooperative agreement.

In addition moving forward, we would ask for one-on-one meetings between our Regional Government Managers, and their corresponding territory managers for the three business segments, to discuss opportunities to leverage relationships for the expansion of the WESCO/OMNIA contract. The schedule of these meetings would be tracked and reviewed by Jim Walters from OMNIA, and Rob Bezjak from the WESCO team, to ensure a timely re-engagement post award. The goal of these meetings would be to understand the current engagement through OMNIA Partners contracts, other WESCO contracts, and find the common ground for joint win opportunities.

WESCO's other cooperative contracts are listed below:

- NPPGov – VH11199 Electrical, Lighting, Datacom, Security Products
- Sourcewell – 121218-WES Facility MRO
- E&I – CNR01238 Electrical Equipment

- D. **Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.**

WESCO agrees and permits OMNIA Partners the use of WESCO's logo. WESCO also acknowledges OMNIA Partners approval and permission to the OMNIA logo for any reproduction.

- E. **Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:**

- i. **Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency**
- ii. **Best government pricing**
- iii. **No cost to participate**
- iv. **Non-exclusive**

WESCO Distribution, Inc. confirms to be proactive with OMNIA Partners and its Members with all of the above.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement**
- ii. Working knowledge of the solicitation process**
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector**
- iv. Knowledge of benefits of the use of cooperative contracts**

As WESCO Distribution, Inc. already has an existing contract and all of the training has been provided, WESCO confirms that we will continue to provide all the training as listed above

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support**
Lee Osterman
losterman@wesco.com
VP - Commercial, Institutional & Government (CIG)
240-632-1547
- ii. Marketing**
Lyn Spera
lspera@wesco.com
CIG Marketing
240-632-1533
- iii. Sales**
Rob Bezjak
rbezjak@wesco.com
Director/GM –CIG Sales Strategy and Execution
314-402-4732

Eric Anderson
eanderson@wesco.com
CIG Contracts & Business Manager
925-822-3578
- iv. Sales Support**
Regional Government Managers
Eight Person Team Strategically Located across the U.S.
- v. Financial Reporting**
Chelsey Driskel
cdriskel@wesco.com
Government Contract Specialist
412-454-2242
- vi. Accounts Payable**
Varies by Members Servicing Region/Branch
- vii. Contracts**

Rob Bezjak
rbezjak@wesco.com

Director/GM –Sales Strategy and Execution
314-402-4732

Eric Anderson
eanderson@wesco.com

CIG Contracts & Business Manager
925-822-3578

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Management of the OMNIA Partners account is accomplished under the direction of WESCO's Account team. The Global Account Management structure will be as follows: A Global Account Manager (GAM) will be assigned the overall implementation of the agreement. A corporate sponsor will be assigned to help the GAM to implement the agreement. At each branch there is an Outside Sales/Account Executive and (Inside) Sales Support person assigned to each facility to take care of the day-to-day business with the members.

The GAM, Rob Bezjak, is responsible for the overall performance of the agreement between OMNIA Partners and WESCO. He works through the branch network that has local responsibility for the day-to-day activities related to servicing the local facility. In between, the GAM works with Regional Government Managers, eight in total, who have the local responsibility for implementation and working with the branches to ensure compliance with the agreement and meeting customer expectations.

In addition, as part of the WESCO Global Account organization, an administrative staff at headquarters is responsible for additional aspects of the agreement including pricing, supplier relations, reporting, and other activities. OMNIA Partners will be assigned a unique Global Account Number that triggers pricing on the national and local level and is loaded into our company-wide computer network with the customer-specific pricing.

WESCO branches and offices assigned to support the account are staffed with sales reps who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. An Account Executive, as well as an Inside Sales support person would be assigned to support each location. Our account reps will make regular visits to the members so that they are available to support the needs of personnel and can typically be contacted via phone or email. Issues that arise related to quality and products can be responded to through local contact and field support procedures with ancillary assistance from factory personnel when required.

I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.

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 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 has created a series of customized hard copy and online communications, to highlight the OMNIA Partners 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 OMNIA Partners information has been developed for the FASTTRACK site, as well as the customer facing information available at www.wesco.com.

While our 2020 Sales and Marketing Plan will already be in the process of being implemented, we are reserving some trade show alignment decisions for the ongoing relationship to be promoted, and will revise current collateral focused on the local government, and education markets, to be refreshed with OMNIA Partners contract information in the event we win an award, would look for the OMNIA regional trainings for the Regional Government Managers to attend to better understand strategies in promoting the contract and the expectations of the members.

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

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

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.

An internal webinar training presentation will be available, as well as hosted local and regional training sessions to be run by our SLED Regional Government Managers (RGM) Team. The Team consists of 8 RGM's located strategically across the U.S. that allows for a quick response to training and answer questions regarding the contract. Another of the key connectivity points will be regular internal messaging via email to the key personnel servicing the contract

WESCO has in place a CIG (Commercial, Institution, Government) sales force that focus on the SLED market. This team consists of more than 300 salespeople across the U.S. and attend continuous internal trainings in regards to Government Contracts and processes.

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 Director 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. Rob is a past President of the NIGP Business Council, and is WESCO's current representative to NCPP, as a founding Sponsor of the program.

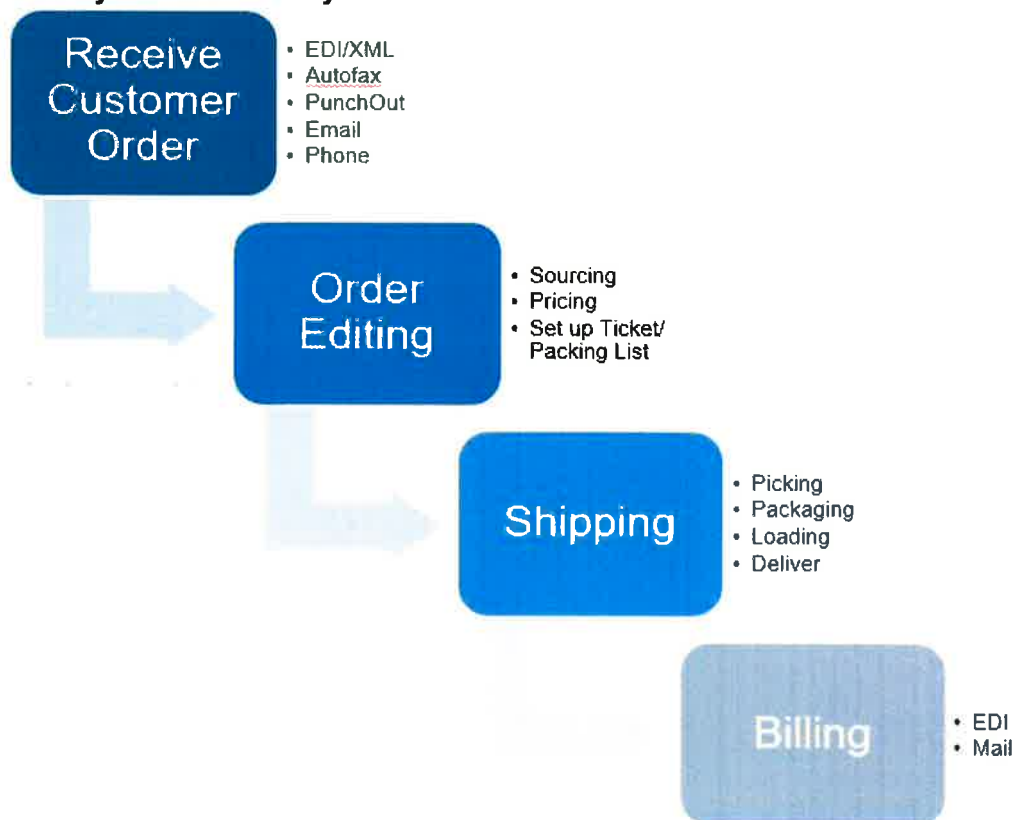
- J. **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

2018 - \$232M

Does not include sales to the Federal Government

• City of Phoenix, AZ	Lee Lilya	602-262-5020
• University of Illinois	Marcy Wright	217-300-4043
• University of Rochester	Jim Chodak	585-273-5817
• SUNY Buffalo	Martha Spence	716-645-4551
• Michigan State Univ.	Melinda Phillips	517-884-6168
• City of Dayton, OH	Donita Jo Garner	937-333-4035
• City of Chandler, AZ	Raquel McMahon	480-782-2407
• Cabrillo College District, CA	Tricia Hayes	831-477-5295
• City of Naperville, IL	Keri Moreland	630-548-1406
• Hawaii County, HI	Steve Wilhelm	808-961-8441

- K. **Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.**



- L. **Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners, Public Sector Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

\$0.00 in year one

\$0.00 in year two

\$0.00 in year three

WESCO will not be offering Guaranteed Contract Sales

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners, Public Sector).**
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners, Public Sector under the Master Agreement.**
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners, Public Sector).**
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.**

Detail Supplier's strategies under these options when responding to a solicitation.

WESCO would prefer to pursue business with using the OMNIA Partners master agreement as the basis for the response to eligible member agencies. In the event the agency chooses not to accept the OMNIA Partners agreement, we would either not quote the opportunity, or provide higher pricing than available through the contract.

In the event an individual quotation requires WESCO to price the opportunity at a lower level than the contract price due to large volumes or other special competitive conditions, we would still report the sale as through the contract. We reserve the right to jointly agree to a reduced fee as necessary in these cases, with the approval of OMNIA Partners management in advance of our quotation.



EXHIBIT F
FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

(a) is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$150,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES ESD Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES ESD Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30

CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES ESQ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES ESQ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES ESQ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES ESQ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES YSC Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES ESQ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for 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 paid 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", 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 subrecipients shall certify and disclose accordingly.

Does offeror agree? YES YSC Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that

Requirements for National Cooperative Contract

offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES LSO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES LSO Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES LSO Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES LSO Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES LSO Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: WESCO Distribution, Inc.

Address, City, State, and Zip Code: 225 W. Station Square Dr. Ste 700 Pittsburgh PA 15219

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: Lee Osterman, Vice President

Email Address: losterman@wesco.com

Signature of Authorized Representative: [Signature] Date: December 3, 2019

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

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 15219-1169

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, Inc., 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.)

Name	Address	Interest
None		

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

December 3, 2019 Lee Osterman VP, CIG
Date **Authorized Signature and Title**

NON-COLLUSION AFFIDAVIT

Company Name: WESCO Distribution, Inc.Street: 225 W. Station Square Dr.City, State, Zip Code: Pittsburgh, PA 15219State of MarylandCounty of MontgomeryI, Lee Osterman of Potomac, MD
the _____
Name Cityin the County of Montgomery State of Maryland

of full age, being duly sworn according to law on my oath depose and say that:

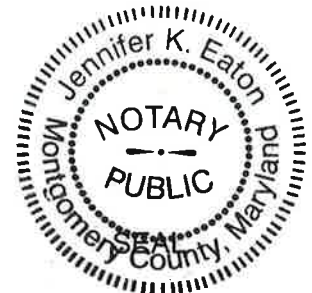
I am the Vice President of the firm of
VP, CIG
TitleWESCO Distribution, Inc.
Company Name

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 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 NameLee Osterman
Authorized Signature & Title

Subscribed and sworn before me

this 3rd day of December, 2019Jennifer K. Eaton
Notary Public of Montgomery County, Maryland
My commission expires September 12, 2022

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: WESCO Distribution, Inc.
Street: 225 W. Station Square Dr.
City, State, Zip Code: Pittsburgh, PA 15219

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is 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

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 the
- 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.

December 3, 2019
Date


Authorized Signature and Title
Lee Osterman
VP, CIG

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.


The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these

regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

CO= P582272

U= P582272

**EQUAL EMPLOYMENT OPPORTUNITY
2018 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
ALLEGHENY COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:944376284 EIN :251723345

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 423610 Electrical Apparatus and
Equipment, Wiring Supplies, and Related
Equipment Merchant Wholesalers

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	Equipment Merchant wholesalers														
	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	1	0	24	0	0	2	0	0	5	0	0	0	0	0	32
FIRST /MID OFFICIALS & MGRS	42	30	862	27	2	10	2	8	323	14	0	10	2	2	1334
PROFESSIONALS	17	12	298	9	0	24	0	1	146	7	0	12	0	4	530
TECHNICIANS	1	0	6	1	0	2	0	1	0	0	0	0	0	0	11
SALES WORKERS	119	38	1497	50	3	24	13	16	427	18	2	13	2	12	2234
ADMINISTRATIVE SUPPORT	42	64	259	38	2	10	4	5	459	75	1	21	1	12	993
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	41	1	150	37	3	0	2	3	3	1	0	0	0	0	241
LABORERS & HELPERS	191	41	503	167	5	31	2	14	126	35	1	3	0	1	1120
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	454	186	3599	329	15	103	23	48	1489	150	4	59	5	31	6495
PREVIOUS REPORT TOTAL	428	177	3702	310	14	101	24	49	1487	148	4	51	5	28	6528

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 12/15/2018 THRU 12/31/2018

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL:
EEO-1 REPORT CONTACT PERSON:
EMAIL: "ALCE@WESCO.COM

KIMBERLY WINDROW
MICHELLE FALCE

TITLE: VP HUMAN RESOURCES
TITLE: HR Director
PHONE NO: 4124542230

CERTIFIED DATE[EST]: 05/30/2018 3:09 AM

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ 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

☒ 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

☒ 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:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>3rd</u> day of <u>Dec</u> , 20 <u>19</u>	<u>Lee Osterman</u> (Affiant)
(Notary Public) <u>Jennifer K. Ector</u>	<u>Lee Osterman, VP, CIG</u> (Print name & title of Affiant)
My Commission expires: <u>Sept, 12, 2022</u>	(Co)





STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: WESCO DISTRIBUTION, INC.
Trade Name:
Address: 225 WEST STATION SQUARE DR STE 700
PITTSBURGH, PA 15219-1169
Certificate Number: 0091446
Effective Date: March 04, 1994
Date of Issuance: November 01, 2019

For Office Use Only:

20191101142422148



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

EXHIBIT 10

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 19-20

VENDOR/BIDDER: WESCO Distribution, Inc.

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- ☒ **A.** I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- ☐ **B.** I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____
Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Date

Print Name and Title

Lee Osterman - VP- CIG

December 3, 2019