

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and WESCO Distribution, Inc., 225 West Station Square Dr., Pittsburgh, PA 15219 (Supplier).

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

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to two times, for one additional year per extension, upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, to the extent and for the duration the manufacturer or service provider so warrants, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Except for the foregoing, supplier disclaims and excludes any and all other warranties regarding goods and services, express or implied, including, without limitation, the implied warranty of merchantability and fitness for a particular purpose.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent or intentional act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. In no event will Supplier, Sourcewell, or a Participating Entity be entitled to lost profits, liquidated, incidental, or consequential damages, even where specifically contemplated or known.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control, including, but not limited to, epidemics, pandemics, or national or global supply chain shortages. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or

2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles

in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcwell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

WESCO Distribution, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2022 | 2:12 PM CDT

DocuSigned by:
Lee Osterman
By: 5B1CAF47766646F...
Lee Osterman
Title: VP Sales-Government
Date: 11/10/2022 | 1:10 PM CST

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 11/10/2022 | 1:12 PM CST

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

Vendor Details

Company Name: WESCO Distribution, Inc.
Does your company conduct business under any other name? If yes, please state: CA
Address: 225 West Station Square Dr
Pittsburgh, PA 15219
Contact: Eric Anderson
Email: eanderson@wesco.com
Phone: 925-822-3578
Fax: 925-822-3578
HST#: 25-1723345

Submission Details

Created On: Tuesday July 26, 2022 08:57:44
Submitted On: Tuesday September 13, 2022 09:08:41
Submitted By: Eric Anderson
Email: eanderson@wesco.com
Transaction #: 0745c98e-521c-4162-97ec-0dfe186bf1e3
Submitter's IP Address: 136.226.79.5

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wesco Distribution, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Anixter, Inc., Communications Supply Corporation (CSC), Wesco Distribution-Canada, Wesco Services, LLC, Hill Country Electric Supply.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Wesco Energy Solutions, Avon Electric, Brown Wholesale, EESCO, Needham Electric Supply. For a complete listing of divisions, DBA's and affiliates, please use this link to the Financial Report https://investors.wesco.com/financial-information/annual-reports/default.aspx
4	Provide your CAGE code or Unique Entity Identifier (SAM):	05CF2
5	Proposer Physical Address:	225 West Station Square Dr., Pittsburgh, PA 15219
6	Proposer website address (or addresses):	www.wesco.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Lee Osterman, VP Sales – Government, losterman@wesco.com, 240-277-8159
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Rob Bezjak, Senior Director/GM SLED Business, rbezjak@wesco.com, 314-402-4732
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Eric Anderson, SLED Business and Contracts Manager, eanderson@wesco.com, 925-822-3578

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>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. 2021 annual sales were approximately \$16 billion. The Company employs approximately 18,000 people, maintains relationships with over 34,000 suppliers, and serves more than 180,000 customers worldwide. Wesco operates nine automated distribution centers that carries \$25 million in inventory that provides an Automatic Branch stock replenishment with dedicated middle-of-the-night delivery to more than 400 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.</p> <p>Through Wesco's subsidiaries and divisions, Wesco is the largest providers of Electrical, Lighting, MRO, Safety, Datacom, Door Locking Hardware and Physical Security products supplier in the country. 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.</p>
11	What are your company's expectations in the event of an award?	<p>After targeting our first Sourcewell contract, we are very excited at the prospect of winning a second MRO agreement. We expect to build upon the relationships we have developed with both the Sourcewell Team and the agencies and schools that use the agreement. In addition to our U.S. focused outreach, we will be aggressively expanding the new agreement into Canada in the event we win an award. Wesco's on-going expectations are –</p> <ul style="list-style-type: none"> • Increased engagement with key stakeholders in the SLED market (new and existing members) • Opportunities for sales growth to the customers eligible to buy through the contract • Improved market presence through organizations like NCPP, NPI and NIGP • Exponential sales growth due to Wesco's expanded product offering and improved service capabilities in Canada due to the Anixter acquisition
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Wesco has the largest buying power and ecosystem of suppliers in our industry. Our merger with Anixter International in 2020 has expanded our North American and global footprint, broadened our range of product and service offerings, and optimized our technical support services.</p> <p>As a result, Sourcewell can now leverage the combined power of \$18B in manufacturer spend to facilitate trilateral negotiations with key manufacturers. We'll help you achieve cost savings goals by offering alternative solutions, product consolidations, OEM part conversion, and assist in providing inventory management solutions to reduce inventory to improve working capital.</p> <p>Below are our gross revenue for the last three calendar year as well as our projection for 2022.</p> <p>2019 - \$8.4B 2020 - \$12.3B 2021 - \$18.2B 2022 - \$20.1B (projected)</p> <p>Please find attached our 2021 Annual Report and 10k to further demonstrate our financial strength and stability.</p> <ul style="list-style-type: none"> • Wesco_2021_Annual_Report.pdf • WCC_Wesco_International_Inc_10K_2021-03-01.pdf

13	What is your US market share for the solutions that you are proposing?	<p>Wesco is a leading provider of electrical and industrial maintenance, repair and operating (MRO) supplies, and communications and security products and solutions. The market is highly fragmented with thousands of manufacturers and over 10,000 distributors.</p> <p>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. Moreover, we also compete with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability.</p> <p>As a result of this highly competitive and fractured market in which our company operates (and the potential confusion with defining product and landscape scope), we do not provide our company's market share. Additionally, many companies we compete with do not release sales data publicly which would not be an accurate depiction of the market place (reflected in the share basis).</p> <p>What we can share with you – According to Electrical Wholesaling in May/June 2022, Wesco ranks number one out of 150 electrical distributors in North America. By continuing to invest in our business (e.g. Anixter acquisition) and building on secular growth trends, we expect to increase market share in 2022, projecting sales to grow 16%-18% compared to prior year.</p> <p>A topline view shows that the top 50 distributors have around a 20% share in North America.</p>
14	What is your Canadian market share for the solutions that you are proposing?	Wesco market share would vary based on the specific product/vendor set being referred to. For example, copper and fiber cable and connectivity-approximately 40% of the Canadian market. Pro Audio/Video products- approximately 5%. Physical Security Products- 18- 22%
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Wesco Distribution, Inc. has never petitioned for bankruptcy protection
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>As Wesco is an authorized distributor for thousands of manufacturers and will be identifying more than 200 in the offering, we can provide any authorization by request. Please see our website for more information on Wesco supplier relationships: https://www.wesco.com/us/en/brands.html</p>
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WESCO Services, LLC, dba Wesco Energy Solutions (WES) is licensed to conduct business in all 50 states, additionally 45 States have State Licensing Programs and WES holds an Electrical Contracting Licensing or equivalent in all 45 of these states. In the remaining 5 states that do not offer State Licensing WES has/obtains municipal licensing as required examples; Chicago, St Louis.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Communications Supply Corporation (CSC), a wholly owned subsidiary of WESCO Distribution, Inc., was temporarily debarred in New York in September 2015 because the New York Worker's Compensation Board (NYWCB) claimed not to have received proof of short term disability coverage for CSC employees for the period beginning 01 January 2015. When CSC learned of the debarment, the situation was promptly clarified with the NYWCB and proof of continuous coverage during the affected period was provided. The temporary debarment was then lifted once the NYWCB processed the evidence of coverage.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																
19	Describe any relevant industry awards or recognition that your company has received in the past five years	For a list of Wesco's awards since 2017, please find attached, 'Wesco_Awards Since 2017.pdf'. On September 7, 2022, Wesco's Senior Management Team rang the closing bell at the New York Stock Exchange as part of our financial industry day.																
20	What percentage of your sales are to the governmental sector in the past three years	Below list the total sales for Wesco for each year and the sales and percentage for State & Local <table border="1"> <thead> <tr> <th></th> <th>Total Sales \$</th> <th>S&L Sales</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$8.4B</td> <td>\$188M</td> <td>.022%</td> </tr> <tr> <td>2020</td> <td>\$12.3B</td> <td>\$302M</td> <td>.025%</td> </tr> <tr> <td>2021</td> <td>\$18.2B</td> <td>\$497M</td> <td>.027%</td> </tr> </tbody> </table>		Total Sales \$	S&L Sales	%	2019	\$8.4B	\$188M	.022%	2020	\$12.3B	\$302M	.025%	2021	\$18.2B	\$497M	.027%
	Total Sales \$	S&L Sales	%															
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21	What percentage of your sales are to the education sector in the past three years	Below list the total sales for Wesco for each year and the sales and percentage for Education <table border="1"> <thead> <tr> <th></th> <th>Total Sales \$</th> <th>Education Sales</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$8.4B</td> <td>\$131M</td> <td>.016%</td> </tr> <tr> <td>2020</td> <td>\$12.3B</td> <td>\$210M</td> <td>.017%</td> </tr> <tr> <td>2021</td> <td>\$18.2B</td> <td>\$365M</td> <td>.020%</td> </tr> </tbody> </table>		Total Sales \$	Education Sales	%	2019	\$8.4B	\$131M	.016%	2020	\$12.3B	\$210M	.017%	2021	\$18.2B	\$365M	.020%
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22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th>Contract Name</th> <th>2019</th> <th>2020</th> <th>2021</th> </tr> </thead> <tbody> <tr> <td>Sourcewell</td> <td>\$140K</td> <td>\$6.71M</td> <td>\$17.17M</td> </tr> <tr> <td>OMNIA Partners</td> <td>\$1.78M</td> <td>\$3.07M</td> <td>\$12.11M</td> </tr> <tr> <td>NPPGov</td> <td>\$4.30M</td> <td>\$287K</td> <td>\$160K</td> </tr> </tbody> </table>	Contract Name	2019	2020	2021	Sourcewell	\$140K	\$6.71M	\$17.17M	OMNIA Partners	\$1.78M	\$3.07M	\$12.11M	NPPGov	\$4.30M	\$287K	\$160K
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Sourcewell	\$140K	\$6.71M	\$17.17M															
OMNIA Partners	\$1.78M	\$3.07M	\$12.11M															
NPPGov	\$4.30M	\$287K	\$160K															
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Contracts and sales include Wesco and Anixter - <table border="1"> <tbody> <tr> <td>GS-07F-0196U</td> <td>2019 - \$168K</td> <td>2020 - \$112K</td> <td>2021 - \$114K</td> </tr> <tr> <td>GS-35F-573GA</td> <td>2019 - \$560K</td> <td>2020 - \$608K</td> <td>2021 - \$848K</td> </tr> <tr> <td>GS-07F-606OR</td> <td>2019 - \$2.12M</td> <td>2020 - \$3.22M</td> <td>2021 - \$1.67M</td> </tr> <tr> <td>GS-21F-0168W</td> <td>2019 - \$241K</td> <td>2020 - \$148K</td> <td>2021 - \$116K</td> </tr> </tbody> </table>	GS-07F-0196U	2019 - \$168K	2020 - \$112K	2021 - \$114K	GS-35F-573GA	2019 - \$560K	2020 - \$608K	2021 - \$848K	GS-07F-606OR	2019 - \$2.12M	2020 - \$3.22M	2021 - \$1.67M	GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K
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GS-21F-0168W	2019 - \$241K	2020 - \$148K	2021 - \$116K															

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
State of Iowa	David Kundid	515-745-2796
Anne Arundel County Public Schools	Coleen Myers	410-222-5169
Saratoga County, NY	Elizabeth Meier	518-885-2210

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Major University	Education	New York - NY	Electrical & Lighting material on a direct contract	Day-to-day needs	\$15M+
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6M
Major City	Government	Illinois - IL	Electrical & Lighting material fulfillment	Day-to-day and project	\$4M
Major City	Government	Arizona - AZ	Electrical & Lighting material fulfillment	Day-to-day and project	\$6.5M
Major Public Utility	Government	Washington - WA	Project maintenance and upgrade materials	Project	\$3.5M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Wesco operates approximately 800 geographically dispersed branch locations, 12 distribution centers (eight in the United States and four in Canada), and five assembly operations. Our distribution center network reduces the lead-time and cost of supply chain activities through warehouse automation and replenishment operations. Our 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 Sourcewell Participating Agency. Our account reps will make regular visits to the agency or school so that they are available to support the needs of the personnel and can typically be contacted via phone, fax, 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.</p> <p>Wesco's focus on the SLED market includes National Resources specialized in growing our business relationship with participating agencies. We have regularly participated in the annual H2O conference and numerous trainings as presented across the regions. We also have created a new centralized inside sales team to better serve potential members who we are targeting based on agency registration data provided by Sourcewell.</p> <p>Our specialized sales divisions are outlined below -</p> <p>Electrical & Electronic Solutions (EES) The EES segment supplies a broad range of products and supply chain solutions primarily to the Construction, Industrial and Original Equipment Manufacturer ("OEM") markets. Product categories include a broad range of electrical equipment and supplies, wire and cable, lubricants, pipe, valves, fittings, fasteners, cutting tools, power transmission, and safety products. In addition, OEM customers require a reliable supply of assemblies and components to incorporate into their own products as well as value-added services such as supplier consolidation, design and technical support, just-in-time supply and electronic commerce, and supply chain management. EES includes the "Electrical and Electronic Solutions" business acquired from Anixter and the majority of the legacy WESCO industrial and construction businesses.</p> <p>Communications & Security Solutions (CSS) The CSS segment supplies products and customized supply chain solutions to customers in a diverse range of industries including technology, finance, telecommunications service providers, transportation, education, government, healthcare and retail. CSS sells these products directly to end users or through various channels including data communications contractors, security, network, professional audio/visual and systems integrators. CSS has a broad product portfolio that includes copper and fiber optic cable and connectivity, access control, video surveillance, intrusion and fire/life safety, cabinets, power, cable management, wireless, professional audio/video, voice and networking switches and other ancillary products. CSS includes the "Network and Security Solutions" business acquired from Anixter and the legacy WESCO data communications and safety businesses.</p> <p>Utility & Broadband Solutions (UBS) The UBS segment supplies electrical transmission and distribution products, power plant maintenance, repair and operations supplies and smart-grid products, and arranges materials management and procurement outsourcing for the power generation, power transmission and electricity distribution industries. The UBS segment combines the "Utility Power Solutions" business acquired from Anixter, the legacy WESCO utility business, the legacy WESCO broadband business and the legacy WESCO integrated supply business.</p>

27	Dealer network or other distribution methods.	<p>The United States has 500+ branches and these Distribution Center locations: Warrendale, Pennsylvania (30 minutes north of the City of Pittsburgh – Wesco’s headquarters); Atlanta, Georgia, Byhalia, Mississippi; Carol Stream, Illinois; Dallas, Texas; Little Rock, Arkansas; Madison, Wisconsin; and Sparks, Nevada. Our Canadian locations include 150+ branches in nine provinces, as well as four Distribution Centers: Mississauga, Ontario; Montreal, Quebec City; Burnaby, British Columbia; and Edmonton, Alberta.</p> <p>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 \$1.3M in inventory. This inventory is replenished daily from each branch’s servicing Distribution Center, 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 Distribution Centers are connected by a common proprietary system, and inventory is visible in real-time at all locations. If the need arises, each branch has the ability to access inventory from any Wesco source, branch, Distribution Center, or supplier. This enables every branch to respond to emergency situations in a timely manner.</p>
28	Service force.	<p>Wesco is able to provide services for a limited number of the product solutions we distribute. Wesco Energy Solutions (WES) utilizes licensed contractors based on the scope of the project. 108 Licensed Contractors have supported our installation projects in the last 12 months. WES Utilizes a Substantial Network of Contractors vetted through State Licensing Boards and OSHA to provide the skilled labor required to support the project. Permitting, Inspections, meetings with Building Officials and Fire Marshals for plan review or code discussions are stress free when working with WES who is licensed as well as the Subcontractor who licensed in the states the work is being performed.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wesco uses sophisticated, proprietary order management systems to ensure that every customer order is handled quickly and accurately. Our team of dedicated associates is focused on providing sourcing and fulfillment services efficiently and accurately. Orders are received through EDI, Punchout, email, fax, or phone. The order is then reviewed (sourcing, pricing) and a ticket/packing list is setup. Next, the item is prepared for shipping (picking, packaging, loading, delivery). Finally, the order is billed to the customer via EDI or mail.</p> <p>We also offer on-line ordering capabilities through our website, buy.wesco.com. This feature-rich website provides our customers with a 24/7 ability to place purchase orders, check product availability, access customer-specific pricing, create requests for quote (RFQs), view detailed product descriptions, product images, catalog pages, invoices, and more.</p> <p>Customers can also procure material from a customized catalog that has been built specifically to suit their needs. These catalogs contain any material which the customer would like to purchase from Wesco and provide a rich shopping experience where users can research products, view spec and data sheets, and compare products side by side to ensure they are purchasing the exact item they need.</p> <p>Our personnel collaborate with the customer to determine the materials in scope and which employees that will have access to the site. Each customer employee is provided a unique login to allow freedom to purchase the materials they need, when they need them, as well as view online order history within the website.</p> <p>Upon award of a contract, 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 database to provide Participating Public Agencies with detailed reporting. Wesco has a standard report process that meets and exceeds most reporting requirements; however, we also have the ability to provide customized reports. Wesco can provide customized electronic or paper reports on a variety of transactional activities and can be sent on a daily, weekly, monthly, quarterly, annual basis. As an incumbent supplier, Wesco has experience and a great track record of providing the required reporting, and more, in a timely manner</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Dedicated teams assigned to Sourcwell will be ready to respond to inquiries in a timely manner with a protocol in place to escalate and evoke a more immediate response. From a resource perspective, we intend to staff Wesco personnel in all regions to provide dedicated support for each Sourcwell location.</p> <p>Wesco has a very practical sales approach in regards to an inquiry from a customer to delivery and invoicing -</p> <ul style="list-style-type: none"> • Sales receives an inquiry from a customer • Sales provides pricing, availability, and product specifications if required • Upon receiving a Purchase Order, sales processes the order utilizing the inventory in the network of warehouses • Sales will provide the customer updates of any material not readily available and expedite with the manufacturer • Warehouse processes the order and ships the material as explained in the Purchase Order. Wesco possesses a 99.2% average fill rate • If any backorders exist, Wesco will process a PO with the respective manufacturer within 24 hours. Backorders are automatically filled and not cancelled. • An invoice is processed and mailed the following business day after each shipment. <p>Wesco Distribution, Inc. does not engage in the practice of automatic or forced substitutions of product ordered. For any item that is out-of-stock, this method is followed -</p> <ol style="list-style-type: none"> (1) Upon receiving a purchase order, the Wesco salesperson verifies the Wesco stock level to the quantity on the purchase order. (2) The material that is in stock is allocated to the purchase order. (3) For material that is NOT in stock, the Wesco salesperson checks the availability with the respective manufacturer to verify the lead time of the material. (4) Wesco then informs the customer of the expected delivery date of the material. If customer approves, Wesco fulfills the backorder accordingly. (5) If the product is discontinued or the expected delivery date does not meet the customers' satisfaction, the Wesco salesperson will offer the customer an equal or better item as a substitution. Wesco will provide an updated price and any specifications the customer may need. (6) Wesco will proceed with the order of the substituted only as directed by the customer.
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Based on our successful implementation of the 2018 contract, we plan on replicating our post-award rollout which will feature internal and external communication collateral and social media outreach. We have a list of target agencies that use other Sourcwell agreements which will be the focus of our expanded sales and communication strategy.
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Wesco is able to service and deploy our entire portfolio of products to the designated participating entities of Sourcwell across Canada. We are assigning a Business Development Manager to coordinate an aggressive post-award rollout in Canada with their VP of Sales, Gary Mistak.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Wesco has sales locations in all 50 States which allows full U.S. coverage. For Canada, Wesco has facilities in each of Canada's ten provinces. While we can usually provide next day delivery service to most areas of Canada, there are some remote areas in the Territories and some provinces that require extended delivery times.
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Wesco will offer its agreement to all Sourcwell participating entity sectors
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Wesco has a corporate marketing team of 50+ professionals including two dedicated resources for State and Local government contracts. Lyn Spera has worked with the worked with the Sourcwell marketing team for the past 4 years. Once the agreement is signed, Wesco will take the following steps to promote our services to the participating agencies:</p> <ol style="list-style-type: none"> 1. Update the co-branded custom line card for the Sourcwell membership (see attachment of current Wesco Sourcwell Line card). 2. Update custom landing page for members (housed on WESCO's homepage and/or within the contract's platform). 	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Wesco is engaged in the common uses of the Social Media sites (LinkedIn, Facebook and Twitter) and use these sites for updates for followers. 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. Wesco does use social media to announce and promote the shows and to provide our show whereabouts.</p> <p>Wesco's Digital Marketing team has a marketing technology stack that includes marketing automation, analytics, email marketing tools, social media monitoring and scheduling tools, lead capture forms and landing pages, event management and other capabilities. Using the data collected (location, device usage, lead scoring, page interactions, past purchase, etc.) we are able to compile a detailed picture of our customers and prospects digital behaviors and buying preferences. We develop workflows and nurturing campaigns aimed at those customers and prospects with content based on their unique buyer journey focused on driving engagement and sales.</p>	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	<p>As a potential supplier, we see your investment in business development resources as a differentiation to us and to the purchasing community. Internally, we see your database search engines and available metrics for prospecting and customer share data mining to be very impactful. As an industry leader in Global sales implementations, and the current holder of multiple cooperative and group purchasing organization contracts, we have a "WIN" implementation process that we will use. We are also open to any best practices you have, since you also have considerable expertise in implementations targeted at this customer segment.</p> <p>Nationally, we will engage with your team to connect on key items that are important to sync up on, and will welcome, following an award, to conduct an implementation and re-launch meeting with your supplier management team.</p> <p>Internally, we will conduct a "kick-off" conference call which would include our Regional Government Managers and the appropriate Sourcwell resources to discuss the support that is available from Sourcwell, and how we would engage with you to access these resources from the Sourcwell staff. The goal of this call would be to set the expectations for the agreement execution and find the best opportunities for both short term and long-term wins.</p> <p>In regards to integrating the contract into Wesco field sales team, the Government Team will send out an internal email blast to all salespeople announcing the contract. Training webinars will be held quarterly to review the requirements, strategies, targets and advantageous of selling through the contract. Internally, all documents and pricing information will be hosted on our internal Sharepoint website, for easy access and use by our branches throughout the country. This information includes – Contract Overview, Pricing, Customer Linecard, and other internal and marketing materials. This way, the salespeople have immediate access to all selling tools.</p> <p>We will replicate this practice in Canada through their VP of Sales.</p>	*

39	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>eProcurement Ordering Solutions Wesco's eProcurement solutions allow you to receive real-time supply chain information to improve efficiency, streamline purchasing, and deliver cost savings while meeting the government's unique procurement needs. Many government and educational customers access Wesco eCommerce online solutions through any web browser utilizing their .gov or .edu email address plus secure PW to login. Purchases can be made via PO number or P-Card. We have worked with many institutions to establish punchout connections through 3rd Party Market Sites such as Jaggaer or ESM. Our solutions reduce errors from manual entry, and can reduce processing costs by transacting via EDI, XML, or CXML for the electronic exchange of purchase orders, invoices, and advance shipment notifications.</p> <p>Buy.wesco.com and Anixter.com, our web-based business systems, perform a variety of presales, ordering, and post-sales functions such as:</p> <p>View product information</p> <ul style="list-style-type: none"> • Search by Keyword, manufacturer PN, Wesco PN or your PN • View contract price • View Wesco's inventory in real time <p>Place orders and request quotes</p> <ul style="list-style-type: none"> • Save a bill of materials • Create reusable lists for repeat or standardized orders • Utilize "quick-order" function • Confirm product standards and download manufacturer specifications • Request quote for large projects or items not found online <p>Manage orders</p> <ul style="list-style-type: none"> • View order status • Receive order confirmations • Track shipments • Receive shipping acknowledgements • View proof of deliveries • Download copies of invoices <p>Select account preferences (login only)</p> <ul style="list-style-type: none"> • Save payment information • Update shipping addresses • Manage users' access within your organization • Request levels of authorization <p>Connect with your Wesco sales team</p> <ul style="list-style-type: none"> • Submit requests for quotes • Call, email or otherwise collaborate in the way that you like to do business <p>Additional eCommerce capabilities can be reviewed on our websites: https://www.Anixter.com/en_us/services-and-solutions/supply-chain-services/ecommerce.html https://buy.wesco.com/content/learning-center</p>
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Table 8: Value-Added Attributes

Line Item	Question	Response *
40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Customer-specific product training solutions are a feature of Wesco's Value Creation (WVC) Program. We offer a wide range of trainings across 40 value added services including safety, energy & sustainability, security, engineering services, eCommerce, and much more.</p> <p>Moreover, Wesco branches and region offices are staffed with sales personnel who can provide product application expertise, technical bulletins for the range of products marketed, and access to local manufacturer representatives. On-site training seminars and assistance can be coordinated by Wesco and/or factory representatives. Since Wesco is partnered with most top name MRO, Electrical and Lighting manufacturers in the industry, we can take over the task of scheduling manufacturers to provide specific product training.</p> <p>The frequency and costs vary based on the customer's requirements. Certain training is available at no additional charge while other training and in-service support are contingent upon the product manufacturer's service and support rates.</p> <p>Wesco sales personnel along with the Regional Government Managers are there to provide product updates, product training and to set up product seminars as requested by the customer.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>As most of these products offered may be considered “off-the-shelf” and “Commodity” type items, technology advances specific to the manufacturers Wesco will be offering may not be deemed exclusive to Wesco. Wesco does have a strong history of partnering with world-class suppliers to provide the best selection of quality Data Center, Security, A/V, Electrical, Lighting and MRO products to our customer base. It is through these partnerships that Wesco and our preferred suppliers have grown and become driving forces in the market. To maintain our leadership position as an electrical distributor, Wesco will continue to work even closer with our preferred suppliers. It is for this reason that we are going through a supplier rationalization process where we will drive more business to our preferred strategic partners, maximizing the profitability of our company and theirs, while never losing sight of supplying the highest quality products to meet the needs of our mutual customers.</p>	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>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. We report the progress of our Environmental Sustainability actions annually as part of our Carbon Disclosure Project submissions and bi-annually as part of an overarching Corporate Social Responsibility Report.</p> <p>Environmental Sustainability Initiatives</p> <ul style="list-style-type: none"> • LED retrofits to reduce our power usage • Increasing recycling efforts and optimization to reduce waste to landfill • Utilizing EV and alternative fuel for our fleet <p>Environmental Sustainability Objectives:</p> <ul style="list-style-type: none"> • Actively manage and reduce energy usage at all branches, Distribution Centers and corporate locations; • Reduce energy demands across the company through the adoption and implementation of new energy saving and renewable energy technologies where practical and financially feasible; • Reduce greenhouse gas emissions through improved building energy efficiency, reduced fuel consumption, and investments in renewable energy sources where feasible; • 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; • 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; • 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; • 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; • 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 • Form partnerships with government and non-government organizations that we believe can help us in our sustainability mission and objectives. <p>Environmental Sustainability Goals</p> <ul style="list-style-type: none"> • 8% reduction of greenhouse gas emissions intensity • 10% reduction in facility energy intensity • 3% improvement in the fuel efficiency of our fleet • 10% reduction in landfilled waste intensity 	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Where possible, Wesco looks to promote green products that have earned 3rd party certification from an independent certifying agency. Some of the key 3rd party certifications Wesco products carry include ENERGY STAR, Green Seal, FSC, SFI, and FEMP-Compliant. Working with federal customers, Wesco has placed a special emphasis on identifying 3rd party certification for product categories covered under the EPA’s Environmentally Preferable Purchasing Guidelines (www.epa.gov/epp/).</p> <p>Wesco has worked diligently with its manufacturer partners to identify a strong set of products that meet one or more of the following criteria: energy savings, water conservation, waste reduction, harmful chemicals removed, recycled, environmentally friendly, or environmentally friendly system. Each product within these categories carries certifications such as Energy Star®, FEMP, RoHS and others. Manufacturers provide documentation to Wesco to substantiate these categorizations and certifications.</p>	*

44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a Fortune 500 Company and international distributor of electrical, lighting, datacom, security, A/V and general MRO products, Wesco Distribution, Inc. welcomes opportunities to work closely with businesses led by minority, women, and disabled owned entrepreneurs whose talents and capabilities assist Wesco in being a stronger and more respected company. Wesco is committed to purchasing products and services from companies having diverse ownership characteristics, as well as supporting our customers with quality products to maintain their operations at high levels of safety and performance.</p> <p>Since 1999, we have distributed quarterly electronic diversity purchasing reports to help U.S. customers report on their indirect diversity purchases from Wesco. As a General Services Administration (GSA) contract holder since 2000, we continuously strive to attain annual small business subcontracting goals. The small business subcontracting initiative focuses on increasing subcontracting opportunities for minority, women, and disabled veteran-owned business enterprises (MWDVBEs), as well as HUBZone- and 8-A-certified small businesses to receive maximum practical opportunities in federal government subcontract awards. The program seeks to ensure that domestic small businesses receive a fair and equitable opportunity to compete for and receive subcontracts.</p> <p>Currently, Wesco distributes product from more than 1450 diverse manufacturers.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Wesco competes directly with global, national, regional, and local distributors of Electrical, Lighting, MRO and Datacom 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.</p> <p>Wesco also competes with buying groups formed by smaller distributors to increase purchasing power and provide some cooperative marketing capability. While increased buying power may improve the competitive position of buying groups locally, Wesco believes it is difficult to coordinate a diverse ownership group to provide consistent quality products and services across multiple geographic regions. Although certain Internet-based procurement service companies, auction businesses and trade exchanges remain in the marketplace, the impact on our business from these competitors has not been significant to date.</p> <p>Market Leadership - Our ability to manage complex global supply chains, multi-site facility maintenance programs and construction projects that require special sourcing, technical advice, logistical support, and locally based service has enabled us to establish a strong presence in our served markets. Wesco has utilized these skills to generate significant revenues in a broad range of industries with intensive use of electrical and industrial products.</p> <p>Broad Product Offering and Value-added Services - Wesco provides a wide range of products, services, and procurement solutions, which draw on our product knowledge, supply and logistics expertise, system capabilities, and supplier relationships to enable our customers to maximize productivity, minimize waste, improve efficiencies, reduce costs, and enhance safety. Our broad product offering, and stable source of supply enables us to consistently meet virtually all of a customer's product, MRO, and OEM requirements.</p> <p>Extensive Distribution Network - Wesco operates more than 800 geographically dispersed branch locations and 43 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 and allows us to:</p> <ul style="list-style-type: none"> • Enhance localized customer service, technical support and sales coverage; • Tailor individual branch products and services to local customer needs; and • Offer multi-site distribution capabilities to large customers and global accounts. <p>Low-Cost Operator - Our competitive position has been enhanced by our consistent favorable operating cost position, which is based on use of Lean, strategically located distribution centers, and purchasing economies of scale. As a result of these factors, our operating cost as a percentage of sales is one of the lowest in our industry.</p>

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Wesco passes through the warranties offered by our manufacturer and installer partners, without modification.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wesco passes through the warranties offered by our manufacturer partners, without modification.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As the role of Wesco being a distributor, and does not have any Technicians on staff, this will not apply.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Wesco will assist any member with any warranty issues across the United States, but since Wesco does not have Technicians on staff, this will not apply.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Wesco will assist any member regarding any warranty issue and will work with the respective manufacturer to resolve the problem. The ultimate responsibility will be the OEM, but the member will work with Wesco along the way to satisfy the issue.
51	What are your proposed exchange and return programs and policies?	<p>Return Policy –</p> <ul style="list-style-type: none"> • Customer may return material for any reason at the branch or distribution center from which the material was shipped, subject to Wesco prior approval, which will not be unreasonably withheld. Prior to returning material, contact your Wesco salesperson for approval and instructions. • If permission for return is granted, Wesco shall issue a Return Authorization number, and material approved for return should be sent back to Wesco within 30 days after the issuance of the RA number. • Returns are subject to manufacturing restocking fees, if any. • Material return requests greater than 60 days after the customer receipt of the material may not be approved for return. • Wesco will only accept the return of materials that were purchased directly from Wesco. • Approved return material must be returned unused and in re-sellable condition in order to receive credit. Electrical components must be unopened in order to be considered re-sellable. • Any non-stock/special made-to-order product that cannot be returned to the Wesco material manufacturer will not receive return authorization and the customer will not be issued credit. • The customer will be notified in the event material received back to Wesco is deemed not creditable and to determine to either scrap or return the material back to the customer, at the customer's expense.
52	Describe any service contract options for the items included in your proposal.	As a products distributor, Wesco does not offer any direct Service Contract options. Wesco can help facilitate with the manufacturers in the event a Service Contract comes available, as these options would come directly from the manufacturer.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Wesco's standard payment terms are NET 30 from day of shipment
54	Describe any leasing or financing options available for use by educational or governmental entities.	Wesco does not provide any Leasing or Financing options. We are willing to work with Sourcewell's awarded Leasing Company based upon member request.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Wesco does not utilize standard order forms with customers that leverage Sourcewell. We follow the usual quote, customer order review and order acknowledgement process, with awards subject to the terms of the Sourcewell agreement.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	WESCO does accept P-Card procurement and payment process. There is no additional cost to Sourcewell member in using this option.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Wesco will offer a "Discount off MSRP" Price Schedule broken down by Manufacturer and Product Sets. It will also show commodity manufacturers that will be based on a "Cost Plus" structure. This is titled "Sourcewell – Categories & Manufacturers". Since we are pricing several hundred suppliers products in our response, a SAMPLE of our MSRP sheets that Wesco will maintain for all manufacturers for the duration of the contracts is attached, and all sheets in effect at the time of pricing are available upon request. Please refer to our Categories and Manufacturer and sample MSRP documents in the upload section.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The Discount ranges from 0% - 89% off of MSRP or Trade Service End Column, at the time of quote. The variance of the discounts is due to the different industries our suppliers serve, which have different discount levels provided for their Trade Service Pricing. Since we do not use a Wesco List price, we do not control the price levels, but this provides an accurate third-party benchmark for the basis of our discounts.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Wesco maintains strategic relationships with the top manufacturers in the industry. These relationships allow Wesco to negotiate additional cost-savings for large project and bulk purchases. Our contract price is a not to exceed level, but we are able to occasionally negotiate better pricing for a specific opportunity, based on supplier discounts and product availability. As every opportunity can be unique in nature, Wesco always entertains working with the customer on any large purchase to determine the matched manufacturer and product to then work strategically to obtain the best potential cost savings discount available. These opportunities are a case-by-case event therefore these opportunities will be examined at the time of inquiry.

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of manufacturers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.</p> <p>Wesco shall provide a quote based on a case-by-case scenario and pricing will be based upon “Cost Plus %”, which will be in line with the provided Wesco Price Schedule, based upon Product Category. In the quote to the member, Wesco will note items that are deemed Open Market.</p>	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Wesco’s proposal offers standard distribution services that includes standard shipping terms. Wesco has successfully developed and implemented numerous strategic alliances / managed business relationships throughout the United States, to assist our customers in reducing their “Total Cost of Ownership”. Collectively, they incorporate a wide variety of vendor managed inventory program elements, such as bin-stock replenishment, kitting, and warehouse management across a broad range of products.</p> <p>We normally incorporate these services into the price on the contract, while reserving the right to notify an agency in advance of any order, of the costs which need to be passed on due to services that are requested that are outside of the scope of our normally provided options.</p>	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipments of material are generally made via Wesco truck, UPS or a common carrier. Freight charges for Wesco core products shall be Prepaid and Allowed. For any expedited shipping per the customers’ request, this shall be Prepaid and Charge. The shipping charge will be added to the customer’s invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Wesco maintains sales locations in Alaska and Hawaii. For items located in the locally stocked warehouse, the policy stated above will apply. For items shipping from the Continental U.S., shipping charges may apply. In the State of Hawaii, items shipping from a sales location different from the island of destination, shipping charges may apply. In the State of Alaska, shipping charges may apply in shipping to any remote location.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Wesco Distribution, Inc. carrier partnerships are nationally, regionally and locally based. Wesco is capable of providing a wide range of shipping services, from shipping small parcels to shipments that are multiple truck loads. Wesco can also offer expedited deliveries from next flight out airfreight to local messenger deliveries. Wesco is always looking for capabilities of our carriers and comparing those to service needs to our customers. We will assign the appropriate carrier based on the final destination location, delivery services required, and delivery date to ensure the most economical shipping costs. Generally, WESCO can deliver in stock items to all member locations on a same day or next day basis depending on your locations’ specific needs. Same day shipments will require a cutoff time, to be established between Wesco and individual agency. Orders placed before the cutoff time would be delivered the same day, order placed after the cutoff time will be delivered the following day. Same day deliveries will be made via Wesco truck and/or local contract carrier.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *

<p>66</p>	<p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p>	<p>The SLED Contract Management team is responsible for the overall performance of the agreement between Sourcewell and Wesco, working with the branch network that has local responsibility for the day-to-day activities related to servicing the local facility. The Regional Government Manager (RGM) works with the branch manager who has the local responsibility for implementation and working with the service and sales team to ensure compliance with the agreement and meeting customer expectations.</p> <p>The core of our compliance processes is an assigned unique Global Account Number, dedicated to the Sourcewell contract which triggers pricing, reporting and fee accrual at the branch level. The Wesco Global Account organization, which the SLED Team is a part of, consists of an administrative staff at headquarters, is responsible for these aspects of the agreement and auditing pricing through our financial services team.</p> <p>Wesco utilizes a variety of quality and performance reporting and metrics to monitor our ability to meet internally set guidelines as well as specific customer programs. On a daily basis each of our facilities are evaluated and measured based upon each facilities ability to meet order fulfillment and shipping capability against targeted goals. Our materials management and warehouse management system monitors all steps in the order fulfillment process from picking, packing, consolidation, manifesting and for select carriers, proof of delivery.</p> <p>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.</p>
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67	<p>If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.</p>	<p>We expect our sales volumes to more than double during the term of the next contract. Due to increasing the number of agencies Wesco is working with and the broader portfolio we can offer following the acquisition of Anixter, expectations are very high for a potential award. With regards to internal metrics of our services, below are the the primary internal operations performance metrics Wesco utilizes to monitor our distribution business. Goal for each is 100%.</p> <p>Customer Satisfaction Performance All customer complaints are logged into our Customer Service Database. Measured as the total reported errors and includes Sales and Customer: 2021 – 99.93% 2020 – 99.93% 2019 – 99.90% 2018 – 99.90%</p> <p>Each complaint is documented as to the source of the error or issue, the two primary areas being Operations and Carrier related. Therefore, the number of reported errors is deducted to provide the percentage of orders where the customer was in fact 100% satisfied and we were accurate with getting the customer what they wanted, when they wanted it (correct material, correct quantity, and correct delivery).</p> <p>Order Fulfillment Performance Based on “On-Hand” Inventory Order Fulfillment is based on filling a customer's order completely with the correct product and quantity from product in stock. 2021 – 99.93% 2020 – 99.93% 2019 – 99.93% 2018 - 99.93%</p> <p>It means the material is available as a complete shipment from the warehouse at the time the order is processed. To make sure this is the fact, we monitor inventory integrity using cycle counts and block audits to ensure not only the availability of the product but that the product is in its correct warehouse locator for picking and the on-hand inventory quantity matches the quantity in our system.</p> <p>On-Time Shipping Performance On-time shipping is based upon how many orders were shipped within the timeframe requested or what percentage of the time the order shipped on time to meet the customer's expectation. 2021 – 98.32% 2020 – 98.13% 2019 – 98.13% 2018 - 99.98%</p> <p>Customer Rejection Rate Performance Rejection rate is based on design, which would be applicable to a manufacturer. However, we do measure our customer complaints; those could be considered customer rejections. The goal was 99.89% accuracy based on the number of orders shipped with issues that are the responsibility of operations (warehouse). The customer rejection rate will be 99.89% for 2022.</p>
68	<p>Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)</p>	<p>Wesco would like to offer a 1% Contract Administration Fee that will be calculated against all sales based on the Sourcewell contract.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>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 160,000 unique product stock keeping units ("SKUs") from over 30,000 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.</p> <p>Representative products that Wesco offers include:</p> <ul style="list-style-type: none"> • Electrical Supplies. Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies • Industrial Supplies. Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial and other MRO supplies • Power Distribution. Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products • Lighting. Lamps, fixtures, ballasts, mounts, poles and lighting control products • Wire and Conduit. Wire, cable, raceway, metallic and non-metallic conduit • Control, Automation and Motors. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces • Data and Telecom. Copper and fiber cable, data connectivity, support and protection products • Physical Security and Access Control. DVR's, Card Readers, Camera's, Applicable Software • Door Locking Hardware. Keys & Cylinders, Locking Hardware, Key Management • Audio/Video. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones • WES Services. Turkey installation of EV Charging, Solar, Lighting <p>Wesco will attempt to source any manufacturer upon request. Customer requirements for specified products determine the selection of suppliers. During Sales Order Processing, sales and operations groups review all customer product and service requirements. If product specified is not manufactured by a Wesco-approved Supplier, personnel will contact the relevant manufacturer to confirm their capabilities to produce product to relevant to the industry and government standards identified on the customer order.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>WES Services Provided -</p> <ul style="list-style-type: none"> • Lighting Services WES can provide interior and exterior lighting solutions for traditional, decorative and energy efficient needs. WES can offer energy audits, design lighting, control system upgrades, and integrate with building management systems. • EV Charging Stations WES can off a complete solution for commercial and public plug-in electric vehicle (PEV) stations that are compliant with all industry standards and compatible with all major auto manufacturers' electric vehicles. WES can assist accessing available rebates and incentives. Product is SAE J1772 compliant • Solar WES can provide solutions for Rooftops, Parking Facilities and Undeveloped Open Areas to future-proof your electrical rate and offset your utility bill expenditures. WES can also assist in researching incentives and rebate funding that may be available to you • Wireless If you are looking to add or expand your Distributed Antenna System or a basic Wi-Fi system with access points, WES can install the system to fit your needs • Network Infrastructure Needing to expand or upgrade your copper and fiber internal communication system to meet your networking needs? WES can install the latest technology of cable, connectivity and network pathways to exceed your highest demands.

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

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

Line Item	Category or Type	Offered *	Comments
71	Facility MRO	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tools and testers, safety and security, fall protection, personal protection, consumables, fasteners, janitorial
72	Industrial supplies or building materials	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wire, cable, raceway, metallic and non-metallic conduit. Copper and fiber cable, data connectivity, support and protection products. DVR's, Card Readers, Camera's, Applicable Software. Keys & Cylinders, Locking Hardware, Key Management. Mounts, Control Systems, Cameras, Speakers, Displays, Projectors, Microphones
73	Electric, mechanical, fluid, or pneumatic power transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Circuit breakers, transformers, switchboards, panel boards, metering products and bus way products. Motor control devices, drives, surge and power protection, relays, timers, pushbuttons and operator interfaces
74	Electrical service or lighting	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wiring devices, fuses, terminals, connectors, boxes, enclosures, fittings, lugs, terminations, tape, splicing and marking supplies. Lamps, fixtures, ballasts, mounts, poles and lighting control products
75	Plumbing or waterworks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Services related to the offering of the solutions in Lines 71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wesco provides Product Values Added Services that is offered by specific manufacturers that may include – existing products audits, new product start-ups and tie-in's, new product training, etc.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Wesco Sourcewell - Price Structure.xlsx.zip - Friday September 09, 2022 10:28:31
 - [Financial Strength and Stability](#) - Wesco_2021_Annual_Report and 10-k.zip - Thursday September 08, 2022 09:49:29
 - [Marketing Plan/Samples](#) - Wesco Sourcewell current marketing samples.zip - Thursday September 08, 2022 09:53:07
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty - WESCO.docx - Tuesday September 06, 2022 11:41:25
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Wesco_Awards Since 2017.pdf - Tuesday September 06, 2022 11:39:55

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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