

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sid Tool Co., Inc., 525 Harbour Place Drive, Davidson, NC 28115 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier will supply country of origin data on an item-by-item basis upon request.

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

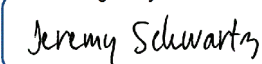
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable under 2 CFR §200.322, Supplier will supply country of origin data on an item-by-item basis upon request.

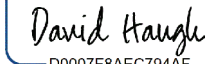
22. CANCELLATION

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

Sourcewell

DocuSigned by:

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

Sid Tool Co., Inc.

DocuSigned by:

By: D0007F8AEC794AF...
David Haugh
Title: Vice President Public Sector
Date: 11/9/2022 | 11:41 AM PST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/9/2022 | 2:00 PM CST

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

Vendor Details

Company Name:	Sid Tool Co
Does your company conduct business under any other name? If yes, please state:	MSC Industrial Supply
Address:	75 Maxess Rd Melville, NY 11747
Contact:	Elizabeth Flores
Email:	Florese@mscdirect.com
Phone:	714-768-0049
Fax:	714-768-0049
HST#:	113289165

Submission Details

Created On:	Thursday August 18, 2022 10:01:39
Submitted On:	Wednesday September 14, 2022 14:26:01
Submitted By:	Elizabeth Flores
Email:	Florese@mscdirect.com
Transaction #:	1b2f016c-8abd-4c17-940a-6b440017aa14
Submitter's IP Address:	104.129.204.111

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Sid Tool Co., Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	MSC's parent company is MSC Industrial Direct Co., Inc. Please see MSC List of Subsidiaries attached in the documents section of our response.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	MSC Industrial Supply Co.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4J007
5	Proposer Physical Address:	525 Harbour Place Drive, Davidson, NC 28115
6	Proposer website address (or addresses):	mscdirect.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Haugh, Vice President, Public Sector 525 Harbour Place Drive, Davidson, NC 28036 David.Haugh@mscdirect.com (773) 710-5998
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Elizabeth Flores State Program Manager 11742 Kensington Rd. Rossmoor, CA 11742 Florese@mscdirect.com 714-768-0049
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	not applicable

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Founded in 1941, MSC is an over \$3.2 billion nationwide distributor of metalworking, maintenance, and safety products to industrial, commercial and government entities throughout the United States, Mexico, and Canada. With an 81-year history of driving innovation in industrial product distribution, we help solve our manufacturing customers' metalworking, maintenance and operational challenges. Our team of more than 6,600 + associates brings deep expertise and insight to not only keep our customers' manufacturing operations and maintenance up and running, but also improve their efficiency, productivity and profitability through our technical safety and metalworking expertise and inventory management and other supply chain solutions.
11	What are your company's expectations in the event of an award?	MSC seeks to establish a partnership with Sourcewell through the provision of products and exemplary customer solutions to Sourcewell and its members. MSC will have an opportunity to penetrate newer market channels and offer existing government customers an alternative cooperative from which they can benefit.

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MSC is a \$3.2 billion publicly owned corporation trading on the NYSE under the MSM symbol. Our net sales for the past three years are as follows: FY21: \$3,243,224,000 FY20: \$3,192,399,000 FY19: \$3,363,817,000 MSC actively pursues strategic acquisitions that we believe will either expand or complement our business in new or existing markets, or that will further enhance the value and offerings we are able to provide to our existing or future potential customers. We believe that the highly fragmented nature of the MRO supply industry will continue to provide acquisition opportunities. We have acquired the following companies: 2022 – Tower Fasteners 2022 – Engman-Taylor 2021 – Wm. F. Hurst Co., LLC 2019 – TAC Global Solutions (Mexico) 2018 – All Integrated Solutions 2017 – DECO Tool Supply Co.	*
13	What is your US market share for the solutions that you are proposing?	Servicing all of North America, including Canada and Mexico, MSC supports approximately 372,000 customers in all 50 states through our broad network of five domestic Customer Fulfillment Centers (CFCs) located regionally near Harrisburg, Pennsylvania; Atlanta, Georgia; Elkhart, Indiana; Columbus, Ohio; and Reno, Nevada and a nationwide organization of field sales professionals. We also maintain three CFCs in Canada.	*
14	What is your Canadian market share for the solutions that you are proposing?	Servicing all of North America, including Canada and Mexico, MSC supports approximately 372,000 customers in all 50 states through our broad network of five domestic Customer Fulfillment Centers (CFCs) located regionally near Harrisburg, Pennsylvania; Atlanta, Georgia; Elkhart, Indiana; Columbus, Ohio; and Reno, Nevada and a nationwide organization of field sales professionals. We also maintain three CFCs in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MSC has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MSC is a leading nationwide distributor of MRO, industrial and metalworking supplies.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MSC maintains all licenses and certifications necessary to conduct business in all 50 states and Canada	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	MSC has not been disbarred or suspended.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Providing all our customers with best-in-class customer service is key to achieving this goal and becoming a customer's preferred supplier. Our commitment to customer service is demonstrated by our investment in sophisticated information systems and extensive training for our Associates. Our dedication is reflected in the many awards we have won, including: - Best Overall Safety Program and Culture (runner up), 2022, The EHS Daily Advisor - ISA Innovation Impact Award, 2021, Industrial Supply Association - R&D 100 Award, 2021, R&D World - 100 Best Places to Work in IT, 2016-2021, IDG Insider Pro, Computerworld - Top Employer, 2020, Diversity Jobs - Member's Choice Award, 2020, Covest - Supplier of the Year, 2019, Stanley Black and Decker - Best American Employers, 2018, Forbes Magazine - National Distribution Excellence Award, 2018, Mitutoyo - Growth & Partnership Award, 2018, DuPont - Top 10 Market Leader, 2018, Modern Distribution Management
20	What percentage of your sales are to the governmental sector in the past three years	As a public company, we do not disclose our annual sales according to the governmental sector. 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.
21	What percentage of your sales are to the education sector in the past three years	As a public company, we do not disclose our annual sales according to the education sector. 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.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	State Cooperative Contract FY'21 FY'20 FY'19 NASPO ValuePoint 56.1M 57.7M 47.7M National Coop. Purchasing Alliance (NCPA) 3.56M 2.46M 2.42M State Contract ALABAMA 1.9M 2.47M 1.83M FLORIDA 161K 2.74M 2.23M GEORGIA 6.1M 4.47M 4.68M INDIANA 9.60K 1.12M 1.49M M NEW YORK 7.9M 16.1M 10.87 N. CAROLINA 716K 564K 607K TENNESSEE 551K 781K 706K GSA Contract 31.9M 34.6M 36.2M USMC ServMart 21.1M 21.4M 33.3M US Air Force 5.9M 5.7M 11.6M Department of Defense 1.1M 4.3M 4.9M US Navy 4.7M 4.4M 4.9M US Army 2.4M 2.86M 3.4M
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FY'20 FY'19 FY'18 GSA Contract 34.6M 36.2M 37.5M USMC ServMart 21.4M 33.3M 39.7M US Air Force 5.7M 11.6M 4.5M Department of Defense 4.3M 4.9M 4.3M US Navy 4.4M 4.9M 3.7M US Army 2.86M 3.4M 3.3M

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Commonwealth of Virginia DGS/Division of Purchases and Supply	Monique Curley, Director, Sourcing & Contracting	(804) 786-5412	*
State of Georgia – Dept. of Administrative Services	Clarence Ingram, Deputy State Purchasing Officer	404-657-4297	*
United States Postal Service (USPS)	Lebert Smith, USPS Purchasing & Supply Management Specialist Team Leader, MRO & Office Products (Dallas)	214-819-7111	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Transportation	Government	California - CA	Provided Road Safety Related, Machinery, Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 2.1M	*
MA Higher Education	Education	Massachusetts - MA	Provided Road Safety Related, Machinery, Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 1.3M	*
Municipality	Government	Illinois - IL	Provided Road Safety Related, Machinery, Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 1.4M	*
TX Higher Education	Education	Texas - TX	Provided Road Safety Related, Machinery, Maintenance Products, and added value programs.	high-range above \$700	average volume 2018-2020 1.1M	*
Airport	Government	Colorado - CO	Provided Road Safety Related, Machinery, Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 1.0M	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	MSC employs over 6,500 Associates, including over 2,300 field sales and service associate.	*
27	Dealer network or other distribution methods.	MSC ships a majority of orders via UPS. However, we utilize a variety of carriers, including FedEx, USPS and other LTL carriers. Our Same Day Shipping Guarantee maintains a 99% fill rate. If a qualified, in-stock order is placed by the 8pm, ET, national cut-off time, the order is guaranteed to ship the same day. Many orders are delivered next day depending upon geographical location. Our Customer Fulfillment Centers (CFCs) are located in Atlanta, GA; Columbus, OH; Elkhart, IN; Harrisburg, PA; and Reno, NV.	*
28	Service force.	MSC employs over 6,500 Associates, including over 2,300 field sales and service associate. Our Customer Care Associates based out of our Customer Care Centers can receive orders and quotes, provide digital support, offer sourcing, provide realtime inventory status, recommend product alternatives, provide advanced technical support and much more. We also maintain a staff of Certified Machine Tools Sales Engineers (CMTSE) who will assist in finding the best solution for each customer.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We offer a variety of methods to best suit your needs. Customers can order by tollfree telephone, fax, msdirect.com or via other electronic platforms, such as e-mail, electronic Data Interchange (EDI), and XML file transfer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	If Sourcewell members have a question or issue, they would reach out to their local sales associate or our customer care representatives. These knowledgeable field and customer service representatives can receive orders, provide real-time inventory status, recommend product alternatives, arrange or provide technical support, and much more. A majority of calls are resolved upon first contact. Additionally, we have a technical and metalworking support team available to answer any additional questions that may arise on the call. In the rare instance a resolution cannot be reached in a single call, MSC will get back an acceptable response, typically within one business day. If the issue cannot be resolved on the local level, it would be escalated to the Sourcewell program's State Account Manager who will work as expeditiously as possible to reach a solution. Customers can contact a customer service representative at 800-645-7270, and our CFC Call Centers are available Monday through Friday, 7am-11pm, EST, and Saturdays, 8am-5pm, EST. Our website, msdirect.com, and our fax number, 800-255-5067, are also available 24 hours a day, seven days a week.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As MSC services all of North America, including Canada and Mexico, MSC can support all U.S. Sourcewell participating entities.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As MSC services all of North America, including Canada and Mexico, MSC can support all Canada Sourcewell participating entities.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Not applicable	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MSC Industrial Supply will fully service all Sourcewell member sectors nationwide, to include all state government agencies, all local government municipalities, all education and technical schools, public and private (K-12 and Higher Ed), and not-for-profit.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	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.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	MSC has a wealth of experience partnering with large educational institutions, state and government customers, and seen great success implementing our solutions and services for customers, such as Sourcewell. The success of MSC's partnerships with our customers stems from our proven, time-tested approach to the implementation process. Each implementation is unique, but we guide our customers through each well-planned step and milestone, allowing for a seamless, and more importantly, successful transition to our programs. The following is a sample outline of how MSC may roll-out our plan to Sourcewell participating entities. - n Kick-off Conference Call for MSC's Sourcewell program Associates · Overview of Award · Rules of Engagement (Awarded Categories / Blocked Categories) - n Develop Marketing Literature specific to MSC's capabilities to drive contract awareness. - n Sourcewell actions: · Host Webinar open to all State and Local Procurement Officials to Kick-off MSC Award. · Departmental Introductions and Landscape Discussions. - n Meetings with Sourcewell participating entities (First 60 days) · Understand Sourcewell current procurement practices, needs, and requirements. · Present MSC capabilities and promote awarded categories. · Create action plan for each location (as required) to meet their desired results. · Document Cost Savings / Product Consolidation. · Conduct Business Reviews (as required). - n MSC / Sourcewell Participation · Develop Marketing Literature to promote Award · Joint Field Sales Calls with Sourcewell - n MSC / Sourcewell Plan for Ongoing Support - n Direct Marketing – For example, a recent Fiscal Year-End Promotion. · Web-Based Marketing – using participating entity portals · 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. · MSC Customer Fulfillment Center (CFC) Tours · Trade Show Participation
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	MSC utilizes a variety of social medial platforms as part of our marketing strategy, including: Twitter @mscindustrialsupply Instagram MSC@MSC Industrial Facebook @mscindustrialsupply LinkedIn MSC Industrial Supply
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	MSC sees Sourcewell as stewards of all awarded contracts and promoting those contracts at a high level, through tradeshow and expos. Additionally, help awarded vendors by recognizing key opportunities in the state that show a willingness to adopt Sourcewell. MSC will integrate a Sourcewell-awarded contract through a 3-pronged implementation plan - MSC will have internal communication announcing the newly awarded Sourcewell contract. - MSC telemarketing team will be calling out and announcing our award to Sourcewell members and potential members guide them in the account process. - MSC State Account Managers will assist the outside sale reps and equip them with all the necessary information to promote the contract to the existing Sourcewell members and potential new members.

39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	MSC offers a host of methods to integrate with eProcurement systems in order to help Sourcewell participating entities streamline its procurement process. We partner with many of the largest eProcurement providers, including SAP Ariba, Coupa, Proactis, Jaggaer, Oracle, and more. Additionally, we also support EDI (810, 850, 855, 856 and 997 documents) and XML (cXML, xcb13) transmissions. We can work from Sourcewell members' procurement platform in two ways: • PunchOut (Roundtrip) — A Punchout Catalog is the best and most flexible user experience tool for Procure-to-Pay solutions. Benefits include: • Personal link to a customized MSCdirect.com landing page allows users at different locations to not only access to Sourcewell-specific pricing and discounts, but also access over one million products utilizing a best-in-class search engine. • Elimination of double entry as all items are pulled from the Shopping Cart directly into the ERP system. • Access to the most up-to-date data (part number, contract price, and purchase unit of measure), which allows for no-touch order automation, contract compliance, invoice accuracy, etc. • MSCdirect.com PunchOut tool is able to highlight your preferred items, which helps drive contract compliance on your key market basket items • In addition, PunchOut enables you to have all of your purchase activity under one solution, including special order items via our Quote-to-PunchOut feature • All Vendor Managed Inventory (VMI), Customer Managed Inventory (CMI) and Vending Replenishment Orders are available through PunchOut. • Items and pricing are available in real-time so there is no need to conduct catalog refreshes. Any new item pricing would be uploaded to the system and be available immediately. • Quote-to-PunchOut is a key feature that allows quote requests & responses to all be managed from within the PunchOut Solution, streamlining the ordering process for nonstandard items. • Hosted Catalog — MSC can also supply a static file containing Sourcewell-specific pricing directly to the procurement platform. Sourcewell members can then utilize its platform's search capabilities to find items within the catalog, and create and place your order. • Hosted catalogs house about 500,000 SKUs, which may include both standard catalog items and frequently purchased database SKUs. • Catalog refreshes would be done on a semi-annual, or mutually agreed upon, basis. • Special order items, quotes, VMI / CMI / Vending would be handled outside of the Hosted Catalog.	*
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Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All training for all aspects of Sourcewell will be provided at no cost to Sourcewell members. MSC will implement a variety of training programs to ensure ordering entities have a thorough understanding of the MSC ordering processes. The following options will be offered. Centralized Workshops - Based Sourcewell member requirements and goals, MSC will schedule centralized custom workshops to ensure members have a comprehensive understanding of the MSC offering. Workshop topics are as follows: - Overview of awarded Sourcewell program and contract pricing - Overview of the MSC website and registration process - Overview of MSC ordering options and customer service processes - Introduction to product training resources - Introduction to Safety, Emergency, and Green resources - Customized topics - Adobe Online Training - For agencies unable to attend a workshop, MSC will set up online training that includes: - Overview of awarded Sourcewell program and contract pricing - Overview of the MSC website and registration process - Overview of MSC ordering options and customer service processes - Introduction to product training resources - Introduction to Safety, Emergency, and Green resources - How to contact your dedicated Sourcewell team Additionally, MSC's program also includes extensive opportunities for customer training. As many of our suppliers represented in the MSC catalog are part of our program, they offer additional technical support. Many of these suppliers have MSC-dedicated resources that work specifically with MSC field personnel to support our customers. Additionally, MSC has more than 200 in-house product experts to work directly with our customers. Leveraging our supplier relationships and their Subject Matter Expertise, we offer free product training in conjunction with our suppliers for products such as power tools, as well as safety training. MSC will meet with Sourcewell sites to determine need and then arrange for the appropriate training courses. Some examples of other free training programs and/or services are: 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.
41	Describe any technological advances that your proposed products or services offer.	One of the key differentiators elevating MSC above our competitors is our ControlPoint Inventory Management Vending Solutions. For customers searching for innovative technology to help streamline processes and improve cost savings, industrial vending is an ideal solution. MSC's vending programs are proven to solve the numerous inefficiencies inherent to the management of indirect spend items on a shop floor, such as too little or too much inventory, and the management of multiple purchase orders.
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	MSC continually works to promote and incorporate sustainability and environmental responsibility into business operations and decisions. In addition to numerous environmentally preferable product (EPP) catalog offerings, activities within facilities and neighboring communities also reflect MSC's commitment to environmental stewardship. MSC has incorporated this commitment to social and environmental responsibility into our Code of Conduct. The environmental section of the Code of Conduct is provided below. Environmental Standards & Compliance 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 strive to minimize the environmental impact of our operations in the communities in which we operate and 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. • Pollution Prevention and Resource Reduction We will strive to reduce or eliminate wastes at their source by means of process modifications, maintenance and facility processes, material substitution, conservation, and the recycling and re-use of materials. • Hazardous Substances Chemical and other materials posing a hazard if released to the environment are identified and managed to ensure their safe handling, storage, transportation, 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. • Promote the Development and Sale of Environmentally Friendly Products We will strive to identify and provide items to our customers that will help protect the MSC continually works to promote and incorporate sustainability and environmental

responsibility into business operations and decisions. In addition to numerous environmentally preferable product (EPP) catalog offerings, activities within facilities and neighboring communities also reflect MSC's commitment to environmental stewardship. MSC has incorporated this commitment to social and environmental responsibility into our Code of Conduct. The environmental section of the Code of Conduct is provided below.

Environmental Standards & Compliance
 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 strive to minimize the environmental impact of our operations in the communities in which we operate and 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.
- **Pollution Prevention and Resource Reduction**
 We will strive to reduce or eliminate wastes at their source by means of process modifications, maintenance and facility processes, material substitution, conservation, and the recycling and re-use of materials.
- **Hazardous Substances**
 Chemical and other materials posing a hazard if released to the environment are identified and managed to ensure their safe handling, storage, transportation, 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.
- **Promote 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 by 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.

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: <https://www.mscdirect.com/resources/eco-friendly-supplies>

Environmental Activities Within our Facilities
 In addition to our eco-friendly product offerings, MSC facilities have several programs or process improvements in place to recycle waste products, reduce energy, and promote corporate sustainability.

Recycling and Chemical Reduction Initiatives:

- **Electronic Waste (e-Waste) Recycling Program:** MSC collects used electronic equipment (i.e. printers, faxes, computers, phones, etc.) and sends them to an E-Waste provider for rebuilding, reuse and/or recycling. To date, MSC has recycled over 100 tons of electronic equipment.
- **Cardboard and Paper Recycling:** Cardboard and paper recycling occurs at Customer Fulfillment Centers (CFCs - warehouse/distribution), Customer Service Centers (CSCs - Headquarters locations), and Branch locations. Since 2015, MSC's two CSCs have recycled a combined 65,000 pounds of cardboard, paper and plastic.
- **Printer Ink/Toner Recycling:** MSC's IT department oversees a toner cartridge reuse and recycling program.
- **Material Substitutions:** MSC has eliminated peanuts from outbound shipments (except when pre-packaged from the supplier). MSC now uses paper fill or plastic air-pack fill, which can be more readily recycled by our customers.

- Recycled Materials: CFCs currently purchase recycled pallets and internally recycle/rebuild pallets when possible. CFCs and branches also recycle plastic, glass, and scrap metal (carbide recycling).
- Recycled Content: Corrugated packaging products that used in CFCs average 43-52% recycled content.
- Donation Program: MSC maintains a donation policy for materials considered no longer saleable because of damages to packaging, length of shelf life remaining, closeouts, etc. Viable products are donated to local municipalities, schools, and non-profit organizations.
- Energy Efficiency and Reduction Programs:
 - New Multi-Functional Printers and Copiers: MSC has installed new EnergyStar rated, multi-functional devices. The new devices replace standalone copiers, printers, and fax machines, reducing toner and paper usage. The new copiers use 50% less power than those they will replace, promoting energy efficiency.
 - Server Consolidation Program: The number of physical computer systems is being reduced, while delivering the same or better application availability. Reducing the number of servers also reduces the power consumption requirements. MSC has saved approximately (based upon removal of 25 physical servers) 165,000 Kilowatt/hours because of this change. This is the equivalent to planting 500 new trees, or reducing the CO2 emissions in the atmosphere by 222,000 lbs. These consolidation efforts are continuing at our facilities.
 - Light Fixture Improvements: MSC has installed light fixtures in CFCs that use 50% less electricity than the traditional or original light fixtures. At the Reno CFC, the Management team has worked with the local utility provider to change all light fixtures to a T8 bulb with sensors, which has reduced energy consumption.
 - Motion Sensor and Dimming Light Solutions: CSCs are retrofitted with lights that automatically dim or detect movement. These systems power off when not in use, saving electricity.
 - Low-Flow Plumbing Systems: Our CSCs are equipped with sinks that utilize motion sensors to limit potable water waste.
 - Utility Metrics Evaluation: To continually improve our sustainability practices, the EC&S Department is working to advance our measurement of material, energy, and water consumption across our facilities.
 - EPA SmartWay Program: More than 50% of MSC's selected carriers are SmartWay Transport Partners. 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.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	MSC supplies products that are currently certified or recognized by third-party organizations that evaluate and set environmental standards for products. Green Seal Green Seal is an independent, non-profit organization that promotes the manufacture, purchase and use of environmentally friendly products and services. The certification is based on Green Seal standards, which contain performance, health, and sustainability criteria. Safer Choice / Design for the Environment The U.S. Environmental Protection Agency's (EPA's) Safer Choice label, previously known as the Design for the Environment (DfE) label, helps consumers, businesses, and institutional buyers identify cleaning and other products that perform well, are cost-effective, and are safer for the environment. The Safer Choice label enables consumers and our customers to quickly identify and choose products that can help protect the environment and are safer for families. ECOLOGO The ECOLOGO program is a third-party organization that offers the certification of products and services that reduce environmental impacts. ECOLOGO certified products meet or exceed multiple environmental performance standards. GREENGUARD GreenGuard is an industry-independent, third-party organization that aims to protect human health and improve quality of life by enhancing indoor air quality and reducing people's exposure to chemicals and other pollutants. Forest Stewardship Council (FSC) FSC is an independent, non-profit organization that protects forests for future generations by setting standards for responsible forest management. The FSC certification ensures that products come from responsibly managed forests that provide environmental, social and economic benefits. 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. Look for the Energy Star logo on select heating and cooling products and start saving! NEMA Premium NEMA (National Electrical Manufacturers Association) established energy-efficiency programs that provide highly energy-efficient products for consumers. These include lighting, ballast, exit signs, and motor products that have been identified to help reduce energy consumption. Energy-efficient products will save you money in total energy operating costs and will improve overall system reliability. WaterSense WaterSense is an EPA partnership program that seeks to protect the future of our nation's water supply by offering people a simple way to use less water with water-efficient products, new homes, and services. Certified products meet or exceed water efficiency and performance standards. Carpet and Rug Institute (CRI) Carpet and Rug Institute's initiatives help protect air quality and carpet's lifespan, and lead to smarter buying decisions on cleaners and equipment. CRI's Seal of Approval program identifies effective carpet cleaning solutions and equipment. CRI's Green Label or Green Label Plus program tests carpet, cushions and adhesives to help specifiers identify unsafe products. USDA BioPreferred- Biobased and Mandatory Federal Purchasing Managed by the U.S. Department of Agriculture (USDA), the goal of the BioPreferred® program is to increase the purchase and use of biobased products. The increased development, purchase and use of biobased products reduce the nation's reliance on petroleum, increase the use of renewable agricultural resources, and contribute to reducing adverse environmental and health impacts. Sustainable Forest Initiative (SFI) The Sustainable Forestry Initiative® (SFI) stands for future forests. SFI® is an independent, non-profit organization dedicated to promoting forest sustainability and supporting the links between sustainable forests and communities through grant programs, carefully targeted research, direct leadership of critical initiatives, and partnerships that effectively contribute to multiple conservation objectives. SFI's Forest Management, Fiber Sourcing and Chain of Custody Standards work to ensure the health and future of forests. Through application of these certification standards, SFI's on-product labels help consumers make responsible purchasing decisions. The SFI 2015-2019 Forest Management Standard also meets the rigorous third-party assessment of the Program for the Endorsement of Forest Certification (PEFC). SFI Inc. is governed by a three-chamber board of directors representing environmental, social and economic sectors equally. Learn more at sfiprogram.org. SCS Certified SCS Global Services (SCS) provides third-party environmental and sustainability certification, auditing, testing, and standards development. This multi-attribute certification program labels products that have met environmental, social and quality standards. The SCS certification label recognizes achievements in green building, product manufacturing, food and agriculture, forestry, retail, and more.
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44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MSC has a proven track record of teaming with certified small businesses and/or diverse business partners. We have worked with customers to tailor plans in which we can channel business to the appropriate ESB/MBE/WBE/DV & DBE groups to best meet our customers' socioeconomic goals. MSC is committed to building partnerships with Small Business Programs as part of our State and Federal Government Programs. We have close to 50 Small Business Partners that we partner with to support Federal "set aside" Contracts and State Programs that work to advance a Small Business Socio-Economic Advantage. We are actively looking for additional partners who can be sustainable partners with MSC and strongly support Government Contract Programs that strive to promote Small Business Program initiatives. For example, we have successful partnerships with ESB/MBE/WBE/DV & DBE groups in California, Texas, New York, and Ohio.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	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: 1,900,000 In-Stock Products – One Supplier: Too many suppliers create a financial and administrative bottleneck. With over 1.9 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. MRO GO: We have developed 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 savings. Throughout the process, we document all savings with Cost Savings Documentation. Same-Day Shipping Guarantee: The only distributor in the industry to offer a Same-Day Shipping Guarantee (with a 99% fill rate), MSC can ship qualified, in-stock orders the same day provided the order is placed by the 8pm, EST, 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 software solution, called ApOp (Application Optimization), 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. In addition to MSC's own recommendations and tool testing, MSC will also solicit the advice and assistance from our unmatched roster of metalworking suppliers. Our alignment and engagement with them 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. Safety Specialists: MSC maintains a staff of Safety Specialists 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 Safety Specialists 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. Consolidated Ordering and Invoicing: We can help streamline the paperwork. Multiple purchase orders can be consolidated into a single purchase order, and multiple purchases can be detailed on a single invoice. We can customize invoicing and billing methods according to customer needs, and we offer direct shipping to specific departments and personnel across any number of facilities. All these methods cut down on administrative paperwork, shipping costs, and help improve purchase order management. n 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. n 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); and 12,500 unique users are relying on it every day. The Better MRO portal brings together realworld 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.
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Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	As a distributor of over 1.9 million SKUs, MSC does not provide a warranty program outside of our 30-day return policy. Sourcewell members would need to see individual suppliers for warranty information.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not applicable	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not applicable	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	MSC, as a nationwide distributor of MRO and Metalworking products, is not the manufacturer and/or service provider for the majority of the products offered. Upon request, the manufacturer of a given product will address the geographic availability of a warranty repair technician.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Most of the products listed in the MSC catalog are warranted by the manufacturer to the end user.	*
51	What are your proposed exchange and return programs and policies?	MSC maintains a 30-day return policy (from date of shipment). In order to return merchandise, customers must contact MSC at (800) 645-7270 to obtain a Return Authorization (RA) number. Returns will not be accepted without an 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. 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 sales 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 in which 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.	*
52	Describe any service contract options for the items included in your proposal.	MSC Industrial Supply offers its customers a large breadth of products and product related services. However, MSC does not provide service contract options but will assist, through our network of suppliers and manufacturers, services in support of products we offer.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	MSC Industrial Supply standard payment terms are net thirty (30) days. MSC accepts payment via ACH payments, check and credit card.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	MSC Industrial Supply does not offer leasing or financing options.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We offer a variety of methods to best suit your needs. Customers can order by toll-free telephone, fax, mscdirect.com or via other electronic platforms, such as e-mail, Electronic Data Interchange (EDI), and XML file transfer.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	MSC accepts P-cards at no additional cost. MSC currently partners with MasterCard®, Visa® and American Express®, and we provide Level I, II and III line item detail reporting for transactions: • Level I: Standard credit card information similar to a consumer card statement: date, amount, commodity type and establishment. • Level II: In addition to Level I information, Level II adds sales tax amount; accounting cost center or card member reference number; supplier TIN (Tax Identification Number); and 1099 status. • Level III: Delivers enhanced data, such as cost center/project coding, item quantity, unit of measure, MSC item number and description, sales taxes paid and ship-to zip code to your bank so that your organization gets the purchasing reports you need to manage unplanned buys. MSC will automatically provide you with a faxed/e-mail receipt with every procurement card order making your month-end credit card statement reconciliation easier than ever.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MSC utilizes a list less discount pricing methodology off the MSC electronic catalog. We also offer additional methods of pricing strategies: - Special pricing agreements for key suppliers (e.g., Kimberly Clark, 3M, Georgia Pacific, etc.) - Discounts on high volume orders.	*

58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Safety & Security 35% Sanitation Cleaning Chemicals & Supplies 26% Fasteners 25% Material Handling 20% Plumbing 20% Power Source 25% Outdoor Garden Equipment 20% Lamps & Lighting and Ballasts 20% HVAC 20% Hand Tools 25% Power Tools 18% Electrical 20% Paint 20% Machinery 6% Machine Tool Accessories 9% HSS End Mills & Cutter 23% Abrasives 16% HSS Drills & Reamers 23% Carbide Indexable 15% MSC Category Discount mscdirect.com Taps & Dies 23% Cutting Blades 17% Metalworking Fluids 12% Janitorial Equipment & Supplies 26%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts on high-volume orders - MSC is prepared to offer Cumulative Ordering Volume Discounts to Sourcewell. Sourcewell members are encouraged to contact their MSC Representative or State Account Manager to request additional discounts on a quote-by-quote basis. When dealing with large orders, Sourcewell members are always encouraged to reach out to their MSC Representatives in order to discuss additional pricing discounts and incentives on a quote-by-quote basis.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All sourced items will be competitively price according to market conditions. If an unavailable product is requested, our knowledgeable Associates will immediately search our 1.9 million products to suggest a comparable alternative of equal or higher value. If it isn't available from our stock for same-day shipping, our sales team will source the product as quickly as possible, purchasing it when the customer places the order. And if MSC is not a distributor for a particular product, we have the capability to procure the product by purchasing through an authorized distributor. We have also crossreferenced many of our products and brands with industry brands we do not offer so that we can provide our customers alternate choices of equal or higher value. As part of our vast sourcing capabilities, MSC can also source custom, built-to-specification parts upon request. MSC will supply a quote for each request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	MSC includes all costs associated with product and product related services purchased by our customers in our pricing submittal. The price quoted or invoiced is the total cost of acquisition for the product and/or product related service to be paid by the customer.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell will receive free freight on all UPS ground and LTL orders originating from MSC CFCs and shipped directly from suppliers. We utilize UPS for a majority of our orders. However, we also ship via FedEx, USPS and other LTL carriers.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	MSC offers Sourcewell members pre-paid freight on all standard ground shipments. Other terms and fees may apply for shipment of product to Alaska and Hawaii as well as export orders and orders placed for Sourced Products. Charges and fees incurred for additional services, such as expedited delivery, carrier or special handling by the carrier, air freight, freight collect, export orders, hazardous materials, customer's carrier, shipments outside the contiguous U.S. or other special handling by the carrier will be paid by Member. Additionally, Sourcewell members in Canada will incur freight and any additional fees that may arise.	*

64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	MSC presents the following unique distribution and or delivery methods or options in our proposal - Free Standard Ground Delivery to Sourcewell Members - No Minimum Order Requirement - Vast breadth of product - over 1 Million Products - 99% Fill rate on orders placed MSC has a 24- to 48-hour guaranteed delivery time for in-stock products within the 48 contiguous United States. Our Same-Day Shipping Guarantee maintains a 99% fill rate. If a qualified, in-stock order is placed by the 8 p.m. EST, national cut-off time, the order is guaranteed to ship the same day. The delivery time-frame is contingent upon the requirements of the MSC Same-Day Shipping Guarantee below. Same-Day Shipping Guarantee MSC will guarantee same-day shipping if: 1) the order is received by MSC at one of our customer fulfillment centers (CFCs) before the applicable cut-off time on an operating business day, 2) the item is a national catalog item, and 3) the exclusions described below do not apply. Next-Day Delivery Upgrade MSC will upgrade qualifying orders to Next-Day Air Saver at the customer's request (additional charges may apply). The Next-Day Delivery upgrade only applies to standard UPS Ground shipping orders, and does not apply to orders shipped via Freight Saver shipping method. Qualifying orders will be delivered on the next regular business day, or on a weekend day for an additional charge. The upgrade will apply if: 1) the order is received by MSC at one of our customer fulfillment centers (CFCs) before the applicable cut-off time on an operating business day, 2) the item is a national catalog item, 3) the order is 20 pounds or less and is not too large to ship by air, 4) the order cannot be delivered to the customer the next day through our Ground Network, and 5) the exclusions described below do not apply. Exclusions Neither the Same-Day Shipping Guarantee nor the Next-Day Air Saver Upgrade cover: 1) orders to non-qualified customers or those outside of the continental U.S.; 2) orders for items that are not in stock; 3) orders for hazardous materials, machinery, or items that require customized lengths, set-up, or special packaging; 4) circumstances beyond MSC's control (for example, computer or electronic interruptions, strikes, natural disasters, severe weather conditions, war, or supplier manufacturing deficiencies); or 5) Freight Saver shipments; and 6) "less-than-truckload" (LTL) shipments, orders shipped by non-scheduled carriers, shipments from branch locations, replacement orders, vendor-managed inventory (VMI) orders, first orders for new accounts, direct ship items, or orders requiring credit review. Note: Hazardous materials require special handling. Any item containing such materials may be subject to local, state, and federal regulations, which may delay or prohibit shipments. MSC makes no service level guarantees regarding such items.
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Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
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66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	MSC has put in place critical processes to ensure our contractual obligation. This includes the following: Contract Implementation process * Dedicated Sourcewell operation team, State Account Manager, and Business Development Manager * On-boarding Sourcewell contract * Internal forms to be filled out by State Dedicated Manager to include • Customer contact information • Rebate information • Contract Pricing and any additional enhancements negotiated. * Meeting with operations to ensure proper discounts in the system, customer contact information and deadlines for on time reporting and disbursement of administrative fee. * Announcement to all internal associates when the Sourcewell contract go live date will be with all the particulars. * Rollout WebEx meeting with the sales associates that will have direct contact with Sourcewell members to discuss the particulars. Pricing Process Dedicated operation team reviews on-boarding checklist and sets the pricing specifically for Sourcewell contract and designates it with its own code. This code ensures that every customer buying from the Sourcewell contract will have the set pricing negotiated. MSC system automatically locks the pricing for the specific Sourcewell internal code, and further has the ability to set pricing for individual Sourcewell members within that code. The system is hard coded, not allowing for pricing override higher than contracted price. However, MSC system does have the ability to enter lower prices than negotiated. This is especially beneficial for unplanned volume discounts. Revenue Recovery In the event that MSC's monthly auditing reveals incorrect pricing, State Account manager will immediately discuss with customer and set up a meeting with dedicated Sourcewell operation team and State Business Development Manager. MSC will comply with customer wishes, whether it be in a credit form, replacement, or issue a check. Additionally, MSC manager will be discussing that particular situation with Sourcewell main point of account to make any adjustments needed.
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67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize several dozen quality and performance measurements, and all our quality metrics are audited continuously and reviewed with senior management. This review process is extremely important as it serves to assure that we are meeting our service levels and shipping guarantees for our customers. Our Quality Assurance team is focused on delivering results to our customers and meeting all their expectations. We also utilize a variety of measurements in different areas of the company, especially in our Customer Fulfillment Centers (CFCs). Both "internal" and "external" measures are taken into account. "Internally," we measure inbound item accuracy; inventory/bin integrity accuracy; and outbound package accuracy. Our "external" measures, also known as customer-reported measures, include customer comment cards, customer returns and on-time delivery. Several key processes also contribute to how we measure service levels: Product Inspections: MSC performs a variety of inspections to ensure our customers' orders are accurate. To ensure we are always processing the correct item, an inbound inspection is performed as items are received, and then is verified again by our inbound coordinators. Outbound orders are 100% electronically verified by our packaging department and are subject to our outbound audit. Supplier Performance Measures: Supplier performance is tracked and analyzed through MSC's Supplier Tactical Advance Receiving, or STARS, System. Suppliers are measured on the following criteria: acceptance at receiving inspection; on-time delivery; invoice accuracy; direct ship accuracy; and the number of customer returns due to defective items. This data is provided to suppliers and is used to drive improvements in our supplier base. Corrective Action Systems: MSC maintains documented processes for implementing formal corrective actions both internally, as well as with our supplier base. Packing and Shipping: Orders flow through our validation process in which individual items are scanned. Counts are captured in our system to prevent the processing of incomplete or inaccurate orders. After the packing process is complete, our Quality Assurance team performs package audits on a sample basis. The orders are checked for item accuracy, quantity, packaging and documentation. Proper and/or protective packaging and labeling is prepared in accordance with the MSC packaging and labeling procedures. This assures that proper packing methods are followed and provides MSC with a tool for measuring our overall accuracy of outbound shipments. Customer Returns: All customer returns are sent by the customer to designated Return Centers and are inspected 100% for identity, count, packaging, damage, documentation and reason for return. All returns are dispositioned within 24 hours. Credit data is captured and used to drive quality improvements and cost of quality measurements.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MSC will provide Sourcewell with an administrative fee, of two percent (2%) on all product purchases pursuant to an awarded contract. MSC will calculate the administrative fee amount quarterly and provide payment to Sourcewell, alongside reporting, within forty-five (45) days from the end of the quarter.	*

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	MSC currently carries over 1.9 million products from over 3,000 vendors. We also have access to thousands of additional industrial suppliers for special orders and sourcing. Our product line includes name-brand, exclusive-brand and generic products, and also represents a broad range of of MRO products, such as: - n Safety/janitorial supplies - n Raw materials - n Measuring instruments - n Abrasives - n Tooling components - n Electrical supplies - n Metalworking products - n Machinery hand and power tools - n Power transmission - n Cutting tools - n Fasteners - n Plumbing supplies - n Flat stock - n 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 highperformance 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 — with no compromise in quality.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	SAFETY, COMMUNICATION, IDENTIFICATION, MARKING & LABELING Safety: boots, cabinets/cans, clothing, confined space, ergonomics, eye/face/hearing & fall protection, fire safety, first aid, flare kits, flashlights/batteries, gas detection, gloves, leak diverters, machine guards, matting, respiratory, sorbents, spill containment, traffic control, training, welding. Communication: CCTV & 2-way radios. Identification: lockout/signs/ tagout. Marking/Labeling: industrial markers, labeling machines/printers, marking stamps/machines, steel type & stenciling kits. MATERIAL HANDLING, STORAGE, OFFICE, PACKAGING & SHIPPING Material Handling: cabinets, carts, casters, chains, conveyors, cranes, dock equipment, dollies, drum handling equipment, hand/platform trucks, heaters, hoists, jacks, ladders, lifts/lift tables, rope, slings, trolleys, vacuum lifters & wheels. Storage: bins/totes, lockers, pallet racking, production cabinets, shelving, tables, tool storage, workbenches. Office: equipment/furniture/supplies. Packing & Shipping: sealing tape, mailers, packaging material, polybags, scales, staplers, strapping & stretch film. LIGHTING/ELECTRICAL, POWER TRANSMISSION & MOTORS Lighting/Electrical: ballasts, conduit fittings, enclosures, fixtures, fuses, generators, lamps; LED lamps, LED task lighting, relays, terminals, test instruments & wiring devices. Power Transmission: bearings, couplings, linear motion slides, pulleys, roller chain, shafting, sheaves, sprockets, v-belts. Motors: corro-duty®, definite purpose, energy efficient NEMA premium®, gear motors, gear/speed reducers, general purpose, HVAC, hostile duty, pump motors, speed controls/accessories, stainless steel & wash down motors. FLEET MAINTENANCE & POWER TOOLS Fleet Maintenance: battery chargers, cleaners & degreasers, creepers, diagnostic tools, gasketing, filters, fuses, hitches, jacks/lifts, lighting, lubricants, oils, paints, tire gauges & repair, tools, truck boxes & wipers. Power Tools: angle & die grinders, reciprocating & circular saws, cordless batteries & charger platforms, drills, impact drivers/ wrenches, hammer drill/drivers, rotary hammers, sanders & polishers, nailers/staplers, combination kits and tool balancers. JANITORIAL & FACILITY MAINTENANCE, LUBRICATION & PAINT Janitorial & Facility Maintenance: brooms, brushes, carpet/floor machines, degreasers, eco-friendly/cleaners, food service brooms, garden equip., ice melt, mops, outdoor power equip., pest control, pressure washers, shovels, soaps, vacuums, washroom, waste containers & wipes/rags. Lubrication: air tool oils, contact cleaners, corrosion inhibitors, grease/guns, lubricants, lubrication equip., oilers & penetrants. Paints: aerosols, brushes, drop cloths, floor/industrial coatings, putty knives, rollers, scrapers, solvents, spray guns/access. & tapes. MEASURING INSTRUMENTS, REFERENCE BOOKS & SOFTWARE Calipers, micrometers, indicators, magnetic base holders, SPC wireless/wired systems, bore gages, height gages, linear scales, parallels & sets, pin/plug/ring gages, thread gages, gage block sets, surface plates, hardness testers, roughness & thickness gages, CMM probes & styli, magnifiers, microscopes, optical comparators, stroboscopes, tachometers, force/tension/compression gages, measuring rules, combination squares, levels and plumb bobs, measuring tapes, distance wheels, chalk reels, laser levels, measuring calculators, calibration labels, reference books & manuals, manufacturing & industrial software. FASTENERS, ADHESIVES & HARDWARE Fasteners: anchoring, bolts, construction, extractors, hex heads, nails, nuts, nylon, pins, retaining rings, assortments/smallpaks; rivets: guns/tools; screws, sockets, studs, threaded rod & inserts, washers. Adhesives: caulk/epoxies/

glue/sealants/tape/threadlockers. Hardware: brackets/catches/door closers/drawer slides/electronic/ handles/hasps/hinges/key blank/cabinets/ latches, lockset/pulls.

HAND TOOLS
 Hand Tools: anvils; axes; bits; bolt cutters; chisels; crimping tools; hacksaws & blades; hammers; handsaws; hex/ Torx® drivers; hex bits; hex keys; insulated tools; knives/blades; mechanic's tool sets; multi-tools; non-marring/non- sparking tools; nutdrivers; pliers; pry bars; punches; ratchets; scissors; screwdrivers; snips; sockets; staple guns; tethered tools; tool bags; torque wrenches; tweezers; wire strippers & wrenches.

PNEUMATICS, HYDRAULICS, VALVES, FITTINGS, HOSE & TUBING
 Pneumatics: air blow guns/recoil hose, air valves, compressors, cylinders, filters, lubricators & regulators. Hydraulics: cylinders, filters, motors, pumps, valves. Valves: backflow, ball, butterfly, control, check, diaphragm, drain, float, gate, globe, hydraulic, needle, regulating, relief & solenoid valves. Fittings: barbed, compression, flared, hydraulic/pneumatic couplings, instrumentation, pipe & push-to-connect. Hose & Tubing: accessories, assemblies, cut-to-length & reels.

HVAC, PLUMBING, PUMPS & PROCESS EQUIPMENT
 HVAC: air cleaners, air conditioners, air curtains, blowers, controls, duct work, evaporative coolers, exhaust fans, fans (mounted/pedestal), filters, heaters, meters, thermostats & ventilators. Plumbing: bathroom access., drain/ pipe cleaners, faucets, filters, fountains, o-rings, seals & tools. Pumps: centrifugal, circulator, diaphragm, drum, effluent/sump, gear & hand. Process Equipment: controllers, float/level switches, heat exchangers, hydrometers, IR thermometers/imagers, meters, pH, pressure/temperature gauges, scales, tank mixers, thermocouples, timers & totalizers.

HOLEMAKING: SOLID & INDEXABLE DRILLS, REAMERS & COUNTERBORES
 Drills: carbide, carbide-tipped, center, circuit board, coolant fed, drill & reamer blanks, extension, gun, indexable, indexable spade, jobber, masonry, metric, micro, parabolic, screw machine, S & D, sets, spade, spotting, step, straight flute, taper length, taper shank & threaded shank. Reamers. Countersinks: chamfer, counterbores, indexable, porting tools & power tool bits.

THREADING: TAPS, DIES & OTHER THREADING
 Taps: forming, hand, high performance, holders, metric, pipe, sets, spiral flute, spiral point, STI, surface treated, wrenches & accessories. Dies: chasers & die heads. Thread Repair: extraction tools, hand/power installation tools, inserts, kits, strip feed reels, tang break-off & thread mills.

INDEXABLE: TURNING, BORING, GROOVING, CUT-OFF & THREADING
 Carbide Inserts & Indexable Tools: boring bars, cut-off blades, blocks and toolholders, grooving systems, grooving/ threading tools, spare parts, tool bits & turning toolholders.

ABRASIVES, FILES, DEBURRING, SOLDERING & WELDING
 Abrasives: bonded; bench & pedestal/cut-off wheels, cutting, diamond, dressing tools. Grinding: points, stones, surface grinders & toolroom. Coated; belts, discs, pads, rolls & sheets. Non-Woven; belts, buffing products, discs, hand pads, rolls & wheels. Files: diamond, hand, needle, rasps & rifflers. Deburring: burs, hand deburring & wheels. Wire Brushes; cups, end, hand scratch brushes, nylon & tube. Sandblasting; machines, media & vibratory tumblers. Soldering: stations, supplies, tips & tools. Welding: consumables, chemicals, cylinder trucks, electrode ovens, gauges, storage, welders (arc, MIG, plasma, stick, TIG) & accessories.

TOOLHOLDING, CLAMPING, WORKHOLDING, POSITIONING & KNURLING
 Toolholding: CNC toolholders, collets, drill chucks, quick change tooling, tapping heads & acc., live tooling. Workholding: clamping: C, F, L; bar, clamping systems & assemblies, hydraulic/pneumatic, levers, pipe, spring & toggle. Positioning: components; die & mold components; eye bolts; handwheels; hoist rings; knobs; knurls & holders; lathe chucks & jaws; leveling devices; live/dead centers; locating components; machinery mounts; magnets (clamping/positioning); rotary tables; stock springs & vises.

MACHINERY & ACCESSORIES, SAW BLADES, FLUIDS & RAW MATERIALS
 Machinery: 3D printers, CNC mills, lathes & controllers, knee mills, bench & engine lathes, drill presses, bandsaws, cold saws & cut-off saws, dust collection & filtration, brakes, shears & rolls, power feeds & drawbars, phase converters, sanders, bench & surface grinders, DROs & linear scales, bandsaw blades, sawing fluids, EDM wire. Fluids: cutting & grinding fluids, coolants, oil skimmers, coolant systems. Raw Materials: aluminum, brass, copper, felt, foam, metal balls, plastics, rubber, gasketing, shim stock, stainless steel, steel, wire, key stock, flat stock & drill rod.

Table 148: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments	
71	Facility MRO	☒ Yes ☐ No	Comments not applicable.	*
72	Industrial supplies or building materials	☒ Yes ☐ No	Comments not applicable.	*
73	Electric, mechanical, fluid, or pneumatic power transmission	☒ Yes ☐ No	Comments not applicable.	*
74	Electrical service or lighting	☒ Yes ☐ No	Comments not applicable.	*
75	Plumbing or waterworks	☒ Yes ☐ No	Comments not applicable.	
76	Services related to the offering of the solutions in Lines 71-75 above	☒ Yes ☐ No	Comments not applicable.	

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell.MRO.Discounts.pdf - Wednesday September 14, 2022 14:20:44
- [Financial Strength and Stability](#) - MSC FY21 Annual Report.pdf - Tuesday September 13, 2022 17:10:33
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - MSC Exceptions to Sourcewell 091422 Bid and List of Subsidiaries .zip - Tuesday September 13, 2022 17:11:29

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elizabeth Flores, State Government Accounts Manager, Sid Tool Co., Inc. DBA MSC Industrial Supply Co.

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

☒ Yes ☐ No

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

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

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