

**CITY CLERK
ORIGINAL**

**C-10459
11/24/2015**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 27 day of November, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Wesco Distribution, Inc., a Delaware corporation authorized to do business in Arizona dba Brown Wholesale Electric ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 1, 2014, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Industrial and MRO Supplies (Electrical & Lighting), Contract No. ADSPO14-064773 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was February 1, 2014, until the date the contract expires on January 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond

January 31, 2019. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until January 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for 3 one-year periods until the Cooperative Purchasing Agreement expires on January 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached as Exhibit C.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree to a different schedule, as provided in Exhibit D.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed thirty thousand dollars (\$30,000) annually or one hundred twenty thousand dollars (\$120,000) for the entire term of the Agreement.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

6. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Michelle Woytenko, Deputy Director
6210 West Myrtle, Suite 111
Glendale, Arizona 85301
623-930-2613

and

Wesco Distribution Inc.
c/o Laura Sundberg
3425 E. Van Buren St, Suite 140
Phoenix, AZ 85008

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

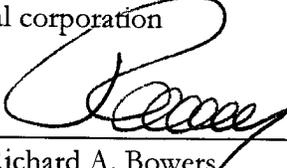
“City”

“Contractor”

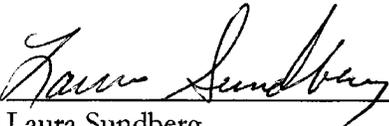
City of Glendale, an Arizona
municipal corporation

Wesco Distribution Inc.,
a Delaware corporation

By:


Richard A. Bowers
(Acting) City Manager

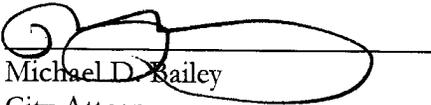
By:


Name: Laura Sundberg
Title: Account Representative

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT A

State of Arizona Contract No. ADSPO14-064773
Industrial and MRO Supplies (Electrical & Lighting)



Master Blanket Purchase Order ADSP014-064773

Header Information

| | | | | | |
|-------------------------------|----------------------------------|------------------------|------------------------|---------------------------|---|
| Purchase Order Number: | ADSP014-064773 | Release Number: | 0 | Short Description: | Industrial and MRO Supplies (ELECTRICAL AND LIGHTING) |
| Status: | 3PS - Sent | Purchaser: | Jennifer Wenger | Receipt Method: | Quantity |
| Fiscal Year: | 2014 | PO Type: | Blanket | Minor Status: | |
| Organization: | State of Arizona | Location: | STRGC - SPO Strategic | Type Code: | Statewide |
| Department: | ADSP0 - State Procurement Office | Entered Date: | 01/31/2014 02:03:04 PM | Control Code: | |
| Alternate ID: | | Retainage %: | 0.00% | Discount %: | 0.00% |
| Days ARO: | 10 | Release Type: | Direct Release | Pcard Enabled: | Yes |
| Print Dest Detail: | If Different | Tax Rate: | | Actual Cost: | \$0.00 |
| Catalog ID: | | | | | |
| Contact Instructions: | jennifer.wenger@azdoa.gov | | | | |

Master Blanket/Contract End Date (Maximum): 01/31/2019 11:59:59 PM

Project No.:
Building Code:
Cost Code:
Special Purchase Types:
PIJ NUMBER:
Coop Spend To Date:
Commodity Reference Id:
PO External Doc Type:

Agency Attachments: [Contractors Offer_WESCO.zip](#) [ADSP014-064773.pdf](#) [Core List Pricing_WESCO_ELECTRICAL.pdf](#) [Core List Pricing_WESCO_Lighting.xlsx](#) [NON-CORE PRODUCT DISCOUNTS.pdf](#) [WESCO PRODUCT CATALOG-ELECTRON VERSION.pdf](#) [Change Order Summary 1 - WESCO](#) [Change Order Summary 2 - Wesco](#) [COI Wesco Exp. 06.04.16](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor:  9000021834 - WESCO DISTRIBUTION/BROWN WHOLESALE ELECTRIC
 Laura Sundberg
 3425 E Van Buren St Ste140
 Phoenix, AZ 85008
 US
 Email: lsundberg@wesco.com
 Phone: (602)275-8521

Payment Terms: Net 30
Shipping Method: Best Way
Shipping Terms: F.O.B., Destination
Freight Terms: Freight Allowed

PO Acknowledgements:

| Document | Notifications | Acknowledged Date/Time |
|----------------|---|------------------------|
| Purchase Order | Emailed to lsundberg@wesco.com at 06/25/2015 02:20:22 PM | 06/25/2015 01:26:56 PM |
| Purchase Order | Emailed to lsundberg@wesco.com at 12/19/2014 07:18:33 AM | 12/19/2014 09:53:35 AM |
| Purchase Order | Emailed to lsundberg@wesco.com at 02/12/2014 08:07:39 AM | 02/12/2014 10:18:56 AM |

Master Blanket/Contract Vendor Distributor List

| Vendor ID | Alternative ID | Vendor Name | Preferred Delivery Method | Vendor Distributor Status |
|-------------------|----------------|---|---------------------------|---------------------------|
| <u>9000021834</u> | PZ9000021834 | WESCO DISTRIBUTION/BROWN WHOLESALE ELECTRIC | Email | Active |

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 02/01/2014 **Master Blanket/Contract End Date:** 01/31/2016
Cooperative Purchasing Allowed: Yes

| Organization | Department | Dollar Limit | Dollars Spent to Date | Minimum Order Amount |
|--|--------------------------------------|--------------|-----------------------|----------------------|
| ALL ORG - Organization Umbrella Master Control | AGY - Agency Umbrella Master Control | \$0.00 | \$20,169.68 | \$0.00 |

Item Information

Print Sequence # 1.0, Item # 1: For each release, Customer needs to enter in the Contracted Unit Cost from the Core List (attached) or the Unit Cost as per Contractor's Catalog price as well as the contracted Discount from List Price in the Discount % field if that is not already part of the list price. Each line item below includes the contracted discount from list price for that category as part of the description. Customer should also include a description of the specific item being ordered in the Item Description field or attach a quote from the Contractor with the specific item description.

| Receipt Method | Qty | Unit Cost | UOM | Discount % | Total Discount Amt. | Tax Rate | Tax Amount | Total Cost |
|------------------------|-----|-----------|-----|------------|---------------------|----------|------------|------------|
| This item is narrative | | | | | | | | |



Contract Change Order Summary

Contract No.: ADSP014-064773

Change Order No.: 01

Date: November 4, 2014

State of Arizona
State Procurement Office
100 N. 15TH Avenue, Suite 201
Phoenix, AZ 85007

The above-mentioned contract is hereby amended as follows:

- A. In accordance with Special Terms and Conditions Section 1.3, Contract Extension, the contract is hereby extended through January 31, 2016.
- B. Special Terms and Conditions Section 1.7, Eligible Agencies, is hereby modified and shall read as follows;



3. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED

ACKNOWLEDGEMENT AND AUTHORIZATION

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract by the Procurement Officer or delegate.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

1. INTRODUCTION/BACKGROUND

Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Industrial and Facilities Maintenance Supplies necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.

The awarded contract(s) shall replace existing contracts for Industrial Equipment and Supplies, Lighting Supplies: Lamps, Ballasts, Light Sensors and Exit Signs, Electrical Parts and Supplies, HVAC Filters and WSCA Facilities MRO/ Industrial Supplies. The State desires to enter into contract(s) with reliable and capable vendors who can manage multiple agency accounts and delivery points located throughout the state, provides a online ordering system from a contract specific catalog with an effective filtering mechanism for excluded products, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Industrial and Facilities Maintenance Supplies, comprised of the items within the Product Categories at reasonable prices and offers the various discounts and programs as stated in this solicitation. The estimated dollar volume of products and equipment purchased under the proposed contract(s) is \$10 to \$12 million annually based on historical usage data and anticipated volumes. This is an estimated usage and because this contract(s) will be used on an as needed basis, the State makes no guarantee as to actual spend under any resultant contract.

2. STATEWIDE CAPACITY REQUIREMENTS

The Contractor shall have certain capacities and support mechanisms in place for the successful performance of this contract on a statewide basis. These capacities and support mechanisms shall include but are not limited to the following:

- 2.1 Business Capacity. The Contractor shall have the ability to ensure acceptable performance under a statewide contract including the ability to create and manage numerous individual accounts for order placement, billing and reporting purposes and the ability to provide a full range of products, materials, parts, and service for each category offered in order to meet the demands of all eligible agencies. This shall include the ability to resolve customer disputes, handle multiple communications from accounts and provide excellent customer service.
- 2.2 Key Personnel. The Contractor shall have in place capable key personnel trained and responsible for providing the following services. A separate staff member is not required for each area described but each of these duties shall be specifically assigned to someone capable of performing each of these duties.
 - 2.2.1 Arizona Statewide Contract Representative - knowledgeable on all aspects of the contract, will handle contract administration requests and resolve problems that may arise. (Main point of contact for the State Procurement Office)
 - 2.2.2 Catalog Maintenance -Maintain electronic, hard copy and ProcureAZ Punch-out Catalog along with resolution of State contract pricing issues
 - 2.2.3 Spend Management Representative – Knowledgeable in various spend management techniques and experience in the successful application of those techniques.
 - 2.2.4 Contract Data Analyst – capable of analyzing and reporting on various contract data inquiries including but not limited to contract spend data, usage trends, etc.



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Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 2.2.5 Eligible Agency Contract Customer Service Representative – Appropriate number to provide agency specific customer service and contract administration including but not limited to; return policies, after hours service, post sales support, out of stock, order tracking, quality assurance, orders
- 2.3 Ordering Capabilities. The Contractor shall have the ability to handle electronic, P-Card, hard copy, phone, fax and walk in/will call orders as described within this solicitation. This includes providing and maintaining electronic and hardcopy catalogs along with toll-free phone customer service for ordering support and also web based catalogs that are maintained for the sole purpose of the State of Arizona Contract products and services.
- 2.4 Delivery Commitments. Contractor shall have clear policies in place for delivery completion time frames and minimum delivery commitment to any eligible agency.
- 2.5 Product Availability. All products offered shall be available for ordering at the time of contract award and throughout the life of the contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State in the form of a formal ProcureAZ contract change order.
- 2.6 Statewide Delivery. The Contractor shall have inventory and delivery capabilities sufficient to meet statewide customer demand and delivery requirements as stated in this solicitation.
- 2.6.1 Upon request of an Eligible Agency, the Contractor shall provide inside delivery to specific locations at no extra charge. Inside delivery is defined as inside the customer's business, building or outer property grounds.
- 2.6.2 Delivery for in stock items shall not exceed 48 hours (within 24 hrs is preferable).
- 2.6.3 Delivery of out of stock items shall not exceed 10 working days. Individual Eligible agencies may have additional restrictions for a given circumstance.
- 2.6.4 The contractor shall have policies in place regarding late delivery such as order cancellation policy, discounts given for late deliveries, order tracking, etc.
- 2.6.5 Eligible agencies may have policies in place for the imposition of penalties for contractors that have continual late deliveries. These may include but are not limited to cancellation of order, future non use of contractor or filing of vendor performance report with the State Procurement Office.
- 2.7 Distribution / Warehousing Facilities. Contractor shall provide adequate warehouse facilities and distribution network dedicated to the successful performance of the awarded contract. This shall include but not be limited to adequate volume stock levels, staff levels, fill rates and will call capabilities. The Contractor shall have a policy in place for damaged freight, shipping and invoicing error, defective items and other policies the increase the ability to deliver customer orders in a timely and accurate manner.
3. **PRODUCT REQUIREMENTS**
- 3.1 Catalogs. Catalogs and/price lists shall be made available in both electronic and hardcopy formats upon request from an Eligible Agency. An accessible website that contains a downloadable catalog or price list or an interactive web catalog or price list shall also be available for use by Eligible Agencies. All catalogs that are made available to Eligible Agencies for use under this contract shall only contain products included under this contract. The contractor shall not represent any product that is specifically excluded as a product covered under this contract. The contractor shall have a process in place for removing items determined to be exclude from this contract.



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Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.2 ONLINE CATALOG AND ORDERING (Punch-Out).

3.2.1 The State utilizes an online catalog and ordering function (punch-out) through ProcureAZ for most purchase under this contract. The contractor shall have a secured website for placing online orders. The features and functions of this online ordering catalog shall include:

- Access by standard web browsers
- Search functions
- Product information such as unit of measure, photos, and item status inquiry functionality that provides stock availability
- Indicate current catalog/or list price and contract price
- Order tracking
- Help functionality
- Acceptance of P – Cards
- Allow only contract items to be viewable
- Ability to block or exclude items or categories
- Identify the following product types;
 - Core List Items
 - Green / Recycled Products
 - Energy Efficient Products

3.2.2 *Access.* The Contractor shall provide access to and interconnectivity with the State's eProcurement System for the purpose of allowing authorized State system users to "Punch-Out" of the system, to access directly the Contractor's website, select contract products and services, and return to the State's system with the order details. Contractor shall cooperate with the State's system provider in the establishment and ongoing operations of their punch-out connection.

3.2.3 *Timeframe.* The "Punch-Out" capability shall be functional within 12 months of the contract begin date.

3.2.4 *Cost.* The cost associated with the Contractor's Punch-Out set-up, maintenance and support shall be borne by the Contractor.

3.2.5 *Discount Offered.* The implementation and management of electronic ordering systems result in lower administrative costs for both the Contractor and the State, it is therefore requested that the Contractor offer an additional discount percent (%) from list price for those who utilize the Punch-Out system to make purchases under this contract.

3.2.6. **The Online ProcureAZ Punch-Out Catalog shall be required for any contract awarded for all categories.**

3.3 Core List. The contractor shall provide discounted firm fixed price for specific items or their equivalent listed within the core product list. The contractors shall provide products and pricing in a minimum of one category. The Core List reflects the most common or frequently purchased under the existing state contracts. The contractor shall provide the product specified or equivalent. The core list may change during the term of the contract. Changes may be made to the core list at the time of renewal and shall reflect the most common products purchased under the contract to provide the best value to the Eligible Agencies. If multiple contracts are awarded, the core list shall have the ability to reflect the usage under each contract.

3.4 Catalog / Product Categories. The Contractor shall provide an established catalog/price list(s) containing comprehensive selection of products for a minimum of one Product Category. Pricing for all non-core / catalog items shall be based on a single fixed discount percent (%) from an establish list price. There is no limited to the number of commodities or equipment offered under each category nor is the contractor required to provide all items included in the description of the category. All products offered under any category shall fall within the general category description. If there is any question as to a product's inclusion in a category, the Procurement Officer shall make the final decision. Following is a general description of the product categories available under this contract along with any additional requirements of the products within each category.



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Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 3.4.1 Adhesives/Lubricants/Sealants** - Shall include but not be limited to; Tapes, Glues & Epoxies, Sealants, Cements & Caulk, Wire Brushes and Lubricants.
- 3.4.2 Electrical** - Shall include but not be limited to; Gang Boxes, Electrical Metallic Tube (EMT) Conduit, Wire Connectors, Clamp Connectors, Switches, Electrical Boxes, Couplings, Circuit Breakers, Outlets, Wire Pulling Lubricant, Multi-Purpose Ties, Wall Plates, Timers and Relays, Wire & Cable, Power Supplies, Plugs and Receptacles, Electrical Hardware and Fasteners. All electrical parts and supplies shall be provided in accordance to the appropriate Federal, State or Local Standards and Regulations. Applicable standards and regulations that shall be followed include but shall not necessarily be limited to;
- UL Standard 797 Electrical Metal Tubing
 - American National Standards Institute (ANSI) C80.3
 - National Electric Code (NEC)
 - NEMA, UL, CSA Standards
- 3.4.3 Hand Tools and Accessories** - Shall include but not be limited to; Hammers, Hand Saws, Pliers and Clamps, Crimping and Cutting Tools, Utility Knife and Replacement Blades, Putty Knife, Plaster & Scrapping Tools, Screwdrivers, Wrenches, Staple Guns, Lawn and Garden Hand Tools, Taps, Dies, Screws, Bolts, Fasteners
- 3.4.4 Heating, Ventilating, Air Conditioning Filters (HVAC Filters)** - Includes any filter or filter media used to capture air-borne particulate matter. All filters shall meet the smoke and flammability requirements of Underwriters' Laboratories UL 900, Test Performance of Air Filter Units, Class 2 unless stated otherwise. Any metal grids and casings shall be corrosion resistant. Non Metal Frame shall be high wet strength 28 pt. beverage board bonded on all four sides to prevent collapse. Filters shall be constructed with 90degree corners. The actual filter dimensions shall not differ from the stated nominal dimensions by more than 5/8". The following types of filters at a minimum shall be offered.
- Pleated Filters Minimum MERV 7 when evaluated under the guidelines of ASHRAE 52.2 .2 as revised. Filters shall be classified Class 2 per U.L. Standard 900. Filters shall have a minimum efficiency of 25%.
 - Flat Panel Filters with a minimum average arrestance rating of 70% and frames composed of wood pulp products formed to hold structural rigidity during normal handling.
 - Pocket Bag Filters The air filters shall be high efficiency ASHRAE extended surface pocket style filters consisting of 100% high density synthetic .media, a galvanized steel header, galvanized steel pocket retainers, and bonding agents to prevent air bypass and ensure leak performance. Filters shall be minimum MERV 11 and minimum efficiency rating of 65%.
 - Rigid Box Filters The air filters shall be rated a minimum of MERV 11 with a minimum efficiency rating of 60% with frames and headers constructed of corrosion resistant galvanized steel.
 - High Efficiency Particulate Air (HEPA) & Ultra Low Penetration Air (ULPA) Filters - Each filter shall be individually tested for efficiency and initial resistance at rated air flow. The test results shall be indicated on the filter label. The filters shall meet the requirements of IES-RP-CC001.3. The filter efficiency shall be 99.97% DOP (Disbursed Oil Particulate Testing).



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Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.4.5 Lighting- Shall include but not be limited to; Energy Saving Lamps (Fluorescent, High Intensity Discharge, Traffic Signal lamps, and Incandescent), Ballasts, LED Lighting, Light Sensors, Exit Signs and Emergency Lighting.

All lamps and ballasts supplied under this contract shall be energy saving. It shall be recommended that all Standard A19 Incandescent Bulbs be replaced with energy efficient alternatives. All lamps and ballasts shall conform to all applicable Federal, State and Local laws, regulations and standards including but not limited to:

- 2012 Federal Lighting Legislation
- Restriction of Hazardous Substances Directive (RoHS)
- All mercury containing lamps shall be clearly marked and shall have passed US EPA's Toxicity Characteristics Leaching Procedure (TCLP) and not be classified as a hazardous waste.
- Electronic ballasts shall meet the limits of FCC Title 47, Parts 15 and 18 limitations for electromagnetic interference (EMI) radio frequency interference (RFI) and shall have at least a 5 year warranty.
- It shall be indicated if the electronic ballasts has been rated by NEMA Premium Electronic Ballast Program
- ANSI C82 Ballasts Standards
- ITE publication "Standard for Traffic Signal Lamps" and the ADOT Standard Specifications for Road and Bridge Construction (1996) - *Lamps to be used in vehicular traffic signal faces*
- If there are existing T12 systems, they shall be recommended to be converted to T8 Systems
- Energy Policy Act (EPACT) – All Lamps
- Light Sensors shall have a standard 5 year warranty and shall be UL and CUL listed.
- Exit signs shall have an input power demand of 5 watts or less per face and NEMA Premium Exit Signs shall be recommended.

3.4.6 Material Handling Equipment - Shall include but not be limited to; Ladders & Racks, Hand Trucks and Carts, Scales, Casters, Wheels, Shelving, Tool Storage, Rope, Straps.

3.4.7 Motors, Pumps and HVAC - Shall include but not be limited to; DC Motors, HVAC Motors, General Purpose Motors and Pumps.

3.4.8 Pneumatics, Hydraulics, Welding & Accessories - Shall include but not be limited to; Impact Wrench, Air Compressors, Vacuum Pumps, Valves, Regulators and Hoses, Arc Welding Rod and Wire Solder, Protective Helmet & Welding Gloves, Torch Kit & Regulators, MIG/TIG Welders.

3.4.9 Power Tools & Accessories - Shall include but not be limited to; Cordless Drills, Saws and Hammers, Finishing & Routing Tools, Battery Packs, Power Shears and Heat Guns, Drill Bits, Saw Blades, Milling Tools

3.4.10 Safety/Security/Batteries/Flashlights – Shall include but not be limited to; Gloves, Protective Eye Glasses and Headgear, Safety Signs and Vests, Protective Clothing and Footwear, Safety Cones, Barricade Tape & Safety Flags, Portable Water Coolers, Batteries, Flashlights, Fans, Heaters, Sports Drinks



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Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

3.4.11 Testing/ Measuring Instruments – Shall include but not be limited to; Gauges, Meters, Testing Kits, Thermometers, Battery Testers, Calibrators, Measuring Tools and Tapes.

3.5 Material Safety Data Sheets. Eligible agencies shall be provided MSDS as required by the Occupational Safety and Health Administration (OSHA) for all goods provided under this contract which may release or otherwise result in exposure to a hazardous chemical under normal conditions of use. The MSDS sheets shall be available for disclosure purposes to all agencies at the time of contract award. All products shall be clearly labeled with instructions for proper use, personal protective requirements and disposal instructions.

4. EXCLUSIONS

Certain product categories, and specific items, which are covered by other State contracts or are otherwise prohibited, shall be excluded. The contractor shall exclude any additional items upon request. Contractor shall have a procedure in place to remove any product or type of products upon request. Current exclusions include, but are not limited to the following;

- Janitorial Supplies (Including paper products, toilet & facial tissue, paper towels and rolls, cleaning chemicals)
- A/V Equipment including cameras, digital projectors, & projection screens
- Computers, PDA's, & Accessories including printers, scanners, monitors, & webcams
- Furniture including all accessories, armoires, bookcases, chairs, credenzas, cubicle or modular furniture, desks, filing and storage cabinets, tables, wall and floor shelving. (Industrial or shop shelving and storage is allowed)
- Recognition or Length of Service Awards Software,
- Cell phones, Two Way Radio and other electronic communication equipment
- Signs, Acrylic and Vinyl Lettering
- Plumbing Supplies (Including Waterless Urinals, Water Heaters, Fixtures, etc.)
- Office Products and Office Supplies (Including Office Paper)
- Building Materials – lumber, paint. (Marking or Surveying Paint is allowed)
- Automotive Parts, Electronics & Fluids
- Appliances

5. SERVICE AND PROGRAM REQUIREMENTS

5.1 Customer Service. The contractor shall provide customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. Customer service requirements shall at a minimum include;

- Representatives available to contract users during normal business hours that have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information.
- Shall be able to be accessed by toll free phone number, fax, email or internet.
- Emergency number for after hours use.
- An escalation plan issues that are not resolved at initial contact.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 5.2 Spend Management Program and Reports. The Contractor shall offer a Spend Management Program that provides usage and spend information to customers for analysis of spending patterns. After the analysis is complete, the contractor shall provide suggestions and identify changes that would reduce customer expenditures such as identifying best value products and delivery.
- 5.3 Seminars. The Contractor shall have the ability to provide seminars to Eligible Agencies under an awarded contract. The Contractor shall provide a description of the seminars available that includes a seminar's proposed subject matter, presenter qualifications, number of seminars, proposed locations, method of delivery for seminars and notification to potential users. Subject matter of the Seminars may include but shall not be limited to;
- Green initiatives updates
 - Hazardous materials
 - USDA registered chemicals
 - MSD and
 - OSHA.
- 5.4 Product Training / Demonstrations: The Contractor shall offer product training available to Eligible Agencies. All product training shall be site specific. Contractor shall describe training offered including but not limited to;
- New products Demonstrations and Training
 - Equipment and operation
 - Green products
 - Energy conservation
- 5.5 Warranties. The Contractor shall describe all warranties that will be offered on all applicable equipment and products under this contract. All warranties offered shall meet or exceed the standard manufacturer warranty for that equipment of product.
- 5.6 Small Business Enterprise Subcontract Program. The Contractor shall indicate the utilization of any Small Business Enterprise Subcontractors in the performance of any resultant contract. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which has gross revenues of \$4 million or less. To qualify as a Small Business Enterprise Subcontract Program, the Contractor shall set aside a percentage of their business under this contract as subcontracts that will be performed by small business enterprises. Examples of where these subcontracts may be best utilized include but are not limited to subcontracting for a percentage of deliveries made in specific geographic areas of the state, product packaging services and billing or customer service/ordering services.
- 5.7 Discounts. The Contractor(s) is encouraged to offer discounts for various groups or purchases. Such discounts may include but are not limited to the following;
- **Educational Discount** - additional discount percent (%) from list price to qualifying educational institutions (e.g. K-12, Colleges and Universities).
 - **Single Bulk Purchase** - additional discount percent (%) from list price offered on stand-alone bulk purchases. If offered, the contractor shall clearly describe what qualifies for the discount.
 - **P-Card** – additional discount percent (%) from list price offered on purchases paid on a Purchasing Card.
 - **Punch-out** - additional discount percent (%) from list price offered on purchases made utilizing the State's ProcureAZ Punch-Out process.



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
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Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

6. GREEN REQUIREMENTS

- 6.1** Environmental and Sustainable Practices. The contractor shall have sound environmental and sustainability practices in place. The environmental practices should be applicable to the items being offered such as;
- Offer and recommend environmentally preferable products to customers when available and not cost prohibitive.
 - Offer and use environmentally friendly products, materials and suppliers where economically feasible.
 - Offer and use equipment that may be disassembled so that components can be separated and reused or recycled easily,
 - Products that provide end of life recycling or cradle to grave processes,
 - Reduced Packaging or use environmentally friendly packaging that uses no disposable containers, is made from recycled content and meets or exceeds the minimum post consumer content level for packaging in the U.S. EPA Comprehensive Procurement Guidelines
 - Recycling of lighting and electronic products
 - Buy Back Programs
 - Green Labeling and 3rd Party Certifications
 - Identification of and Online Search capabilities green products in catalogs..
- 6.2** Green Certification. The contractor shall have policies in place to reduce the environmental impacts associated with the manufacture, use and disposal of products they offer to the extent it is technologically and economically feasible. The State encourages the purchase of products containing recycled content as well as those that are environmentally friendly or identified as green certified products such as Green Seal Certified. The contractor shall supply a list of the industry recognized certifications and standards obtained.
- 6.3** Recycled Content. The Arizona Recycling Program encourages Arizona to reduce, reuse, recycle and buy recycled products as an alternative to solid waste disposal in landfills. Contractors are encouraged to offer products containing post consumer content. Contractors shall have policies in place detailing their commitment to offering products where economically feasible, that contain recycled content. The policy should also include goals for minimum percentage of post consumer material contained in those items..
- 6.4** Packaging. Contractors are encouraged to offer packaging that that is environmentally friendly and meets at least one but preferably all of the following criteria;
- Minimizes or eliminates the use of disposable containers or wrap,
 - Made from 100% post-consumer recycled materials or at a minimum 25% post consumer materials
 - Be recyclable
 - Reusable
 - Non-toxic
 - Biodegradable



SCOPE OF WORK

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

- 6.5 Energy Efficiency. ARS 34-451 requires; "All state agencies shall procure energy efficient products that are certified by the United States department of energy or the United States environmental protection agency as energy star or are certified under the Federal Energy Management Program (FEMP) in all categories that are available unless the products are shown not to be cost-effective on a life cycle cost basis."

Contractors are encouraged to offer products that meet these requirements. Information about Energy Star Products and FEMP may be found at;

- <http://www.energystar.gov/products> ; and
- http://www1.eere.energy.gov/femp/procurement/eep_requirements.html

- 6.6 Reporting Requirements. The following requirements shall be performed by the Contractor relating to an Environmentally Friendly or Green Products.

- 6.6.1 The Contractor shall submit an **Environmentally Friendly or Green Product Report** that identifies the environmentally friendly or green products, energy efficient products, and products containing 25% post consumer material sold and the total dollars purchased during the reporting period.
- 6.6.2 The Contractor shall furnish this report on annual basis to the Procurement Officer of Record no later than July 31st or upon request of the State..
- 6.6.3 Failure on the part of the Contractor to accurately and timely submit any reports required by this contract may give rise to any contractual remedies available to the state.



SPECIAL TERMS AND CONDITIONS

STATE OF ARIZONA
State Procurement Office
100 N 15th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (ELECTRICAL & LIGHTING)

1. CONTRACT

- 1.1 **Contract.** The contract between the State of Arizona and the Contractor shall consist of the solicitation as amended, any requests for clarifications, the offer submitted by the Contractor including any Final Proposal Revisions, and their responses to any requests for clarifications. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual requirement in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.
- 1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.
- 1.1.2 The Contractor's primary contact shall be the contact information contained in the ProcureAZ vendor profile or as stated in the submitted Attachment B of this solicitation
- 1.2 **Contract Term.** The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein. *
- 1.3 **Contract Extension.** The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years. *
- 1.4 **Contract Type.** The contract is a fixed-price (core list) Percent(%) discount from list (catalog).
- 1.5 **Amendments.** Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.
- 1.6 **Contract Changes.** The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contract amendment.
- 1.7 **Eligible Agencies.** This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632. The contractor may not restrict or compel the use of this contract by an eligible agency.
- 1.8 **Estimated Quantities.** The State anticipates considerable activity resulting from this contract; however, no commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.
- 1.9 **Non-Exclusive Contract.** This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT B
Award and Rate Sheet



OFFER AND ACCEPTANCE

Solicitation No.: ADSP014-00003418

STATE OF ARIZONA
State Procurement Office
100 N 18th Ave. Suite 201
Phoenix, AZ 85007

Industrial and MRO Supplies (Including Electrical, Air Filters & Lighting)

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

Phone: 602-275-8521

Fax: 602-275-9632

Wesco Distribution (dba Brown Wholesale Electric)

Company Name

Laura Sundberg
Signature of Person Authorized to Sign Offer

3425 E Van Buren #140

Address

Laura Sundberg
Printed Name

Phoenix

AZ

85008

City

State

Zip

10-18-13
Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS / IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. ADSP014-64773

The effective date of the Contract shall be: 2/1/14

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

31st day of January 2014

Procurement Officer

[Signature]

Proposed Product - Lighting - WESCO Distribution/Brown Wholesale Electric

| Product # | Description | Items per UOM | UOM | Catalog/List Price | Discount % Offered | Contract Price | Green /Energy Efficient (Y/N) |
|---------------------------------|--|---------------|-----|--------------------|--------------------|----------------|-------------------------------|
| Philips Lighting 281279 | F32T8/ADV841/XLL/ALTO 28 Watt Linear fluorescent, T8, 52000HR, Cool, 4100K, G13. Meets 2012 lighting leg energy standards. | 1 | e | \$34.94 | 89.00% | \$3.84 | |
| Philips Lighting 281162 | F32T8/TL841/XLL/ALTO 32 Watt Linear fluorescent, T8, 85CRL, 52000HR, G13, 4100K, Cool. Meets 2012 lighting leg energy standards. | 1 | e | \$37.61 | 91.00% | \$3.38 | |
| Philips Lighting 281576 | F32T8/TL741/ALTO 32Watt Linear fluorescent, T8, 78CRL, 36000HR, 48", Medium bi-Pin G13, 4100K. Meets 2012 lighting leg. Energy standards. | 1 | e | \$12.06 | 85.00% | \$1.81 | |
| Philips Lighting 281204 | F32T8/TL850/XLL/ALTO 32Watt Fluorescent, T8, 85CRL, 52000HR, 48", Medium bi-Pin. G13, 5000K, Meets 2012 light leg energy standards. | 1 | e | \$33.93 | 90.00% | \$3.39 | |
| Philips Advance ICN-2P32-N | Electronic ballast, T8, 120-277V, Centium, 1 or 2 lamp, offers energy-saving properties | 1 | e | \$92.13 | 86.00% | \$12.90 | |
| Philips Lighting 404853 | F28T5/835/ALTO 28Watt Linear fluorescent, T5, White-neutral, 24000HR, 45.2", Miniature Bipin G5, Meets lighting leg energy standards. energy savinos and low toxicity. | 1 | e | \$22.83 | 64.00% | \$8.22 | |
| Philips Lighting 149039 | PL-T 42W/841/A/4P/ALTO 42Watt, Dimmable, cool white, 4100K, 82CRL, 16000HR. | 1 | e | \$54.63 | 87.00% | \$7.10 | |
| Philips Advance IOPA-2P32-LW-N | Electronic ballast, T8, 120-277V, Instant Start, Low-Watt, 77BF, High Efficiency, Nema Premium rated. | 1 | e | \$98.17 | 87.00% | \$12.76 | |
| ewton 13353-NX | Fluorescent lamp holder | 1 | e | \$159.18 | 41.00% | \$93.92 | |
| hilips Lighting 345132 | PL-L 36W/841/4P 36Watt 4100K, 15000HR(3hr/start) or 20000HR(12hr/start), 82CRL, low mercury, dimmable, 4 pin. Single tube-bridged. | 1 | e | \$29.75 | 80.00% | \$5.95 | |
| hilips Lighting 268334 | PL-T 32W/835/A/4P/ALTO, 32Watt, 4100K, cool white, 82CRL, 16000HR, 4 pin, triple tube. | 1 | e | \$38.52 | 85.00% | \$5.78 | |
| hilips Lighting 383364 | PL-C 26W/835/4P/ALTO, 26Watt, 4 pin, 4100K, 82CRL, dimmable, double tube-bridged. | 1 | e | \$40.39 | 86.00% | \$5.65 | |
| hilips Lighting 146852 | PL-S 13W/841/2P/ALTO, 13Watt, cool white, 4100K, 10000HR, non-dimmable, 82CRL, Single tube-bridged. | 1 | e | \$12.03 | 87.00% | \$1.56 | |
| hilips Lighting 274845 | MH250/U, 250Watt, Switch start Metal halide, 65CRL, cool white, mogul base-brass, 10000HR, 4000K, ED28. | 1 | e | \$99.13 | 87.00% | \$12.89 | |
| hilips Lighting 368811 | C400S51/ALTO, 400W High pressure sodium, mogul base-brass, ED18, 2100K, 24000HR | 1 | e | \$103.93 | 92.00% | \$8.31 | |
| hilips Lighting 427237 | 4F15/END/2700-E26 DIM, LED 5Watt-25W equivalent, warm white, 25000HR, 2700K, E26 cap base screw type. | 1 | e | \$12.95 | 3.00% | \$12.56 | |
| hilips Advance ICF-2S26-H1-LD-K | CFL Ballast, Electronic, 29W-54W input watts, 120-277V, 1 or 2 lamp 26W, 1 lamp 32W or 42W SmartMate | 1 | e | \$116.89 | 81.00% | \$22.21 | |

| Category | Discount off Catalog | Manufacturer | Date Published |
|---|----------------------|-----------------------------|----------------|
| HEAT SHRINK TUBING | 10% | 3M Company | 2/4/2013 |
| LUGS | 14% | 3M Company | 2/4/2013 |
| SPLICES & TERMINATIONS | 14% | 3M Company | 2/4/2013 |
| TAPES | 16% | 3M Company | 2/4/2013 |
| TOOLS | 5% | 3M Company | 2/4/2013 |
| WIRE CONNECTORS | 5% | 3M Company | 2/4/2013 |
| ELECTRONIC | 82% | Advance Transformer Company | 7/1/2012 |
| FLUORESCENT | 82% | Advance Transformer Company | 7/1/2012 |
| H.I.D. | 82% | Advance Transformer Company | 7/1/2012 |
| CONDUIT BODIES | 40% | Appleton Electric | 9/2/2013 |
| CORD CONNECTORS | 26% | Appleton Electric | 9/2/2013 |
| EMT CONDUIT FITTINGS | 36% | Appleton Electric | 9/2/2013 |
| EXPLOSION PROOF FITTINGS | 40% | Appleton Electric | 9/2/2013 |
| FS/FD BOXES | 40% | Appleton Electric | 9/2/2013 |
| LIQUID TIGHT CONNECTORS | 34% | Appleton Electric | 9/2/2013 |
| STRAPS, HANGERS, BEAM CLAMPS | 38% | Appleton Electric | 9/2/2013 |
| CABLE TIES | 50% | Burndy Corporation | 4/1/2013 |
| FASTENERS & ACCESSORIES | 10% | Burndy Corporation | 4/1/2013 |
| LUGS | 35% | Burndy Corporation | 4/1/2013 |
| TOOLS | 4% | Burndy Corporation | 4/1/2013 |
| WIRE PULLING LUBRICANTS | 30% | Burndy Corporation | 4/1/2013 |
| STRAPS, HANGERS, BEAM CLAMPS | 14% | Caddy Fasteners | 8/1/2012 |
| ALL THREADED ROD | 43% | Cooper B-Line | 4/1/2013 |
| FITTING FASTENERS | 20% | Cooper B-Line | 4/1/2013 |
| HARDWARE-FITTINGS-BEAM CLAMPS-HANGERS AND SUPPORT | 43% | Cooper B-Line | 4/1/2013 |
| PIPE CLAMPS | 43% | Cooper B-Line | 4/1/2013 |
| STRUT FITTINGS | 35% | Cooper B-Line | 4/1/2013 |
| VIBRA CLAMPS | 43% | Cooper B-Line | 4/1/2013 |
| ATC | 60% | Cooper Bussmann | 2/1/2013 |
| BALANCE OF BP-CPDS SHEET ITEMS | 42% | Cooper Bussmann | 2/1/2013 |
| DUAL ELEMENT | 60% | Cooper Bussmann | 2/1/2013 |
| FUSE BLOCKS / HOLDERS | 60% | Cooper Bussmann | 2/1/2013 |
| FWA SEMI-CONDUCTOR FUSES | 60% | Cooper Bussmann | 2/1/2013 |
| GLASS | 60% | Cooper Bussmann | 2/1/2013 |
| JJN | 60% | Cooper Bussmann | 2/1/2013 |
| JJS | 60% | Cooper Bussmann | 2/1/2013 |
| JKS CLASS J | 60% | Cooper Bussmann | 2/1/2013 |
| KLM 13/32" X 1 1/2" NON-TIME DELAY | 60% | Cooper Bussmann | 2/1/2013 |
| KLU | 60% | Cooper Bussmann | 2/1/2013 |
| KTK-R CLASS CC | 60% | Cooper Bussmann | 2/1/2013 |
| KTN-R | 60% | Cooper Bussmann | 2/1/2013 |
| KTS-R | 60% | Cooper Bussmann | 2/1/2013 |
| LKN/LKS SUPER-LAG RENEWABLE LINKS | 60% | Cooper Bussmann | 2/1/2013 |
| LOW PEAK / AMP TRAP | 60% | Cooper Bussmann | 2/1/2013 |
| MEDIUM VOLTAGE E & R RATED FUSES | 42% | Cooper Bussmann | 2/1/2013 |
| MIDGET | 60% | Cooper Bussmann | 2/1/2013 |
| NON ONE TIME FUSES | 60% | Cooper Bussmann | 2/1/2013 |
| NOS ONE TIME FUSES | 60% | Cooper Bussmann | 2/1/2013 |
| SL TRON TIME-DELAG TYPE S PLUG | 60% | Cooper Bussmann | 2/1/2013 |
| TL TRON TIME-DELAY PLUG FUSE | 60% | Cooper Bussmann | 2/1/2013 |
| CIRCUIT BREAKERS | 15% | Cooper Crouse-Hinds | 4/1/2013 |
| CONDUIT BODIES | 10% | Cooper Crouse-Hinds | 4/1/2013 |
| CORD CONNECTORS | 10% | Cooper Crouse-Hinds | 4/1/2013 |
| EXPLOSION PROOF FITTINGS | 10% | Cooper Crouse-Hinds | 4/1/2013 |
| FS/FD BOXES | 10% | Cooper Crouse-Hinds | 4/1/2013 |
| HAZARDOUS LOCATION BOXES | 10% | Cooper Crouse-Hinds | 4/1/2013 |
| HAZARDOUS LOCATIONS | 15% | Cooper Crouse-Hinds | 4/1/2013 |
| FASTENERS & ACCESSORIES | 34% | Dottie, L.H., Company | 2/1/2012 |
| CABLE FITTINGS BX, ROMEX, AC, MC, FLEX | 65% | EGS, ETP, Neer | 9/2/2013 |
| CORD CONNECTORS | 55% | EGS, ETP, Neer | 9/2/2013 |
| EMT CONDUIT FITTINGS | 52% | EGS, ETP, Neer | 9/2/2013 |
| ETP-4QS STEEL LIQUIDTIGHT CONNECTORS | 62% | EGS, ETP, Neer | 9/2/2013 |
| LIQUID TIGHT CONNECTORS | 53% | EGS, ETP, Neer | 9/2/2013 |

| | | | |
|--|-------------|---|------------|
| METALLIC OUTLET BOXES & COVERS | | 45% EGS, ETP, Neer | 9/2/2013 |
| NEER-EMT FITTINGS, STRAPS, SET-SCREW CONDUIT BODIE | | 72% EGS, ETP, Neer | 9/2/2013 |
| NEER-LOCKNUTS AND BUSHINGS | | 65% EGS, ETP, Neer | 9/2/2013 |
| STRAPS, HANGERS, BEAM CLAMPS | | 14% Ericson Manufacturing Company | 1/1/2013 |
| TOOLS | | 5% Greenlee Textron, Inc. | 5/1/2013 |
| FIBERGLASS | | 40% Hoffman Enclosures | 2/18/2013 |
| METALLIC - NEMA 1 | | 65% Hoffman Enclosures | 2/18/2013 |
| METALLIC - NEMA 12 & 4 JIC | | 43% Hoffman Enclosures | 2/18/2013 |
| WIREWAY | | 40% Hoffman Enclosures | 2/18/2013 |
| NON-HAZARDOUS | (Cost +10%) | -10% Hubbell Lighting, Inc. | 12/16/2019 |
| CABLE TIES | | 10% Ideal Industries, Inc. | 3/1/2013 |
| FASTENERS & ACCESSORIES | | 14% Ideal Industries, Inc. | 3/1/2013 |
| HEAT SHRINK TUBING | | 10% Ideal Industries, Inc. | 3/1/2013 |
| LOCKOUT, TAGOUTS & WIRE MARKERS | | 15% Ideal Industries, Inc. | 3/1/2013 |
| TERMINAL BLOCK ACCESSORIES | | 10% Ideal Industries, Inc. | 3/1/2013 |
| TERMINALS (STA-KONS) | | 19% Ideal Industries, Inc. | 3/1/2013 |
| TOOLS | | 25% Ideal Industries, Inc. | 3/1/2013 |
| WIRE CONNECTORS | | 14% Ideal Industries, Inc. | 3/1/2013 |
| WIRE PULLING LUBRICANTS | | 8% Ideal Industries, Inc. | 3/1/2013 |
| EXIT / EMERGENCY | (Cost +10%) | -10% Lithonia Lighting Company | none avail |
| NON-HAZARDOUS | (Cost +10%) | -10% Lithonia Lighting Company | none avail |
| BALANCE OF LINE-LESS MFG EXCLUDED ITEMS | | 42% MERSEN, Inc. | 3/1/2013 |
| DUAL ELEMENT | | 23% MERSEN, Inc. | 3/1/2013 |
| FUSE BLOCKS / HOLDERS | | 28% MERSEN, Inc. | 3/1/2013 |
| GLASS | | 31% MERSEN, Inc. | 3/1/2013 |
| LOW PEAK / AMP TRAP | | 40% MERSEN, Inc. | 3/1/2013 |
| MIDGET | | 42% MERSEN, Inc. | 3/1/2013 |
| EXCLUDED LARGE LAMP | | 85% Philips Lighting | 7/1/2012 |
| FLUORESCENT | | 90% Philips Lighting | 7/1/2012 |
| HALOGEN | | 90% Philips Lighting | 7/1/2012 |
| INCANDESCENT | | 90% Philips Lighting | 7/1/2012 |
| LED | | 50% Philips Lighting | 7/1/2012 |
| MERCURY / HPS | | 90% Philips Lighting | 7/1/2012 |
| SL / PL | | 90% Philips Lighting | 7/1/2012 |
| BALANCE OF COVERS | | 80% Steel City | 3/26/2012 |
| BRACE SUPPORTS | | 80% Steel City | 3/26/2012 |
| DIE CAST FITTINGS & ACCESSORY | | 65% Steel City | 3/26/2012 |
| EMT CONDUIT FITTINGS | | 65% Steel City | 3/26/2012 |
| FIRE ALARM BOXES | | 80% Steel City | 3/26/2012 |
| FLOOR BOXES | | 28% Steel City | 3/26/2012 |
| LIQUID TIGHT CONNECTORS | | 80% Steel City | 3/26/2012 |
| NATIONAL BOX NET SHEET | | 80% Steel City | 3/26/2012 |
| RIGID/IMC CONDUIT FITTINGS | | 65% Steel City | 3/26/2012 |
| STAINLESS STEEL EMT STRAPS | | 75% Steel City | 3/26/2012 |
| STRAPS, HANGERS, BEAM CLAMPS | | 50% Steel City | 3/26/2012 |
| THREADED ROD | | 28% Steel City | 3/26/2012 |
| LUGS | | 40% T&B Blackburn | 3/26/2012 |
| CABLE TIES | | 40% T&B Catamount | 3/26/2012 |
| BULK TERMINALS, CABLE TIES & CONNECTORS | | 25% T&B Corporation | 3/26/2012 |
| CABLE TIES | | 30% T&B Corporation | 3/26/2012 |
| FASTENERS & ACCESSORIES | | 25% T&B Corporation | 3/26/2012 |
| FLOOR BOXES | | 40% T&B Corporation | 3/26/2012 |
| HEAT SHRINK TUBING | | 13% T&B Corporation | 3/26/2012 |
| HUBS | | 42% T&B Corporation | 3/26/2012 |
| LIQUID TIGHT CONNECTORS | | 38% T&B Corporation | 3/26/2012 |
| LOCKOUT, TAGOUTS & WIRE MARKERS | | 20% T&B Corporation | 3/26/2012 |
| LUGS | | 60% T&B Corporation | 3/26/2012 |
| RIGID/IMC CONDUIT FITTINGS | | 30% T&B Corporation | 3/26/2012 |
| TERMINALS (STA-KONS) | | 25% T&B Corporation | 3/26/2012 |
| WIRING DUCT | | 30% T&B Corporation | 3/26/2012 |
| BALLASTS FOR ELECTRICAL COMPACT FLUORESCENT LAMPS | | 53% Universal Lighting Technologies, Inc. | 5/16/2011 |
| BALLASTS FOR HIGH INTENSITY DIS LAMPS AND PARTS | | 53% Universal Lighting Technologies, Inc. | 5/16/2011 |
| TRIAD ELECTRONIC BALLAST FLUOR LAMPS | | 53% Universal Lighting Technologies, Inc. | 5/16/2011 |
| SURFACE RACEWAY | | 9% Wiremold | 5/1/2011 |
| FLOOR BOXES | | 19% Wiring Device-Kellems | 6/26/2013 |

G.F.I.'S
INDUSTRIAL WIRING DEVICES
OCCUPANCY SENSORS
PIN & SLEEVE - NON & HAZARDOUS LOCATION
SW, RECEPTS, PLUGS, CONN-COMMERCIAL
SW, RECEPTS, PLUGS, CONN-INDUSTRIAL
WIRING DEVICES

34% Wiring Device-Kellems
19% Wiring Device-Kellems
22% Wiring Device-Kellems
11% Wiring Device-Kellems
19% Wiring Device-Kellems
34% Wiring Device-Kellems
19% Wiring Device-Kellems

6/26/2013
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Core List Price Schedule Instructions

You must complete information in the cells of columns E through K and Column M for your proposal to be considered for this category.

- Column B describes each of the line items covered being requested.
- Column C provides the estimated yearly usage for the item based on previous usage information and predicted demand. This number is an estimate only and is not to be construed as a guarantee for future purchases.
- Columns E through H: Offeror shall complete these columns describing the item being offered which meets the minimum specifications described.
- Column I: Offeror shall enter the Catalog List Price for the item you are proposing. The Catalog List Price must not exceed 2 digits to the right of the decimal point. (e.g. \$5.01)
- Column K: Offeror shall enter the Proposed Discount from the published cataloged price for the item being offered. The Proposed Discount percentage must be the same for this item regardless of packaging size. The Proposed Discount percentage must not exceed 2 digits to the right of the decimal point. (e.g. -10.37%).
- Column M: Offeror shall complete this column indicating if the offered product is environmental friendly or energy efficient. (Y=Yes or N=No).

WESCO DISTRIBUTION (DBA BROWN WHOLESALE ELECTRIC)
Company Name

| Current Product | | Proposed Product | | Items per | Unit | Unit Price | Discount | Contract Price | Green |
|---|-----------------|------------------------|--|-----------|------|------------|----------|----------------|-----------------|
| Description | Estimated Usage | Manufacturer / Product | Description | 1000 | 100 | Offered | Offered | Offered | Efficient (Y/N) |
| CONDUIT 3/4" BMT | 25000 Feet | WIRETAN | CONDUIT 3/4" BMT | 1 | FOOT | \$2.04 | 80.00% | \$0.41 | N |
| CONDUIT 1/2" BMT | 20000 Feet | WIRETAN | CONDUIT 1/2" BMT | 1 | FOOT | \$1.30 | 80.00% | \$0.26 | N |
| CONDUIT 3/4" PVC SCHEDULE - 40 | 10000 Feet | WIRETAN | CONDUIT, PVC, 3/4" SCH40 | 1 | FOOT | \$0.40 | 40.00% | \$0.24 | N |
| CONDUIT 1/2" LIQUID TIGHT FLEXIBLE ELECTRO GALVANIZED STEEL | 3000 Feet | TR NORTON | 1/2" LIQUID TIGHT, FLEX, GALV STEEL | 1 | FOOT | \$1.60 | 48.00% | \$0.83 | N |
| WIRE 12 THERMOPLASTIC HIGH HEAT-RESISTANT NYLON COATED (THHN) STRAND BLACK 500' | 20000 Feet | CERRQ/SERVICE | WIRE, #12, THHN, BLK, STR, 500' | 1 | FOOT | \$371.30 | 63.00% | \$137.38 | N |
| WIRE 12 THHN STRAND WHITE 500' | 18000 Feet | CERRQ/SERVICE | WIRE, #12, THHN, WHT, SOL, 500' | 1 | FOOT | \$320.26 | 63.00% | \$118.50 | N |
| WIRE 12 THHN STRAND WHITE 500' | 18000 Feet | CERRQ/SERVICE | WIRE, #12, THHN, WHT, STR, 500' | 1 | FOOT | \$371.30 | 63.00% | \$137.38 | N |
| WIRE 12 THHN SOLID BLACK 500FT | 15000 Feet | CERRQ/SERVICE | WIRE, #12, THHN, BLK, SOL, 500' | 1 | FOOT | \$320.26 | 63.00% | \$118.50 | N |
| ANCHOR: 1/4 x 1 1/4 IN ZAMAC | 7000 Feet | DOTTIE | ANCHOR, 1/4X1-1/4 | 100 | EACH | \$45.58 | 58.00% | \$19.14 | N |
| ANCHOR: 1/4 x 1 in ZAMAC | 5000 | DOTTIE | ANCHOR, 1/4X1 | 100 | EACH | \$41.46 | 58.00% | \$17.41 | N |
| ANCHOR: 1/4 x 2 in ZAMAC | 4000 | DOTTIE | ANCHOR, 1/4X2 | 100 | EACH | \$76.01 | 58.00% | \$31.92 | N |
| WIRE NUT Size 7/8 WIRE CONNECTOR 600 VOLT MAX | 7000 | IDEAL | WIRE NUT, HIGH TEMP, BLK, 100BX | 100 | EACH | \$11.82 | 13.00% | \$10.28 | N |
| WIRE NUT Size 1 #18 W/1 #20 to #16 AWG wire combinations | 5500 | IDEAL | WIRE NUT, YELLOW, 7/8, 100BX | 100 | EACH | \$142.03 | 35.00% | \$92.32 | N |
| WIRE NUT Size 2 #18 to 3 #16 AWG wire combinations | 5000 | IDEAL | WIRE NUT, BLUE, 7/8, 100BX | 100 | EACH | \$94.09 | 44.00% | \$52.69 | N |
| 4" SQUARE galvanized steel box 2-1/8" D 1/2" x 3/4" knockouts | 1200 | STEEL CITY | 4 SQUARE BOX, 1/2" AND 3/4" KO | 1 | EACH | \$609.87 | 85.00% | \$91.48 | N |
| DUPLEX RECEPTACLE 20A 120V IVORY | 1000 | HUBBELL | DUPLEX RECP, 20A, 125V, IVORY | 1 | EACH | \$1.96 | 36.00% | \$1.25 | N |
| 4" SQUARE PRE-GALVANIZED STEEL BLANK BOX COVER | 1200 | STEEL CITY | 4 SQUARE BLANK COVER | 1 | EACH | \$165.13 | 84.00% | \$26.42 | N |
| WALL SWITCH TOGGLE 1 POLE 20A 120V | 1000 | HUBBELL | WALL SWITCH, 20A, 120/277V, SP-TGL | 1 | EACH | \$4.00 | 42.00% | \$2.32 | N |
| ELECTRICAL BOX GALVANIZED STEEL 1/2 & 3/4 IN KNOCKOUTS 4" SQ 2 1/4 IN | 1000 | STEEL CITY | 4 SQUARE BOX, 1/2" AND 3/4" KO | 1 | EACH | \$609.87 | 85.00% | \$91.48 | N |
| WALL PLATE 1 GANG SINGLE RECEPTACLE SILVER | 1500 | HUBBELL | WALL PLATE, STAINLESS STEEL, 1.40" OPENING | 1 | EACH | \$3.00 | 61.00% | \$1.17 | N |
| 2 GANG BLANK BOX COVER SILVER | 1000 | HUBBELL | WALL PLATE, BLANK, STAINLESS STEEL | 1 | EACH | \$6.35 | 50.00% | \$3.18 | N |
| STRAIGHT BLADE PLUG 15A 125V NEMA 5-15P | 1000 | HUBBELL | PLUG, NEMA, STRAIGHT BLADE, NEMA5-15P | 1 | EACH | \$12.70 | 61.00% | \$4.95 | N |
| 1/2" 1 HOLE SNAP ON BMT STEEL STRAP | 7000 | NEER | 1/2" 1 HOLE STEEL STRAP | 100 | EACH | \$46.33 | 85.00% | \$6.95 | N |
| 3/4" 1 HOLE SNAP ON BMT STEEL STRAP | 4000 | NEER | 3/4" 1 HOLE STEEL STRAP | 100 | EACH | \$63.07 | 85.00% | \$9.46 | N |
| 1/2" 2 HOLE SNAP ON BMT STEEL STRAP | 3000 | NEER | 1/2" 2 HOLE STEEL STRAP | 100 | EACH | \$16.53 | 75.00% | \$4.13 | N |
| ELECTRICAL TAPE / 3/4" X 66' BLACK | 1500 | 3M | ELECTRICAL TAPE, 3/4"X66', VINYL, BLK | 1 | EACH | \$4.41 | 16.00% | \$3.70 | N |

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT C
Scope of Work

PROJECT

Provide electrical and lighting supplies for city facilities on an as needed basis.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
WESCO DISTRIBUTION INC. DBA BROWN WHOLESALE ELECTRIC**

EXHIBIT D

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$30,000 annually or \$120,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Provide electrical and lighting supplies for city facilities on an as needed basis.