

**Region 14 Education Service Center (ESC)**

**Contract # 02-150**

*for*

MRO Products and Services

*with*

**Sid Tool Co., Inc. d/b/a**

**MSC Industrial Supply**

Effective: December 14, 2023

The following documents comprise the executed contract between the Region 14 Education Service Center and Sid Tool Co., DBA MSC Industrial Supply Co., effective December 14, 2023:

- I. Vendor Contract Award Letter
- II. Supplier's Response to the RFP, incorporated by reference



## Region XIV Education Service Center

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1850 Highway 351  
Abilene, TX 79601-4750  
325-675-8600  
FAX 325-675-8659

Thursday, December 14<sup>th</sup>, 2023

Sid Tool Co., Inc. DBA MSC Industrial Supply Co.  
ATTN: David Haugh  
525 Harbour Place Drive  
Davidson, NC 28036

Dear David:

Region XIV Education Service Center is happy to announce that Sid Tool Co., Inc. DBA MSC Industrial Supply Co. has been awarded an annual contract for MRO Products and Services based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31<sup>st</sup>, 2026. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Sid Tool Co., Inc. DBA MSC Industrial Supply Co.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

DocuSigned by:  
  
8998FD6E54EE4F7...

Shane Fields

Region XIV, Executive Director

# Request for Proposal (RFP) for MRO Products and Services – Solicitation No. 12-23

Due: November 16, 2023, 2:00pm, CT



*Submitted by:*

**MSC Industrial Supply Co.**

Chris Ricker

Manager, Cooperative and Group Purchasing Organizations

(330) 328-0542

[RickerC@mscdirect.com](mailto:RickerC@mscdirect.com)

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# Tab 1 – Master Agreement / Signature Form

## **TAB 1** **MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS**

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### **Customer Support**

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### **Disclosures**

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

### **Renewal of Contract**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

### **Funding Out Clause**

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

### **Shipments (if applicable)**

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

### **Tax Exempt Status**

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

## **Payments**

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

## **Adding Authorized Distributors/Dealers**

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

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

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

## **Pricing**

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

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

## **Warranty**

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

## **Safety**

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.



**Permits**

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

**Indemnity**

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

**Franchise Tax**

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

**Supplemental Agreements**

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

**Certificates of Insurance**

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

**Legal Obligations**

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**Protest**

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested



Any protest review and action shall be considered final with no further formalities being considered.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

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

### **Prevailing Wage**

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

### **Termination**

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

### **Open Records Policy**

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

## SIGNATURE FORM

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

Prices are guaranteed: **120 days**

Sid Tool Co., Inc. DBA MSC Industrial Supply Co.  
\_\_\_\_\_  
Company Name

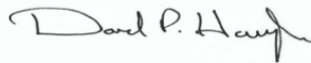
525 Harbour Place Drive  
\_\_\_\_\_  
Address

Davidson	NC	28036
City	State	Zip

800-645-7270	800-255-5067
Telephone Number	Fax Number

customer@mscdirect.com  
\_\_\_\_\_  
Email Address

David Haugh	VP, Public Sector Sales
Printed Name	Position



\_\_\_\_\_  
Authorized Signature

# Tab 2 – NCPA Administration Agreement

## **TAB 2** **NCPA ADMINISTRATION AGREEMENT - Example**

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This Administration Agreement is made as of \_\_\_\_\_, by and between National Cooperative Purchasing Alliance ("NCPA") and \_\_\_\_\_ ("Vendor").

### **Recitals**

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated \_\_\_\_\_, referenced as Contract Number \_\_\_\_\_, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of MRO Products and Services ;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

### **General Terms and Conditions**

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.



- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

### **Term of Agreement**

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the



## ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance  
Organization

**Sarah Vavra**

Name

Sr. Vice President, Public Sector  
Contracting

Title

5001 Aspen grove

Address

Franklin, TN 37067

Address

Signature

Date

Sid Tool Co., Inc. DBA MSC Industrial Supply Co.  
Vendor Name

David Haugh

Name

Vice President, Public Sector Sales  
Title

525 Harbour Place Drive

Address

Davidson, NC 28036

Address

*David P. Haugh*

Signature

11/16/2023

Date



# Tab 3 – Vendor Questionnaire

## LOCATIONS COVERED

Bidder must indicate any and all locations where products and services can be offered.

<input checked="" type="checkbox"/> <b>All 50 States &amp; District of Columbia</b> (Selecting this box is equal to checking all boxes below)			
<input type="checkbox"/> Alabama	<input type="checkbox"/> Illinois	<input type="checkbox"/> Montana	<input type="checkbox"/> Rhode Island
<input type="checkbox"/> Alaska	<input type="checkbox"/> Indiana	<input type="checkbox"/> Nebraska	<input type="checkbox"/> South Carolina
<input type="checkbox"/> Arizona	<input type="checkbox"/> Iowa	<input type="checkbox"/> Nevada	<input type="checkbox"/> South Dakota
<input type="checkbox"/> Arkansas	<input type="checkbox"/> Kansas	<input type="checkbox"/> New Hampshire	<input type="checkbox"/> Tennessee
<input type="checkbox"/> California	<input type="checkbox"/> Massachusetts	<input type="checkbox"/> New Jersey	<input type="checkbox"/> Texas
<input type="checkbox"/> Colorado	<input type="checkbox"/> Michigan	<input type="checkbox"/> New Mexico	<input type="checkbox"/> Utah
<input type="checkbox"/> Connecticut	<input type="checkbox"/> Minnesota	<input type="checkbox"/> New York	<input type="checkbox"/> Vermont
<input type="checkbox"/> Delaware	<input type="checkbox"/> Mississippi	<input type="checkbox"/> North Carolina	<input type="checkbox"/> Virginia
<input type="checkbox"/> D.C.	<input type="checkbox"/> Missouri	<input type="checkbox"/> North Dakota	<input type="checkbox"/> Washington
<input type="checkbox"/> Florida	<input type="checkbox"/> Kentucky	<input type="checkbox"/> Ohio	<input type="checkbox"/> West Virginia
<input type="checkbox"/> Georgia	<input type="checkbox"/> Louisiana	<input type="checkbox"/> Oklahoma	<input type="checkbox"/> Wisconsin
<input type="checkbox"/> Hawaii	<input type="checkbox"/> Maine	<input type="checkbox"/> Oregon	<input type="checkbox"/> Wyoming
<input type="checkbox"/> Idaho	<input type="checkbox"/> Maryland	<input type="checkbox"/> Pennsylvania	

MSC Industrial Supply Co. (MSC) offers our Same-Day Shipping Guarantee with a 99% fill rate. If the national Cooperative Purchasing Alliance (NCPA) places a qualified, in-stock order by the 8pm, ET. National cut-off time, the order is guaranteed to ship the same day. Additionally, NCPA agencies may upgrade the qualified order to next-day delivery at no additional charge. All delivery timeframes are contingent upon the requirements of the MSC Same-Day Shipping Guarantee as described below.

Provided the order is completed and received at the distribution centers before the applicable cut-off time on an operating business day. MSC will guarantee same-day shipping on qualifying items placed in the carrier's hands for any in-stock catalog items, for qualified continental U.S. customers (products such as machinery, hazardous materials, or items that require customized lengths, set-up or special packaging may require additional handling time due to size, weight, or shipping restrictions). Orders placed Fridays (after your local cut-off time) and weekends or holidays will be shipped on the next regular business day.

The guarantee does not cover, and MSC shall not be responsible for, computer or electronic interruptions, mechanical or electrical breakdowns, strikes, riots, severe weather conditions, acts of God, or any other forces beyond the reasonable control of MSC, LTL shipments and other non-scheduled carriers, branch shipments (due to earlier pickups), backordered items, replacement orders, new accounts (first order) and orders requiring credit review.

MSC ships all small parcel shipments to Alaska, Hawaii and Puerto Rico via UPS Ground service, the transit times for these orders are based upon UPS' committed delivery times, which ranges from 5 to 7 business days depending on the destination. Hazardous materials will not be shipped to Alaska or Hawaii or exported outside of the contiguous United States.

<input type="checkbox"/> <b>All U.S. Territories and Outlying Areas</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> American Samoa	<input type="checkbox"/> Northern Marina Island
<input type="checkbox"/> Federated States of Micrones	<input checked="" type="checkbox"/> Puerto Rico
<input checked="" type="checkbox"/> Guam	<input checked="" type="checkbox"/> U.S. Virgin Islands
<input type="checkbox"/> Midway Islands	

MSC does have the ability to ship direct to all the provided U.S. Territories through our normal, commercially accepted shipping processes. Please note though, that there are some exceptions to consider when shipping to these territories. For example, hazardous materials will not be shipped to Alaska or Hawaii or exported outside of the contiguous United States.

<input checked="" type="checkbox"/> <b>All Canada Provinces and Territories</b> (Selecting this box is equal to checking all boxes below)	
<input type="checkbox"/> Alberta	<input type="checkbox"/> Prince Edward Island
<input type="checkbox"/> British Columbia	<input type="checkbox"/> Quebec
<input type="checkbox"/> Manitoba	<input type="checkbox"/> Saskatchewan
<input type="checkbox"/> New Brunswick	<input type="checkbox"/> Northwest Territories
<input type="checkbox"/> Newfoundland and Labrador	<input type="checkbox"/> Nunavut
<input type="checkbox"/> Nova Scotia	<input type="checkbox"/> Yukon
<input type="checkbox"/> Ontario	

MSC can support all the above Canadian Territories. MSC would like to further discuss the NCPA and participating entity needs.

**If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.**

MSC services all of North America, and we can support public agencies in Canada. Due to shipping, regulatory, export terms, we would negotiate a separate a contract for these agencies. We would like to further discuss specific needs with NCPA and any interested participating entities.

**If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?**

As the needs of our public and private sector customers are unique, MSC would be open to negotiating a separate contract for private sector customers. We would like to further discuss specific needs with NCPA and any interested participating entities.

## **MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) AND (HUB) PARTICIPATION**

**It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.**

MSC is not M/WBE or HUB certified. We are classified as a large business.

## **SMALL BUSINESS, MWBE AND HUB GROWTH**

**If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.**

- **N/A, we are a recognized small, MWEB or HUB organization**
- **No, we do not have any programs in place.**
- **Yes, we have programs in place.**

MSC is committed to developing business opportunities across all socioeconomic business categories so that we may support both the growth of M/WBE and HUB businesses and our customers' established utilization goals.

In Fiscal Year 2023, MSC spend was just over \$501 million with suppliers that qualify as Small Business entities. Many of our Small Business suppliers also have certifications in the following socioeconomic categories:

- Small Businesses (SB)
- Veteran-Owned Small Business (VOSB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- HUBZone
- Small Disadvantaged Business (SDB) (SBA 8/a)
- Minority-Owned Business
- Woman-Owned Small Business (WOSB)

Our diversity partner relationships support special projects, and product needs that include machinery installs and customized product needs in which only the Small Business partners specialize. Through these initiatives, MSC has been able to significantly increase socioeconomic participation throughout our solutions and product offerings.

## RESIDENCY

Responding Company's principal place of business is in the city of \_\_\_\_\_, State of \_\_\_\_\_.

MSC headquarters are located at 525 Harbour Place Drive in Davidson, North Carolina.

## FELONY CONVICTION NOTICE

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

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

## DISTRIBUTION CHANNEL

Which best describes your company's position in the distribution channel:

- ☐ Manufacturer Direct      ☐ Certified education/government reseller
- ☒ Authorized Distributor      ☐ Manufacturer marketing through reseller
- ☐ Value-added reseller      ☐ Other: \_\_\_\_\_

## PROCESSING CONTACT INFORMATION

For all questions regarding MSC's response, Region 14 Education Service Center ( Region 14 ESC) and NCPA participants may contact:

PROCESSING CONTACT INFORMATION	
CONTACT PERSON	Chris Ricker
TITLE	Manager, Cooperative and Group Purchasing Organizations
COMPANY	Sid Tool Co., Inc. DBA MSC Industrial Supply Co.
ADDRESS	525 Harbour Place Drive
CITY / STATE / ZIP	Davidson, NC 28036
PHONE	(330) 328-0542
EMAIL	RickerC@mscdirect.com

## PRICING INFORMATION

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

Yes, MSC agrees to offer all future product introductions at prices that are proportional to Contract Pricing.

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

MSC submitted pricing includes the NCPA administrative fee.

## COOPERATIVES

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

In addition to currently holding the **NCPA / OMNIA Contract #02-62 for MRO Products and Services**, we have partnered with the NCPA and participating entities for over 10 years, MSC currently holds contracts for the following cooperatives and state entities:

### ■ Sourcewell

- MRO (091422-MSI): 5-year Term. Expires November 8, 2026
- Janitorial (101320-MSI): 5-year Term: Expires November 16, 2024
- STEM Curriculum Solutions (040121-MSI): 5-year Term: Expires June 1, 2025

### ■ NASPO ValuePoint Contract #8499

- MRO and Industrial Supplies Contract #8499: 5-year Term with one year extension. Expires June 30, 2024

# Tab 4 – Vendor Profile

Please provide the following information about your company:

**Company's official registered name.**

Sid Tool Co., Inc., DBA MSC Industrial Supply Co.

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

Founded in 1941, MSC is a leading North American distributor of a broad range of metalworking and maintenance, repair and operations (MRO) products and services. With a history of driving innovation in industrial product distribution for more than 82 years, we help solve our manufacturing customers' metalworking, MRO and operational challenges. Through our technical metalworking expertise and inventory management and other supply chain solutions, our team of approximately 7,300 associates helps to keep our customers' manufacturing operations up and running and to improve their efficiency, productivity and profitability.

The following is a brief timeline outlining MSC history:

1941:	Sid Jacobson founded Sid Tool in New York
1964:	Published its first catalog, The Big Book™. Moved operations from New York City to Ames Court in Plainview, Long Island - MSC's first Customer Fulfillment Center
1969:	Entered into computerized inventory management and order processing, one of the first distributors to do so
1978:	Established a fully integrated Quality Assurance Department, one of the first distributors to do so
1982:	Sid Jacobson's son, Mitchell Jacobson, became President of MSC
1988:	Offered UPS 1- to 2-day delivery
1988:	Opened its first branch in Pawtucket, RI
1989:	Introduced Total Quality Management
1990:	Opened a second Customer Fulfillment Center in Atlanta, GA
1991:	Started the industry's first <a href="#">Same Day Shipping Guarantee</a>
1994:	Began major product expansion into MRO type product categories
1995:	Began trading on the NYSE (ticker symbol MSM)
1996:	Opened a third Customer Fulfillment Center in Elkhart, IN

1997:	Relocated its Plainview, NY, Customer Fulfillment Center to Harrisburg, PA
1998:	Moved its Customer Support Center/Corporate Headquarters to Melville, NY
1999:	Opened a fourth Customer Fulfillment Center in Reno, NV
2000:	"Big Book" items offered on the Internet
2002:	Awarded GSA Contract #GS-06F-0010N
2003:	Awarded USPS MRO Contract #2CMROS-03-B-4457
2004:	Started the West Coast expansion by opening our first sales office in Southern California (the Los Angeles sales office)
2005:	David Sandler promoted to CEO. Launched New Keyword Search on msdirect.com.
2006:	MSC acquires J&L Industrial
2007:	Successfully merged J&L's systems to MSC's computer systems. Completed the integration of the J&L distribution centers, positioning MSC to begin working on full integration and offering customers the best of both worlds.
2008:	MSC launched its " <a href="#">Get It Next Day</a> ...at no additional cost" program with a standard national ordering cut-off time of 8:00PM ET.
2008:	MSC fully integrated J&L and launched a new brand, " <a href="#">MSC/J&amp;L Metalworking</a> ", focused on offering technical information and assistance, products and services targeted towards our metalworking customers.
2009:	MSC completed the final phase of the brand transition and MSC/J&L Metalworking became MSC Industrial Supply - Metalworking's Best Choice. The focus continues to be on metalworking - offering customers best-in-class service and technical assistance.
2010:	MSC acquires Rutland Tool and Supply Co.
2011:	MSC acquires American Tool Supply, Inc., and its affiliate American Specialty Grinding Co., Inc.
2011:	MSC makes history and achieves \$2 Billion in revenue for fiscal year 2011.
2012:	MSC announces plans to open fifth Customer Fulfillment Center in Columbus, Ohio. The CFC will be operational in 2014.
2013	MSC acquires Barnes Distribution North America.
2013	MSC opens second Customer Service Center in Davidson, North Carolina.
2018	MSC acquires All Integrated Systems (AIS)
2019	MSC acquires TAC Global Solutions of Mexico, establishing a Mexico CFC and 4 branches
2021	MSC acquires Wm. F. Hurst, expanding its aerospace industry presence
2021	Corporate headquarters is consolidated at Davidson, NC
2022	MSC Mexico is further established with its own board of directors MSC acquires Engman-Taylor and Tower Fasteners
2023	MSC acquires Tru-Edge Grinding and Buckeye Industrial Supply



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

MSC's Dun & Bradstreet (D&B) is 93-261-9265 and we are rated 5A2.

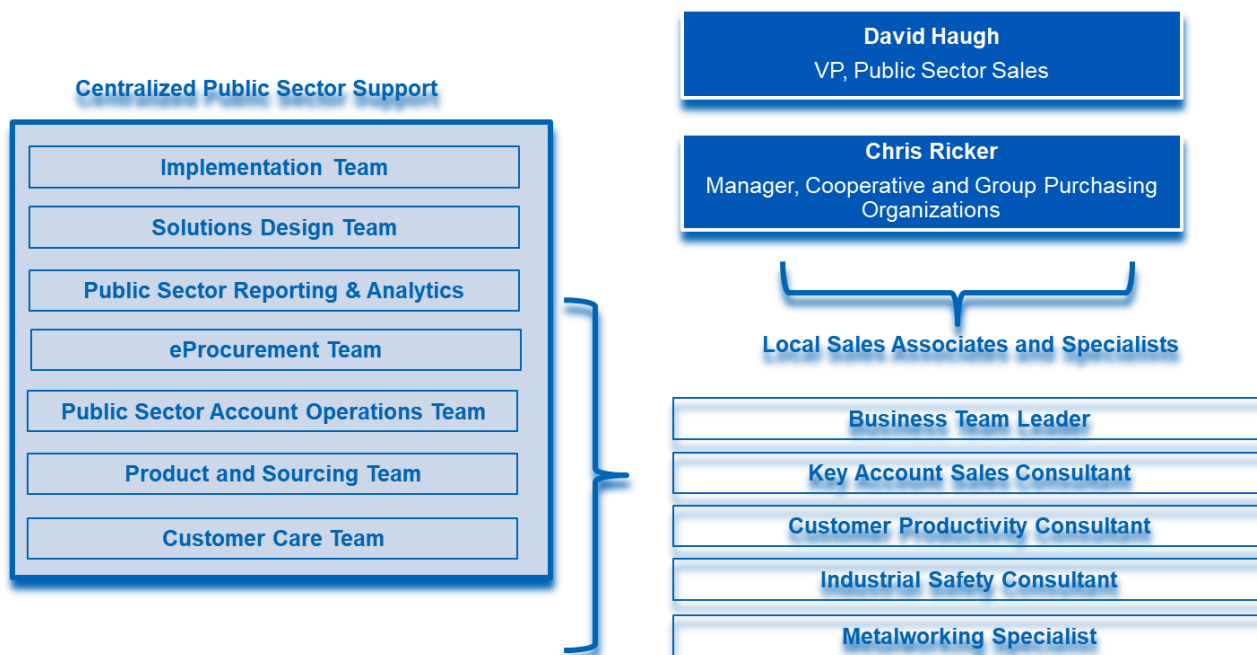
**Company's organizational chart of those individuals that would be involved in the contract.**

A key factor to the successful relationships MSC has built with our Public Sector customers is the exceptional Account Management Teams created to serve each participating entity.

**Chris Ricker, Manager, Cooperative and Group Purchasing Organizations**, will oversee overall account management and serve as the single point of contact for Region 14 ESC and all NCPA participating entities.

Local support will be provided by our trained and experienced associates, including, but not limited to: Business Team Leaders, Key Account Sales Consultants, Customer Productivity Specialists, Inventory Management Solutions Specialists, and Vendor Managed Inventory Specialists. Additionally, MSC has strategically located specialists, including Metalworking Specialists and Industrial Safety Specialists to support special requests.

The following organizational chart outlines our robust account management structure from the executive level through local support teams:



**Corporate office location.**

- **List the number of sales and services offices for states being bid in solicitation.**
- **List the names of key contacts at each with title, address, phone and e-mail address.**

MSC maintains co-located headquarters in Davidson, North Carolina and Melville, New York. We also operate six five Customer Fulfillment Centers (CFCs) which will support all participating states. The CFCs are located in:

- Harrisburg, PA;
- Atlanta, GA;
- Elkhart, IN;
- Reno, NV;
- Columbus, OH;
- Hanover Park, IL

**Chris Ricker, *Manager, Cooperative and Group Purchasing Organizations***, will oversee overall account management and serve as the single point of contact for Region 14 ESC and all NCPA participating entities. Please see below for Mr. Ricker's contact information:

<b>CONTACT PERSON</b>	Chris Ricker
<b>TITLE</b>	Manager, Cooperative and Group Purchasing Organizations
<b>COMPANY</b>	Sid Tool Co., Inc. DBA MSC Industrial Supply Co.
<b>ADDRESS</b>	525 Harbour Place Drive
<b>CITY / STATE / ZIP</b>	Davidson, NC 28036
<b>PHONE</b>	(330) 328-0542
<b>EMAIL</b>	RickerC@mscdirect.com

Local support to participating entities would be provided by our robust network of field sales associates and specialists. The following are some of the roles who would service participating entity sites:

- **Business Team Leader** – Will lead the local operations and support team; ensuring contract compliance; and meeting or exceeding participating entity expectations.
- **Key Account Sales Consultant (KASC)** – The KASC's primary focus is sales support and bringing solutions that can help drive cost savings and inventory reduction, as well as the coordination of all sourcing and purchasing needs. The KASC will also serve as project manager for the local participating entity account relationship.
- **Customer Productivity Consultants (CPC)** – Our CPCs will work closely with participating entities to identify opportunities for increased efficiency and productivity. During our Business Needs Analysis (BNA), MSC identifies customized solutions from our wide range of products and services. Using a consultative approach to assess current state and processes, MSC will recommend personalized solutions for improving performance and reducing costs. Areas reviewed include: enhancing function performance, reducing procurement cycle time and effort, decreasing inventory, reducing supplier base, and other cost-saving measures.
- **Vendor Managed Inventory Specialists (VMIS)** – The VMIS provides vending, VMI, and other inventory management support. Participating entity's VMIS interfaces with end users on the production floor to provide support for our products and to identify continuous improvement activities.
- **Metalworking Specialists** – Metalworking Specialists' primary responsibility are to deliver documented value to our customers resulting from the product testing they administer on site. The costs savings MSC's Metalworking Specialists document include a variety of areas of productivity, including: tool performance (speed/feed); cycle time; tool life; and other critical components of the manufacturing process.

- **Industrial Safety Consultant** – MSC Industrial Safety Consultants will partner with the safety teams of participating entities to conduct on-site safety assessments to assist in ensuring safety and compliance in the workplace at no cost. Cost savings initiatives include areas of opportunity pertaining to 29 CFR 1910, state and local laws, and American National Standards Institute standards. MSC also provides compliance-based training that can be conducted on site or via Webex conferences. Programs can be customized to meet individual participating entity needs.

All our Industrial Safety Consultants maintain multiple certifications, including QSSP Certification, OSHA 30-Hour Certification, Competent Person, and other certifications.

- **Customer Care** – MSC's Customer Care Team's responsibility is to deliver a high-quality, seamless and personalized experience in support of all customer service needs. Our teams are formally measured on quality, CSAT (Customer Satisfaction), and NPS (Net Promoter Score) ensuring experiences are measured through our customers' lens. Our live associates can receive orders and quotes, provide digital support, offer sourcing, provide real-time inventory status, recommend product alternatives, provide advanced technical support and much more. They are highly available Monday through Friday, 7am-11pm, ET, and Saturdays, 8am-5pm, ET and can be reached at 800-645-7270.

#### Define your standard terms of payment.

MSC standard payment terms are Net 30.

#### Who is your competition in the marketplace?

Large and fragmented, the MRO industry is highly competitive. MSC faces competition from traditional channels of distribution, such as retail outlets; small dealerships; regional and national distributors utilizing direct sales forces; manufacturers of MRO supplies; large warehouse stores; and larger direct mail distributors. We also face substantial competition in the online distribution space that competes with price transparency and includes both traditional distributors and non-traditional, web-based eCommerce competitors. In addition, new entrants in the MRO supply industry could increase competition.

However, MSC outpaces our competitors through our pricing, product selection, product availability, technical support relationship, level of service and convenience.

#### Provide Annual Sales for last 3 years broken out into the following categories:

- **Cities / Counties**
- **K-12**
- **Higher Education**
- **Other government agencies or nonprofit organizations**

As a public company, we do not report our annual sales according to the above categories. We file annual, quarterly and current reports, along with additional reports and documents with the Securities and Exchange Commissions (SEC), which is available to the public.

Our public sector program is focused on becoming an industry leader and trusted advisor to key public sector end customers. Over the last few years, MSC has invested in our public sector programs and expanded into several large contracts with federal, state and local agencies, and we expect to continue to expand the scope of our public sector programs to leverage our recent success and position MSC for future growth.

Our investment is reflected in our increase in revenue within the public sector. The percentage of our revenue to our Public Sector customers represented **approximately 10% for Fiscal Year 2023 – a 2% increase from the prior fiscal year**. Additionally, our 2023 fiscal year net sales increased 8.6%, or \$317.4 million, and **sales to our public sector customers increased by over \$122 million**.

MSC's public sector customers include federal agencies, state governments, and healthcare providers. Federal government customers include the United States Marine Corps, the United States Coast Guard, the United States Postal Service, the United States General Services Administration, the United States Department of Defense, the United States Department of Energy, large and small military bases, Veterans Affairs hospitals, and correctional facilities. We have individual state and local contracts and have been awarded partnerships with several state co-operatives.

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

\$ \_\_\_\_\_ in year one

\$ \_\_\_\_\_ in year two

\$ \_\_\_\_\_ in year three

MSC anticipates the following annual revenue during the first three years of the agreement:

- **Year 1:** \$10M
- **Year 2:** \$50M
- **Year 3:** \$100M

**What differentiates your company from competitors?**

MSC supports our customer through a variety of value-added solutions and technological innovations that improve the overall customer experience.

### **MSC Value-Added Services and Solutions**

Supporting our customers' metalworking and MRO needs and providing a variety of value-added services, MSC differentiates ourselves from our competitors in the following ways:

- **2.1 Million In-Stock Products – One Supplier:** Too many suppliers create a financial and administrative bottleneck. With 2.1 million in-stock SKUs available, we've established a one-stop shop for our customers, eliminating the hassle of purchasing from too many supplier sources.
- **Continuous Improvement:** We have developed and perfected a proven, repeatable process that helps companies overcome the challenges currently affecting their TCO. **MRO GO™** is a four-step program where we discover areas for improved productivity, safety, profitability and efficiency. Then, we build a customized plan of action and provide solutions that will help your business improve productivity and achieve documented savings.
- **Business Needs Analysis (BNA):** The BNA process reviews NCPA participating entities' organizational strategy, goals, initiatives, capabilities and pain points. The result is a customized proposal outlining an optimal solution for participating entities, which may include inventory management solutions, procurement, training and more.

After a BNA has been conducted and solutions implemented, our associates constantly pursue opportunities for cost savings and efficiencies. Once identified, these recommendations will be

presented during our Continuous Improvement Reviews. All savings and results will be documented in our patented **Cost Saving Documentation**.

- **Same-Day Shipping Guarantee:** Our Same-Day Shipping Guarantee maintains a 99% fill rate. MSC can ship qualified, in-stock orders the same day provided the order is placed by the 8pm, ET, cut-off time. This inventory availability enables customers to reduce inventory investments and carrying costs.
- **ControlPoint Inventory Management Solutions:** Our innovative Vending Solutions, Inventory Management Software, Vendor Managed Inventory (VMI) and Customer Managed Inventory (CMI) programs, are amongst the most efficient in the industry and are key to lowering customers' inventory investment, reduce sourcing costs and out-of-stock situations, and increasing business efficiency. Orders generated through these inventory management solutions are integrated directly with mscdirect.com and many third-party eProcurement software solutions.
- **Leading U.S. Metalworking Distributor:** Our product portfolio includes Kennametal, Sandvik, Iscar, Seco and Walter brands. Additionally, we offer high-performance exclusive brands that provide high value, cost-effective alternatives for our customers. Our massive catalog includes a provision that identifies 'Good-Better-Best' product offerings. Alternative products can be recommended through data analysis of indirect purchases; and lower-cost or higher-performance products can be recommended and tested as well. Our variety of options allows for the recommendation of the right-priced tool for the application rather than pushing a single manufacturer as an acceptable solution.
- **Metalworking Field Specialists:** MSC Metalworking Specialists' primary responsibility is to deliver documented value to our customers resulting from the product testing they administer on site. The costs savings Our Metalworking Specialists document includes a variety of areas of productivity, including tool performance (speed/feed); cycle time; tool life; and other critical components of the manufacturing process.

Our proprietary **ApOp (Application Optimization)** software solution enables our metalworking specialists to document productivity savings for customers for a range of applications, including grinding, milling, turning, threading, sawing, hole-making, metalworking fluids and other manufacturing process improvements.

Additionally, MSC will also solicit the advice and assistance from our unmatched roster of metalworking suppliers. Our alignment and engagement with these suppliers enables MSC to address multiple applications across our customers' facility, and therefore allows for more testing and savings documentation.

- **MSC MillMax®:** Our MSC MillMax® program focuses on maximizing milling productivity and reducing cost by reducing the milling optimization process to just a few minutes. MillMax® helps customers increase material removal rates, reduce cycle times, improve surface finishes and extend tool life, leading to improved productivity, quality and cost savings. Our team's work with the Department of Energy's Oak Ridge National Laboratory won MSC the 2021 ISA Award as well as the 2021 R&D 100 Award for breakthrough technology in a new commercial product.
- **Industrial Safety Consultants:** MSC maintains a staff of Industrial Safety Consultants dedicated to meeting our customers' safety needs. They partner with our customers' safety teams and bring their expertise to support customer programs by leveraging our supplier relationships to conduct site surveys, personal protection assessments and facility audits. As MSC provides compliance-based training that can be conducted onsite or via WebEx conferences, we can tailor the program to meet

customer needs. All MSC Industrial Safety Consultants maintain multiple certifications including: QSSP Certification, OSHA 30-Hour Certification, Competent Person, and other certifications.

- **Product Training:** Leveraging our supplier relationships and their Subject Matter Expertise, we offer free product training in conjunction with our suppliers. Some examples of other free training programs and/or services include: *Fall protection training; Lock Out/Tag Out Inspections; Harness Inspections; Ladder Safety Training; General Safety Training; Product Use Training; Hand Tool Safety Training; Power Tool Safety Training; Lifting Safety Training; Chemical Storage Safety Training and Inspections; Plant Signage Inspections; Confined Spaces Breathing Training; and Arc Flash Training.*
- **eCommerce Capabilities:** Customers will realize a significant decrease in procurement costs when they take advantage of MSC's eCommerce capabilities. Participating entities will have access to a wide array of functions and information, including: swift search and transaction capabilities; access to real-time inventory level information; customer-specific pricing; workflow management tools; customized reporting; and much more. Additionally, MSC easily interfaces directly with purchasing portals, such as ARIBA and Perfect Commerce in addition to ERP Procurement Solutions, such as Oracle, SAP and Infor.
- **Comprehensive Customer Care Organization:** MSC provides a robust network of regional and local sales associates and specialists to support sales, metalworking and inventory needs. Our experienced team includes customer care associates to assist with quotes, provide digital support, offer sourcing, provide real-time inventory status, recommend product alternatives, provide advanced technical support and much more.
- **Better MRO:** Our online information hub provides the go-to-resources customers need to be more productive and safer every day on the job ([www.mscdirect.com/betterMRO](http://www.mscdirect.com/betterMRO)); and 12,500 unique users are relying on it every day. The **Better MRO** portal brings together real-world insights, knowledge, and practical application information from trusted sources including internal expertise, industry leading experts, safety and manufacturing leaders and professionals, supplier partners, and many other sources.

### MSC and Technological Innovation

MSC is continuously striving to provide new technologies and investments to better serve our customers. Examples include:

- MSC has partnered with the **Department of Energy's Oak Ridge National Laboratory** in creating our MillMax® program which focuses on maximizing milling productivity and reducing cost by reducing the milling optimization process to just a few minutes. Our team's work with Oak Ridge National Laboratory won MSC the 2021 ISA Award as well as the 2021 R&D 100 Award for breakthrough technology in a new commercial product.
- **CFC Automation:** Looking to reduce labor for repetitive tasks on our warehouse floors, MSC has invested in automation technology. In fiscal year 2019, we introduced a patented robotic packing solution, and we are in the process of deploying advanced robotic picking technology to several of our CFCs.
- **Digital Showroom:** A innovative digital and interactive tour of the plant floor that guides our customers through MSC solutions and allows them to visualize how each one works.



**Describe how your company will market this contract if awarded.**

As **Program Manager, Chris Ricker**, would ensure a smooth continuation of services without disruption. Our integrated information systems will contain NCPA program-specific information, including the discounted pricing, free freight program, and more. Our systems make all data available whether a NCPA member is contacting a local sales associate or calling one of our dedicated Customer Care Team Associates.

Chris Ricker will also work to market the program through NCPA program resources, including, but not limited to, NCPA / OMNIA Field Sales, NCPA / OMNIA MDM Teams, and MSC's Microsite on the NCPA / OMNIA web platform using tools such as:

- Co-branded Marketing Literature specific to MSC's capabilities to drive contract/program awareness.
- Web-Based Marketing – using the customer's portal
- Email Marketing – periodic emails to highlight promotions, specials, and seasonal items of interest.
- MSC Supplier Resources – Joint Calls, Updates on the latest innovations, Technical Field Support, Product and Safety Training.
- MSC Sales Support will be determined, based on the customer's need and requirements.
- MSC On-Site (Customer Facility) Open Houses – Expand our On-Site Open House Program and Product Demonstration Workshops for Participating Entities.
- MSC Customer Fulfillment Center Tours
- Trade Show Participation

**Describe how you intend to introduce NCPA to your company.**

As an incumbent supplier, MSC has not only program familiarity, but also has the processes and systems in place to ensure a smooth continuation of services. **"Growing Together"** virtual sessions co-led both Chris Ricker and NCPA / OMNIA personnel will be held with MSC Public Sector Sales and Support Resources to reinforce the collective "push" in selling the Lead Agency Co-Operative Model, tools, and resources available through the MSC / NCPA / OMNIA partnership.

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

User friendly and easy-to-navigate, our website, mscdirect.com, gives NCPA participating entities full access to every product we have available and allows participating entities to conveniently manage their entire account online. Offering numerous time- and cost-saving tools, our website can help participating entities create an efficient and productive procurement environment. And as the website shares the same highly trained sales and support services as our traditional business, all participating entities are guaranteed the same level of superior customer service you expect from MSC.



Available 24 hours a day, seven days a week, mscdirect.com includes a wealth of features, such as:



- View **over 2.1 million products and information**, including images, real-time inventory availability, item number, price, description, attributes, specifications, quantity in stock and/or available for pick up, manufacturer, unit of measure, manufacturer number, and catalog page.  
Participating entities will have access to NCPA-specific pricing and the ability to restrict what users can browse based on participating entities' agreements.  
Additionally, participating entities can view a Features and Benefits, and also access manufacturer information, including manuals, images, videos and warranty information.
- **Smarter Search Functionality** — Utilizing our enhanced search features, results are easily and accurately identified
  - Participating entities can search by keyword, brand or part numbers (MSC, Manufacturer, Customer, Competitor, NSN and UPC numbers). We also have the capability to identify each user's preferred items.
  - **Learn More Feature** allows for participating entities to make accurate purchasing decisions and identify the right item for the right application.
  - **Research and Compare** items in an easy-to-view format and view specification differences
- **My Account** — Get a dashboard view of your account, including:
  - **Order History:** track shipments, find / reorder prior items, view order history
  - **Account Settings:** Manage usernames, passwords, preferences, billing methods, shipping addresses and more
  - **Notifications:** Select how order confirmations and shipped order emails are received
  - **People and Purchasing:** Manages the workflow processes such as cost allocation management, order approval management and more
- **My Lists** – Access frequently purchased and referenced items in one central location. Create lists by product line, projects, location-specific applications and more
- **Get Quotes** – Participating entities can get item quotes right from the shopping cart. An email notifies users when a quote is ready. All quotes, past and present, can easily be searched within your account.
- **Download Cart** – Eliminate the double work of reentering online orders by downloading your cart and importing it into your ERP or purchasing platform. Users select file formats and choose from over 30 data fields.
- **Advanced Features and Functionality** – Manage purchasing with PO Control, Cost Allocation Management and Workflow Processes where participating entities can assign roles and spending limits for users within your company
- **ControlPoint Inventory Management Solutions** – Access your ControlPoint Solutions, including carts, labels and more.
- **Virtual Catalogs** – Browse our Big Book® along with other specialty catalogs, including seasonal and Safety catalogs
- **Expert Help** – Customer Care Associates are available in via real-time chat, or can be accessed via email or by a toll-free phone call

Our website is remarkably easy and natural for your people to use. Onsite or video conference training is provided as needed.

### Streamline Your Purchasing with Online Workflow Processes

Once users log into their account online, they will have access to **NCPA-specific pricing and discounts**. Additionally, mscdirect.com allows users to **identify cost centers**. Users can individually code each item within an order for reporting purposes. Items can be allocated to departments, cost centers, general ledger accounts, people, job name, job number, and more.

We provide the ability for your organization to **establish roles and spending limits** for users within the company. Users can create and manage workflow processes in which user roles and spending limits can be assigned on the MSC website so that users can be assigned the appropriate purchasing levels according to the agreement.

Our website supports multiple levels of hierarchy:

- **Administrator:** Administrators have the authority to assign and/or reassign other registered users to their applicable role and to set per-order spending limits. They also have full authority to browse and place orders. Multiple Administrators may exist within one agency. An Administrator can change users to Buyers with or without spending limitations and / or Buyers with rights to approve orders.
- **Buyers with Approval Rights:** The authorized Approver has the authority to approve Buyer orders that exceed spending limitations.
- **Buyers:** Buyers have full authority to browse, fill a shopping cart, and place orders up to the spending limit established by Administrator. Buyers that exceed spending limitations need to be assigned to an authorized Approver. Buyers can have up to 10 approvers assigned to them. This functionality also allows for multiple levels of Buyers / Approvers. For instance, participating entities can permit certain users to requisition products, but the final approval by the authorized designee must be provided before the order is submitted online. The Approver would be notified via email when the order is ready. If the assigned Buyer rejects a pending order, the Buyer would have an option to select “reject reason.” Assigned Buyers can also reassign a pending order using the “Reassign” function. An email notification of a reassigned order would be sent to the Approving Buyer, or Administrator (selected from the dropdown menu).

<input type="checkbox"/>	Name	Authorized Approver	Spend Limit	Assigned To	Action
	JOHN DOE		Admin has unlimited spending limit and is not assigned		
<input type="checkbox"/>	JANE DOE		Admin has unlimited spending limit and is not assigned		
<input type="checkbox"/>	MIKE SMITH		\$500.00	JOHN DOE JANE DOE	
<input type="checkbox"/>	SALLY JONES		\$100.00	JANE DOE MIKE SMITH	

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

NCPA and participating entities may contact our dedicated NCPA Customer Care Team at 833-709-0172, or via email at [NCPAOmnia@mscdirect.com](mailto:NCPAOmnia@mscdirect.com). Additionally participating entities may also can contact our Call Centers to reach a live customer care representative at 800-645-7270, Monday through Friday, 7am-11pm, EST, and Saturdays, 8am-5pm, EST. Our website, mscdirect.com, and our fax number, 800-255-5067, are also available 24 hours a day, seven days a week.

### Green Initiatives (if applicable)

- **As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.**

MSC strives to manage our business in a sustainable manner with programs focused on waste reduction and recycling, energy efficiency, freight sustainability, water conservation, eco-friendly product offerings and more.

For our full environmental and sustainability policy, click here for [our Environmental, Social and Governance Report](#).

### Environment and Sustainability Policy

Environmental responsibility is an important aspect of our business mission. Associates at all levels are required to follow company procedures designed to comply with local, state and federal environmental laws and regulations. We also strive to be mindful of natural resources.

MSC employs product stewardship, safety and environmental professionals to help ensure the protection of consumer health and the environment, and we continually work to improve our environmental protection standards and programs, which include:

- **Environmental Permits and Reporting** — We will obtain, maintain and keep current all required environmental permits and registrations necessary to conduct our business. We will follow their operations and reporting requirements.
- **Pollution Prevention and Resource Reduction** — We strive to reduce or eliminate waste at its source by means of process modifications, maintenance and facility processes, material substitution, conservation and the recycling and reuse of materials.
- **Hazardous Substances** — Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal.
- **Product Content Restrictions** — We will not knowingly sell non-compliant products to our customers. We will maintain an Environmental Compliance & Sustainability Department to review products and evaluate their compliance with all applicable environmental laws and regulations regarding prohibition or restriction of specific substances, including labeling laws and regulations for recycling and disposal.
- **Promoting the Development and Sale of Environmentally Friendly Products** — We will strive to identify and provide items to our customers that will help protect the environment using less toxic or harmful ingredients and/or items that will help to reduce consumption of natural resources. These may include, but will not be limited to, products that help to reduce energy consumption, provide water conservation, have been made with or from recyclable materials, or can be recycled after use.

### Environmental Risk

MSC continually works toward reducing environmental and climate impact by pursuing improvement opportunities throughout our operations and supply chain. MSC has implemented risk-analysis processes

and risk-prevention techniques to identify and eliminate potential hazards to human health and the environment.

### **Environmental Health and Safety Training**

Associates are required to complete environmental health and safety awareness training as part of associate onboarding. Additional training is implemented dependent on job-function and regulatory requirements. Examples of internal training available in environmental, health and safety topics include, but are not limited to, hazardous waste management, lithium battery safety and awareness, and handling and transportation of dangerous goods. MSC utilizes additional consultants and third parties to provide specialized training in environmental health and safety topics.

### **Environmental Compliance**

MSC performs required environmental due diligence when leasing, acquiring or selling commercial property. We also utilize third-party consulting firms to audit our facilities and prepare required regulatory plans. Environmental, health and safety compliance audits help ensure that the company meets or exceeds regulatory requirements, reinforcing MSC's commitment to protecting human health and the environment. In calendar 2021, MSC had zero environmental compliance related fines or penalties.

### **Compliance with Health and Safety and Environmental Protection Laws**

Our operations are subject to and affected by a variety of federal, state, local and non-U.S. health and safety and environmental laws and regulations relating to the discharge, treatment, storage, disposal, investigation and remediation of certain materials, substances and wastes. We continually assess our compliance status and management of environmental matters to ensure that our operations are compliant with all applicable environmental laws and regulations.

Operating and maintenance costs, associated with environmental compliance and management of sites, are a normal and recurring part of our operations. With respect to all other matters that may currently be pending, in the opinion of management, based on our analysis of relevant facts and circumstances, compliance with applicable environmental laws is not likely to have a material adverse effect upon our capital expenditures, earnings or competitive position.

### **Energy**

MSC strives to improve its energy efficiency across our CFCs and offices. 83% of our CFCs utilize both motion-sensor lighting and LED lighting, as do our CSCs in Melville, New York, and Davidson, North Carolina. LED lights are more durable and up to 80% more efficient than traditional lighting, such as fluorescent and incandescent lamps. Our Atlanta, Georgia, facility has been replacing old traditional bulbs with more efficient LED bulbs. This is an ongoing project as our traditional bulbs expire. When fluorescent bulbs reach the end of their lifecycle, they typically are replaced with LED lighting.

Motion-sensor technology significantly reduces the operating time and energy consumption of each light fixture and extends the lifespan of the lightbulbs. More than 90% of the lighting at our Reno, Nevada, CFC, and most of the fixtures in our Harrisburg, Pennsylvania, CFC are controlled by motion-sensor technology.

The SmartWay Program is a partnership between the U.S. Environmental Protection Agency ("EPA"), freight shippers, carriers and logistics companies. The program helps businesses identify and select more efficient freight carriers and operational strategies. By measuring, benchmarking and improving logistics

operations and promoting fuel-saving technologies and practices, SmartWay helps enhance supply chain sustainability and reduces greenhouse gas emissions. More than 80% of MSC's selected carriers are SmartWay Transport Partners.

MSC is actively researching and pursuing projects at our CFCs aimed at improving resource efficiency. We incorporated an environmental module in our compliance management program software, enabling us to more effectively track waste generation, emissions and energy usage across our company. We recognize our responsibility as a distributor to address climate change issues by implementing new technologies, driving innovation and improving operational efficiency.

Additional energy efficiency and reduction programs at MSC include:

- Installing new multi-functional printers and copiers that carry Energy Star ratings, replacing standalone copiers, printers and fax machines. These efficient devices use 50% less energy and reduce paper and toner consumption.
- Implementing a routing application in calendar 2021 for our approximately 462 service representatives, who drive fleet or personal vehicles. Drive time has been reduced by 4%. With our associates driving more efficient routes, we expect to achieve a significant reduction in fuel consumption and greenhouse gas emissions.
- Continually reducing our reliance on paper transactions and documentation to embrace efficient digital and electronic recordkeeping processes.
- Imposing limitations on business travel and increasing use of digital resources such as video conferencing and software solutions that help associates collaborate virtually.
- Maintaining Workplace Flexibility and Telework Policies and resources that provide associates the flexibility to balance business and personal needs, while reducing reliance on commuting.

### **Eco-Friendly and Environmentally Preferable Product (EPP) Catalog Offerings**

MSC works with suppliers to provide products that are cost effective and designated as environmentally preferable. MSC has identified eco-friendly products spanning numerous product lines. This includes products that have been certified to a reputable third-party standard or certification. Our comprehensive list of Environmentally Preferable Certifications and their qualities can be found on our [website](#).

- **Green Cleaners and Fluids:** MSC offers a wide variety of biodegradable or low toxicity cleaners, degreasers, and metalworking fluids that help maintain a healthy environment and assist in the prevention of ozone depletion. We provide products with Certifications such as Green Seal®, ECOLOGO®, EPA Safer Choice/Design for the Environment, GREENGUARD, and among others.
- **Energy Conservation:** MSC carries products that can help save energy, utilize renewable solar energy, promote efficiency, and conserve natural resources.
- **Water Conservation:** MSC has an extensive offering of plumbing and other products that promote water conservation. MSC carries many products certified under the U.S. Environmental Protection Agency WaterSense program.
- **Renewable Energy Source:** MSC carries numerous products that are produced using power generated from renewable energy resources. In addition, many products themselves have incorporated the use of renewable energy into their design, such as solar-powered rechargeable batteries, flashlights, and equipment. Advantages of these types of products include longer life cycle, greater power performance, and no self-discharge.

- **Energy Star®:** Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy, that promotes energy efficient consumer products. Energy Star products will help lower energy costs by using less energy to operate. MSC provides products (heating and cooling) that carry the Energy Star logo.
- **NEMA® Premium:** NEMA (National Electrical Manufacturers Association) has established an energy efficiency motors program that provides highly energy-efficient products for consumers. Choosing energy efficient motors can reduce energy consumption, lowering energy operating cost and improving overall system reliability.
- **Recycled Content:** Every time you purchase recycled products, you are helping to conserve the environment's natural resources, including trees, water, electricity, and oil. MSC offers many products made from recycled materials, such as can liners, packaging, office supplies, metal products, toiletries, and various paper products. Products made from recycled content help to preserve natural resources and prevent materials from entering landfills or other waste streams.
- **Waste Management and Recycling:** MSC carries recycling kits to assist you in the recycling of products that contain hazardous materials. These products help to ensure that waste products are properly recycled or disposed of to minimize environmental impacts.
- **Rechargeable Battery Recycling Program:** MSC offers a take-back system for rechargeable batteries for customers in applicable states, at no cost to the customer. Customers can return these batteries at MSC participating branch locations (e.g., California, New York, Massachusetts, etc.). Drop off locations can be found at [www.call2recycle.org](http://www.call2recycle.org).
- **Low Volatile Organic Compound (VOC):** Traditional paints and finishes release low levels of harmful toxins into the air caused by a variety of VOCs. State and federal environmental regulations have prompted the development of zero or low VOC product alternatives. MSC carries numerous low VOC products compliant with stringent California requirements.

#### Anti-Discrimination Policy (if applicable)

- **Describe your organizations' anti-discrimination policy.**

MSC prohibits discrimination against qualified suppliers or individuals based on their status as protected veterans or individuals with disabilities. Additionally, MSC prohibits discrimination against individuals based on race, ethnicity, color, religion, sexual orientation, gender or gender identity, or national origin. MSC is committed to its Equal Employment Opportunity Policy and ensures compliance with this policy through our Affirmative Action Program. MSC is firmly committed to compliance with the Americans with Disabilities Act. MSC is an equal opportunity employer and federal contractor. MSC utilizes numerous suppliers and sub-contractors that are certified to the requirements of minority owned, women-owned, veteran-owned, and disadvantaged small businesses. Conducting business in diverse markets shows MSC's commitment to economic growth, inclusion, and innovation. MSC is continually analyzing its supply chain and vendor database to identify qualified small and diverse businesses that can supply quality products to better suit customer needs.

For more information on our Diversity and Inclusion policy and efforts, click here for [our Environmental, Social and Governance Report](#).

#### Vendor Certifications (if applicable)

- **Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with**



jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

MSC is classified as a large business licensed and registered to do business in all 50 states, including U.S. territories. MSC will provide licenses and registrations upon individual participating entity request.



# Tab 5 – Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

## WARRANTY

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

As a distributor of 2.1 million products, MSC does not maintain a warranty program beyond our 30-day return policy. MSC passes through our manufacturers' warranties. Participating entities would need to see individual manufacturers for program information, replacement parts availability and life expectancy of equipment.

MSC can partner with our strategic suppliers to customize programs such as tool repair and replacement or regrinding. We would be happy to discuss a program based upon individual participating entity needs.

In order to return merchandise, customers must contact MSC to obtain a Return Authorization (RA) number. Returns will not be accepted without a RA number. Returns should be sent back in the original packaging and condition to the original Customer Fulfillment Center with the RA number on the shipping label. Either an invoice copy or packing slip should also be included.

Any claims for discrepancies in shipment must be made within seven days of receipt of merchandise. C.O.D. returns will not be accepted. Shipping charges for returned items must be prepaid. A restocking charge may apply.

Please note that hazardous materials are not returnable. Customers will be required to inspect all hazardous materials deliveries prior to accepting the delivery. Unaccepted hazardous materials can be returned to MSC through the freight company that delivered the materials by not accepting the delivery. Once hazardous materials are accepted for delivery MSC is unable to take these items back.

Additionally, altered or etched items cannot be returned. Custom cut-to-length products are considered final sale and may not be returned for credit. Unopened computer software can be returned for a credit, but will only be replaced if considered defective.

In an instance, where a defective item is identified by the customer, a replacement order will be entered immediately. The replacement will be subject to standard lead times if not stocked.

## PRODUCTS

Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects.

MSC confirms we would provide equipment, materials and products that are new, of good quality and free of defects.

## CONSTRUCTION

Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Not applicable as MSC is a distributor of MRO and metalworking supplies and not a vendor who would be providing any construction services.

## MRO PRODUCTS AND SERVICES

The following is a list of suggested (but not limited to) MRO Products and Services categories. List all categories along with manufacturer that you are responding with:

- Abrasives
- Appliances
- Building Materials
- Electrical Supplies
- Fasteners & Adhesives
- Fleet Maintenance
- General Maintenance Supplies
- HVAC
- Hand Tools
- Hardware
- Hole making
- Hose, Tube, Fittings & Valves
- Indexable Cutting Tools
- Irrigation Equipment & Supplies
- Janitorial Supplies
- Landscaping Supplies
- Lighting Supplies

MSC currently carries over 2.1 million products from about 3,000 vendors. We also have extensive sourcing capabilities that provides us access to thousands of additional industrial suppliers for special orders. Our product line includes name-brand, exclusive-brand and generic products, and also represents a broad range of MRO products, such as:

- |                              |                         |
|------------------------------|-------------------------|
| ■ Safety/janitorial supplies | ■ Measuring instruments |
| ■ Raw materials              | ■ Abrasives             |

- Tooling components
- Electrical supplies
- Metalworking products
- Machinery hand and power tools
- Power transmission
- Cutting tools
- Fasteners
- Plumbing supplies
- Flat stock
- Materials handling products

Among our millions of stocked SKUs, MSC has an exclusive brand offering in many categories, including: **Cutting Tools, Work and Tool Holding, Abrasives, Hand Tools, Material handling, Safety, Janitorial, Fluid Power** and several other areas. From high-performance products to maintenance level functions, our exclusive brands are competitively priced alternatives to industry-leading brands and can generate significant cost savings for our customers.

For a supplier listing, please visit the following link: <https://www.mscdirect.com/corporate/industrial-suppliers-line-card>

# Tab 6 – References

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

In addition to partnering with NCPA for over ten years, MSC has provided the additional references:

MSC REFERENCES	
ENTITY NAME	Tennessee Board of Regents
CONTACT NAME / TITLE	Brian York, Director of Procurement and Travel
CITY / STATE	Nashville, TN
PHONE	615-366-3998
EMAIL	<a href="mailto:brian.york@tbr.edu">brian.york@tbr.edu</a>
YEARS SERVICED	8+ years
DESCRIPTION OF SERVICES	Vendor on the TBR statewide punchout, provision of industrial and MRO supplies
ANNUAL VOLUME	\$1.5M
ENTITY NAME	General Dynamics
CONTACT NAME / TITLE	Cyndi Daley, Buyer Specialist, General Dynamics and Electric Boat Materials Management
CITY / STATE	Groton, CT
PHONE	860-433-9368
EMAIL	<a href="mailto:cdaley@gdeb.com">cdaley@gdeb.com</a>
YEARS SERVICED	25 years
DESCRIPTION OF SERVICES	On-Site Associates, Vending, VMI, eprocurement, Provision of MRO and Industrial Supplies
ANNUAL VOLUME	\$6M

<b>ENTITY NAME</b>	<b>University of Virginia</b>
<b>CONTACT NAME / TITLE</b>	John Gerding, Assistant Director of Procurement
<b>CITY / STATE</b>	Charlottesville, VA
<b>PHONE</b>	434-982-2563
<b>EMAIL</b>	<a href="mailto:Jeg5y@virginia.edu">Jeg5y@virginia.edu</a>
<b>YEARS SERVICED</b>	8+ years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO supplies; Punchout Catalog
<b>ANNUAL VOLUME</b>	\$400K
<b>ENTITY NAME</b>	<b>NAPA – CTA (Chicago Transit Authority)</b>
<b>CONTACT NAME / TITLE</b>	Kathy Panse, Vendor Performance Manager
<b>CITY / STATE</b>	Chicago, IL
<b>PHONE</b>	312-932-2148
<b>EMAIL</b>	Kathy_Panse@genpt.com
<b>YEARS SERVICED</b>	10 years
<b>DESCRIPTION OF SERVICES</b>	Supply various parts for the Chicago Transit Authority
<b>ANNUAL VOLUME</b>	\$166K+
<b>ENTITY NAME</b>	<b>City and County of San Francisco</b>
<b>CONTACT NAME / TITLE</b>	Gloria Yuen, Office of Contract Administration
<b>CITY / STATE</b>	San Francisco, CA
<b>PHONE</b>	928-652-1635
<b>EMAIL</b>	<a href="mailto:Gloria.yuen@sfg.gov">Gloria.yuen@sfg.gov</a>
<b>YEARS SERVICED</b>	6 years
<b>DESCRIPTION OF SERVICES</b>	On-Site Associates, Inventory Management Solutions, MRO and Industrial Supplies
<b>ANNUAL VOLUME</b>	\$3M
<b>ENTITY NAME</b>	<b>San Diego International Airport (SDRCRAA)</b>
<b>CONTACT NAME / TITLE</b>	Erica Lopez, Sr. Procurement Analyst
<b>CITY / STATE</b>	San Diego, CA
<b>PHONE</b>	619-400-2681
<b>EMAIL</b>	<a href="mailto:elopez@san.org">elopez@san.org</a>
<b>YEARS SERVICED</b>	3 years
<b>DESCRIPTION OF SERVICES</b>	Weekly on-site, Vendor Managed Inventory Programs
<b>ANNUAL VOLUME</b>	Approximately \$350K
<b>ENTITY NAME</b>	<b>Pennsylvania State University</b>
<b>CONTACT NAME / TITLE</b>	Greg Zabrovsky, Sr. Procurement Agent
<b>CITY / STATE</b>	State College, PA
<b>PHONE</b>	814-867-4718
<b>EMAIL</b>	<a href="mailto:Gmz112@psu.edu">Gmz112@psu.edu</a>
<b>YEARS SERVICED</b>	5 years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO products, Punchout catalog
<b>ANNUAL VOLUME</b>	\$700K

<b>ENTITY NAME</b>	<b>City of Columbus</b>
<b>CONTACT NAME / TITLE</b>	Nancy Ison Purchasing Buyer
<b>CITY / STATE</b>	Columbus, Ohio
<b>PHONE</b>	614-645-8315
<b>EMAIL</b>	<a href="mailto:NMIson@columbus.gov">NMIson@columbus.gov</a>
<b>YEARS SERVICED</b>	7 years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO supplies, punchout catalog
<b>ANNUAL VOLUME</b>	Approximately \$100K
<b>ENTITY NAME</b>	<b>University of Alabama</b>
<b>CONTACT NAME / TITLE</b>	Jason P. Jeffreys, Director of Purchasing
<b>CITY / STATE</b>	Tuscaloosa, AL
<b>PHONE</b>	205-348-3952
<b>EMAIL</b>	<a href="mailto:jpeffreys@ua.edu">jpeffreys@ua.edu</a>
<b>YEARS SERVICED</b>	3+ years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO supplies, punchout catalog
<b>ANNUAL VOLUME</b>	\$300K
<b>ENTITY NAME</b>	<b>University of Tennessee System</b>
<b>CONTACT NAME / TITLE</b>	Amy Dudenbostel, Buyer
<b>CITY / STATE</b>	Knoxville, TN
<b>PHONE</b>	865-974-8451
<b>EMAIL</b>	<a href="mailto:Adudenb1@utk.edu">Adudenb1@utk.edu</a>
<b>YEARS SERVICED</b>	5 years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO supplies, punchout catalog for UT statewide system
<b>ANNUAL VOLUME</b>	\$300K
<b>ENTITY NAME</b>	<b>Broward County Public Schools</b>
<b>CONTACT NAME / TITLE</b>	Reginald Moncrief, Supervisor Procurement and Warehouse Services
<b>CITY / STATE</b>	Sunrise, FL
<b>PHONE</b>	754-321-4725
<b>EMAIL</b>	<a href="mailto:reginald.moncrief@browardschools.com">reginald.moncrief@browardschools.com</a>
<b>YEARS SERVICED</b>	24 years
<b>DESCRIPTION OF SERVICES</b>	Provision of industrial and MRO supplies
<b>ANNUAL VOLUME</b>	\$150K+



# Tab 8 – Value Added Products and Services

MSC supports our customer through a variety of value-added solutions and technological innovations that improve the overall customer experience.

## MSC VALUE-ADDED SERVICES AND SOLUTIONS

Supporting our customers' metalworking and MRO needs and providing a variety of value-added services, MSC differentiates ourselves from our competitors in the following ways:

- **2.1 Million In-Stock Products – One Supplier:** Too many suppliers create a financial and administrative bottleneck. With 2.1 million in-stock SKUs available, we've established a one-stop shop for our customers, eliminating the hassle of purchasing from too many supplier sources.
- **Business Needs Analysis (BNA):** The BNA process reviews NCPA participating entities' organizational strategy, goals, initiatives, capabilities and pain points. The result is a customized proposal outlining an optimal solution for participating entities, which may include inventory management solutions, eprocurement, training and more.

After a BNA has been conducted and solutions implemented, our associates constantly pursue opportunities for cost savings and efficiencies. Once identified, these recommendations will be presented during our Continuous Improvement Reviews. All savings and results will be documented in our patented **Cost Saving Documentation**.

- **Continuous Improvement:** We have developed and perfected a proven, repeatable process that helps companies overcome the challenges currently affecting their TCO. **MRO GO™** is a four-step program where we discover areas for improved productivity, safety, profitability and efficiency. Then, we build a customized plan of action and provide solutions that will help your business improve productivity and achieve documented savings.
- **Same-Day Shipping Guarantee:** Our Same-Day Shipping Guarantee maintains a 99% fill rate. MSC can ship qualified, in-stock orders the same day provided the order is placed by the 8pm, ET, cut-off time. This inventory availability enables customers to reduce inventory investments and carrying costs.
- **ControlPoint Inventory Management Solutions:** Our innovative Vending Solutions, Inventory Management Software, Vendor Managed Inventory (VMI) and Customer Managed Inventory (CMI) programs, are amongst the most efficient in the industry and are key to lowering customers' inventory investment, reduce sourcing costs and out-of-stock situations, and increasing business efficiency. Orders generated through these inventory management solutions are integrated directly with mscdirect.com and many third-party eProcurement software solutions.
- **Leading U.S. Metalworking Distributor:** Our product portfolio includes Kennametal, Sandvik, Iscar, Seco and Walter brands. Additionally, we offer high-performance exclusive brands that provide high value, cost-effective alternatives for our customers. Our massive catalog includes a provision that identifies 'Good-Better-Best' product offerings. Alternative products can be recommended through

data analysis of indirect purchases; and lower-cost or higher-performance products can be recommended and tested as well. Our variety of options allows for the recommendation of the right-priced tool for the application rather than pushing a single manufacturer as an acceptable solution.

- **Metalworking Field Specialists:** MSC's Metalworking Specialists (MWS) primary responsibility is to deliver documented value to our customers resulting from the product testing they administer on site. The costs savings MSC's MWS's document includes a variety of areas of productivity, including tool performance (speed/feed); cycle time; tool life; and other critical components of the manufacturing process.

Our proprietary **ApOp (Application Optimization)** software solution enables our metalworking specialists to document productivity savings for customers for a range of applications, including grinding, milling, turning, threading, sawing, hole-making, metalworking fluids and other manufacturing process improvements.

Additionally, MSC will also solicit the advice and assistance from our unmatched roster of metalworking suppliers. Our alignment and engagement with these suppliers enables MSC to address multiple applications across our customers' facility, and therefore allows for more testing and savings documentation.

- **MSC MillMax®:** Our MSC MillMax® program focuses on maximizing milling productivity and reducing cost by reducing the milling optimization process to just a few minutes. MSC MSC MillMax® helps customers increase material removal rates, reduce cycle times, improve surface finishes and extend tool life, leading to improved productivity, quality and cost savings. Our team's work with the Department of Energy's Oak Ridge National Laboratory won MSC the 2021 ISA Award as well as the 2021 R&D 100 Award for breakthrough technology in a new commercial product.
- **Industrial Safety Consultants:** MSC maintains a staff of Industrial Safety Consultants dedicated meeting our customers' safety needs. They partner with our customers' safety teams and bring their expertise to support customer programs by leveraging our supplier relationships to conduct site surveys, personal protection assessments and facility audits. As MSC provides compliance-based training that can be conducted onsite or via WebEx conferences, we can tailor the program to meet customer needs. All MSC Industrial Safety Consultants maintain multiple certifications including: QSSP Certification, OSHA 30-Hour Certification, Competent Person, and other certifications.
- **Product Training:** Leveraging our supplier relationships and their Subject Matter Expertise, we offer free product training in conjunction with our suppliers. Some examples of other free training programs and/or services include: *Fall protection training; Lock Out/Tag Out Inspections; Harness Inspections; Ladder Safety Training; General Safety Training; Product Use Training; Hand Tool Safety Training; Power Tool Safety Training; Lifting Safety Training; Chemical Storage Safety Training and Inspections; Plant Signage Inspections; Confined Spaces Breathing Training; and Arc Flash Training.*
- **eCommerce Capabilities:** Customers will realize a significant decrease in procurement costs when they take advantage of MSC's eCommerce capabilities. You'll have access to a wide array of functions and information, including: swift search and transaction capabilities; access to real-time inventory level information; customer-specific pricing; workflow management tools; customized reporting; and much more. Additionally, MSC easily interfaces directly with purchasing portals, such as ARIBA and Perfect Commerce in addition to ERP Procurement Solutions, such as Oracle, SAP and Infor.
- **Comprehensive Customer Care Organization:** MSC provides a robust network of regional and local sales associates and specialists to support sales, metalworking and inventory needs. Our experienced team includes customer care associates to assist with quotes, provide digital support,

offer sourcing, provide real-time inventory status, recommend product alternatives, provide advanced technical support and much more.

- **Better MRO:** Our online information hub provides the go-to-resources customers need to be more productive and safer every day on the job ([www.mscdirect.com/betterMRO](http://www.mscdirect.com/betterMRO)); and 12,500 unique users are relying on it every day. The **Better MRO** portal brings together real-world insights, knowledge, and practical application information from trusted sources including internal expertise, industry leading experts, safety and manufacturing leaders and professionals, supplier partners, and many other sources.

## MSC AND TECHNOLOGICAL INNOVATION

MSC is continuously striving to provide new technologies and investments to better serve our customers. Examples include:

- MSC has partnered with the **Department of Energy's Oak Ridge National Laboratory** in creating our MillMax® program which focuses on maximizing milling productivity and reducing cost by reducing the milling optimization process to just a few minutes. Our team's work with Oak Ridge National Laboratory won MSC the 2021 ISA Award as well as the 2021 R&D 100 Award for breakthrough technology in a new commercial product.
- **CFC Automation:** Looking to reduce labor for repetitive tasks on our warehouse floors, MSC has invested in automation technology. In fiscal year 2019, we introduced a patented robotic packing solution, and we are in the process of deploying advanced robotic picking technology to several of our CFCs.
- **Digital Showroom:** A innovative digital and interactive tour of the plant floor that guides our customers through MSC solutions and allows them to visualize how each one works.

# Tab 9 – Required Documents

Please note, MSC has included all the [Required Documents](#) immediately following this page. We have also included all signed [Addenda Acknowledgements](#).

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## **TAB 9**

### **REQUIRED DOCUMENTS**

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- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

## FEDERAL FUNDS CERTIFICATIONS

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

### APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

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

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

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay



wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

#### **RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

#### **CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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

#### **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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



### **CERTIFICATION OF ACCESS TO RECORDS**

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

### **CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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

## **CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE**

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

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

## CONTRACTOR REQUIREMENTS

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### **Contractor Certification**

#### **Contractor's Employment Eligibility**

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

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

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

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

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

### **Fingerprint & Background Checks**

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

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

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

### **Business Operations in Sudan, Iran**

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



# REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

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## ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

*FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.*

## CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
  - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq.", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
  - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
  - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

*Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.*

## **DISADVANTAGED BUSINESS PARTICIPATION**

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.



## **ENERGY CONSERVATION REQUIREMENTS**

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

## **FEDERAL CHANGES**

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

## **INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS**

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8<sup>th</sup>, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

## **NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES**

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

*Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.*

## **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS**

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

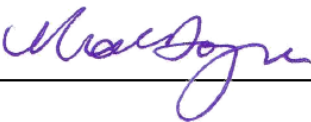
Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

*Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.*

**FEDERAL REQUIRED SIGNATURES**

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

Offeror	Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.
Address	525 Harbour Place Drive
City/State/Zip	Davidson, NC 28036-7444
Authorized Signature	
Date	11/10/2023



## ANTITRUST CERTIFICATION STATEMENTS

### TEXAS GOVERNMENT CODE § 2155.005

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.

Address 525 Harbour Place Drive

City/State/Zip Davidson, NC 28036-7444

Telephone Number 516-812-2000

Fax Number \_\_\_\_\_

Email Address customercare@mscdirect.com

Printed Name Neal Dongre

Title VP, General Counsel & Corporate Secretary

Authorized Signature 

## STATE NOTICE ADDENDUM

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The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

[http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml)

<https://www.usa.gov/local-governments>



## NOTICE TO OFFEROR

### ADDENDUM NO. 1

RFP # 12-23

Competitive Solicitation by  
Region 14 Education Service Center  
for  
MRO Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for MRO Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of MRO Products and Services.

*See Addendum No. 1 Acknowledgement included on the last page.*

#### **QUESTIONS AND ANSWERS:**

1. Question: MRO Products and Services – ESC Region 14 - National Cooperative Purchasing Alliance RFP # 12-23 – Request for Clarification

The list of suggested categories in the RFP document includes 'Safety':

- Would two-way radios and accessories be considered in scope for this solicitation?
- Would megaphones (bullhorns) be considered in-scope for this solicitation?

MRO Products and Services  
Addendum 1

Page 1 of 3

*Answer: Per Tab 8 – Value Added Products and Services in the RFP, “...any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value...” can be included as part of the vendor’s response.*

2. Question: In the **CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS** section it notates that “Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation”...is there a standard as to how these requests will be notated within a purchase order, RFQ, other solicitation document, etc...?

*Answer: There is not a standard, but vendor’s may create their own standard within their own processes.*

3. Question: Would mobile furniture, i.e., stacking chairs, chair dollies, folding tables, and table dollies, be an acceptable submission for this RFP?

*Answer: See Answer to Question 1 included in this Addendum 1.*

*No material items in the RFP have been modified. All items in the RFP shall remain.*

## RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name Sid Tool Co., Inc. DBA MSC Industrial Supply Co.

Contact Person Chris Ricker, Manager, Co-Op & Group Purchasing Organizations

Signature *Chris Ricker*

Date 11/7/2023