



# RI Purchase Agreement Amendment Report

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
 ONE CAPITOL HILL  
 PROVIDENCE RI 02908

MSC INDUSTRIAL SUPPLY CO/SID TOOL CO INC  
 75 MAXESS RD  
 MELVILLE, NY 11747  
 United States

Amendment Date: 28-FEB-14  
 Original Award Date: 11-MAY-11  
 Buyer: D Cadoret  
 Phone #:  
 FOB: Destination  
 Terms: NET 30  
 Vendor # 5271

S H I P  T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States	Change Order Number 8 Award Number <b>3229923</b> Effective Period <b>01-MAY-11 - 28-FEB-17</b>	I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST, RI MPA United States
	INDUSTRIAL EQUIPMENT - MPA-348			

Description		Bid Number	Change Order Req#		
INDUSTRIAL EQUIPMENT - MPA-348					
Line #	Code	Class-Item	Quantity	Unit	Unit Price
		CHANGE TO PO 3229923 CHANGE EFFECTIVE DATE: FROM: 5/1/11 - 2/28/14 TO: 5/1/11 - 2/28/17 THE STATE IS EXERCISING ITS RIGHT TO EXTEND FOR THE OPTIONAL THREE YEAR PERIOD.			

STATE PURCHASING AGENT  
  
 Lorraine A. Hynes

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.gov](http://www.purchasing.state.ri.gov). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

**AMENDMENT # 01**

**A Contract between the Western States Contracting Alliance  
Acting by and through the State of Nevada  
Department of Administration, Purchasing Division  
515 E Musser Street, Room 300  
Carson City Nevada 89701  
Contact: Gail Burchett, Purchasing Officer  
Telephone: (775) 684- 0172 ● Facsimile: (775) 684-0188**

And

**MSC Industrial Supply Company  
75 Maxess Road  
Melville, New York 11747  
Contact: David Ottenstein, State Government Team Manager  
Telephone: (904) 519-6002 ● Facsimile: (904) 519-9003**

1. **AMENDMENTS.** For and in consideration of mutual promises and/or their valuable considerations, all provisions of the original contract resulting from Request for Proposal #1862 and dated March 1, 2011, attached hereto as Exhibit A, remain in full force and effect with the exception of the following:
  - A. This amendment will be for the extension of this contract for the optional three-year period. The new expiration date will be February 28, 2017.
  - B. Contractor shall provide WSCA-NASPO summary sales data report quarterly.

**Current Contract Language:**

This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2014, unless sooner terminated by either party as specified in paragraph (21).

**Amended Contract Language:**

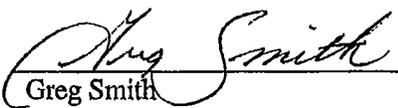
- A. This contract shall be effective from March 1, 2011 subject to WSCA Board of Directors' approval to February 28, 2017, unless sooner terminated by either party as specified in paragraph (21).
- B. In addition to other reports that may be required by the contract, the Contractor shall provide the following WSCA-NASPO report: Summary Sales Data. The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by State. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 45 (forty-five)

days following the end of the calendar quarter (as specified in the reporting tool).

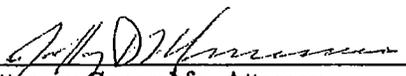
2. **INCORPORATED DOCUMENTS.** Exhibit A (Original Contract) is attached hereto, incorporated by reference herein and made a part of this amended contract.
3. **REQUIRED APPROVAL.** This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.

  
\_\_\_\_\_  
Independent Contractor's Signature      11/7/13      Date      vice president  
\_\_\_\_\_  
Independent Contractor's Title

  
\_\_\_\_\_  
Greg Smith      11-18-13      Date      Administrator  
\_\_\_\_\_  
Purchasing Division Administration

Approved as to form by:

  
\_\_\_\_\_  
Deputy Attorney General for Attorney  
General      On: 19 Nov 13      Date



# Notice of Contract Purchase Agreement

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
ONE CAPITOL HILL  
PROVIDENCE RI 02908

MSC INDUSTRIAL SUPPLY CO/SID TOOL CO INC  
75 MAXESS RD  
MELVILLE, NY 11747  
United States

INDUSTRIAL EQUIPMENT - MPA #348	
Award Number 3229923	Effective Period: 01-MAY-11 - 28-FEB-14

S H I P T O	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States

Date:	11-MAY-11
Buyer:	D Cadoret
Shipping:	Paid
Terms:	NET 30
Vendor#:	5271

I N V O I C E	MASTER PRICE AGREEMENT SEE BELOW RELEASE AGAINST RI MPA United States

Department	Type of Requisition	Bid Number	Requisition Number
		N/A	

BLANKET REQUIREMENTS:  
5/1/11 - 2/28/14 WITH ONE (1) 3 YEAR EXTENSION OPTION

MPA # 348 - INDUSTRIAL EQUIPMENT - PRICING AND CONTRACT PERIOD BASED ON WSCA 1862 CONTRACT

SEE SPECIFICATIONS ATTACHED

STATE PURCHASING AGENT
Lorraine A. Hynes

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**Contract Terms and Conditions**

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**Terms and Conditions****PURCHASE ORDER STANDARD TERMS AND CONDITIONS****TERMS AND CONDITIONS FOR THIS PURCHASE ORDER****MPA BID AWARD (STATEWIDE APPLICABILITY)**

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

**MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

**PURCHASE AGREEMENT AWARD**

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**AUTHORIZATION AND RELEASE**

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

**PARTIAL PAYMENTS**

PARTIAL OR PROGRESS PAYMENTS MAY BE MADE. PAYMENT WILL BE AUTHORIZED

UPON RECEIPT AND ACCEPTANCE BY THE AGENCY OF THE PORTION OF THE CONTRACT OR PURCHASE ORDER COMPLETED BY THE VENDOR. PAYMENT UPON THE RENDERING OF A PROPERLY SUBMITTED INVOICE

**EQUAL OPPORTUNITY COMPLIANCE**

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE

**QUARTERLY REPORTS**

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

**CAMPAIGN FINANCE COMPLIANCE**

EVERY PERSON OR BUSINESS ENTITY PROVIDING GOODS OR SERVICES AT A COST OF \$5000 CUMULATED VALUE IS REQUIRED TO FILE AN AFFIDAVIT REGARDING POLITICAL CAMPAIGN CONTRIBUTIONS WITH THE RI STATE BOARD OF ELECTIONS EVEN IF NO REPORTABLE CAMPAIGN CONTRIBUTIONS HAVE BEEN MADE. (RI GENERAL LAW 17-27). FORMS OBTAINED AT BOARD OF ELECTIONS, CAMPAIGN FINANCE DIVISION, 50 BRANCH AVENUE PROVIDENCE 02904 (401-222-2056)

**ARRA SUPPLEMENTAL TERMS AND CONDITIONS**

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009, Pub L No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009, Pub L.No. 111-5 and any amendments thereto located on the Division of Purchases website at [www.purchasing.ri.gov](http://www.purchasing.ri.gov).

**DELIVERY PER AGENCY**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY

**PARTICIPATING ADDENDUM**  
**WESTERN STATES CONTRACTING ALLIANCE**  
**FACILITIES MRO Contracts**  
**Administered by the State of Nevada (hereinafter "Lead State")**  
**MASTER PRICE AGREEMENT**  
**MSC Industrial Supply Company**  
Nevada Contract Number: 1862  
(hereinafter "Contractor")  
And  
State of Rhode Island  
(hereinafter "Participating State")

Page 1 of 3

1. Scope: This addendum covers the WSCA Facilities MRO Contracts lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

The award to contractor in Master Price Agreement 1862 is for **all categories and for all states (entities)** authorized to use Master Price Agreement 1862.

2. Participation: Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Price Agreement:  
(These modifications or additions apply only to actions and relationships within the executing Participating State.)

**Administrative Fee/Rebate**: MSC Industrial Company will provide a 1% base rebate to the State of Rhode Island under this agreement. The 1% rebate shall be paid quarterly (with appropriate reporting) on all purchases under the Agreement, less any freight, taxes, returns, credits or adjustments. The start date of this contract is May 1<sup>st</sup>, 2011.

4. Lease Agreements:

**Lease Agreements Are NOT Authorized By This Contract**

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

**Lead State**

**Name:** Gail Burchett  
**Address:** Nevada Department of Administration, Purchasing Division,  
515 E. Musser Street Suite 300, Carson City, NV 89701  
**Telephone:** (775) 684-0172  
**Fax:** (775) 684-0188  
**E-mail:** [gburchet@purchasing.state.nv.us](mailto:gburchet@purchasing.state.nv.us)

**Contractor**

**Name:** David Ottenstein, State Government Team Manager  
**Address:** MSC Industrial Supply Company, 75 Maxess Road

**PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
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Melville, New York 11747  
Telephone: (904) 519-6002  
Fax: (904) 519-9003  
E-mail: [ottenstd@mscdirect.com](mailto:ottenstd@mscdirect.com)

**Participating State (Entity)**

Name: State of Rhode Island/Div of Purchases/David Cadoret  
Address: One Capitol Hill, Providence, RI 02908  
Telephone: 401-574-8131  
Fax: 401-574-8387  
E-mail: [David.Cadoret@purchasing.ri.gov](mailto:David.Cadoret@purchasing.ri.gov)

**6. Subcontractors:**

NO servicing subcontractors are permitted under this contract.

**7. Price Agreement Number:** All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: 1862. 3229923

This Participating Addendum and the Master Price Agreement number 1862 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as

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 And  
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soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity: State of Rhode Island	Contractor: <i>MSC INDUSTRIAL SUPPLY CO.</i>
By: <i>L. Hynes</i>	By: <i>P. Biagioli</i>
Name: Lorraine A. Hynes	Name: Peter E. Biagioli Vice President
Title: Purchasing Agent	Title: National Accounts & Government
Date: 5/1/2011	Date: <i>5/5/11</i>

[Additional signatures as required by Participating State]

# MSC

**Key Elements of this contract are:**

- **Excellent Market Basket Pricing all Categories**
- **Online Catalog, Ordering and Reporting Capabilities**
- **Can print invoices immediately from website**
- **Representatives located throughout each State**
- **90 Branches and 4 Central Warehouse Centers within U.S.**
- **Excellent Disaster Recovery/Emergency assistance plan including immediate deployment of trailer with essential items**
- **Training at no charge available**
- **Strong in MBE/WBE etc.**
- **Special pricing for large volume single orders**

# MSC

- Freight Policy:  
No freight charges on catalog item orders (Alaska, Hawaii may have up charge)
- Shipping:  
Deliveries of in-stock items 24 hours after receipt of order if order is received by 8:00 p.m.

# MSC

## Representative Information

**Name:** David Ottenstein, State Government  
Team Manager

**Telephone:** (904) 519-6002

**Fax:** (904) 519-6003

**E-mail:** [ottenstd@mscdirect.com](mailto:ottenstd@mscdirect.com)

# Mandatory Contract Requirements

- Ordering Capability
- FOB Destination
- Internet Ordering
- E Commerce Description
- Storage of Electronic Data
- Catalogs both on-line, soft copy and hard copy
- P-Card Acceptance and Level III Reporting
- Force Substitution Policy
- Customer Service Representatives
- Training programs

# Categories

- Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)
- Air Filters
- Lamps, Ballasts and Fixtures
- Cleaning
- Material Handling Repairs
- Security
- Motors and Accessories
- Electrical Repairs and Equipment
- Fasteners
- Batteries and Flashlights
- Outdoor Garden Supplies and Equipment
- Paint and Accessories
- Plumbing
- Pneumatic Tools
- Power Tools and Accessories
- Safety
- Hand Tools
- Welding and Soldering