



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: Sid Tool Co., dba MSC Industrial Supply 75 Maxess Road, Melville, NY 11747	DATE ISSUED: July 14, 2023	_____
	CONTRACT NO: 24-DES-R-290	_____
	CONTRACT TITLE: furnish janitorial or custodial related software, applications, or platforms complementary to the purchase of the supplies and products	_____

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DES-R-290 including any attachments or amendments thereto.

EFFECTIVE DATE: July 14, 2023

EXPIRES: November 16, 2024

RENEWALS: one (1) one-year renewal periods from November 17, 2024, to November 16, 2025

COMMODITY CODE(S): 93439

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 24-DES-R-290

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: Joe Reber

VENDOR TEL. NO.: (412) 370-2838

EMAIL ADDRESS: reberj@mscdirect.com

COUNTY CONTACT: Tsehay Lightfoot (DES-FMB)

COUNTY TEL. NO.: (703) 228-7593

COUNTY CONTACT EMAIL: EMAIL@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION

Sy Gezachew

Title Procurement Officer

Date July 14, 2023



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DES-R-290

THIS AGREEMENT (hereinafter "Agreement") is made, on 7/14/2023 by the County, between **Sid Tool Co., dba MSC Industrial Supply** ("Contractor"), a New York corporation with a place of business at 75 Maxess Road, Melville, NY 11747 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Sourcewell Contract 101320, and Exhibit B Contract Pricing together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Sourcewell and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Sourcewell. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than November 16, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Sourcewell renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for one (1) one-year renewal periods from November 17, 2024, to November 16, 2025 ("Subsequent Contract Term"). However, if Sourcewell does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

The Contractor also must submit to the County's Project Officer its W-9 Form, which will include its Federal Employer Identification Number ("FEIN") or Social Security Number ("SSN"), whichever is applicable, before the County can process payment to the Contractor under the Contract.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish janitorial or custodial related software, applications, or platforms complementary to the purchase of the supplies and products described in Exhibit A.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

David Haugh
VP Government
75 Maxess Rd.
Melville, NY 11747
Phone: (773) 710-5998
Email: [Davud.Haugh@mscdirect.com](mailto:David.Haugh@mscdirect.com)

TO THE COUNTY:

Tsehay Lightfoot, Project Officer
Department of Environmental Services
Arlington County
1400 N. Uhle Street, Suite 602
Arlington, VA 22201
Phone: 703-228-7593
Email : tlightfoot@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

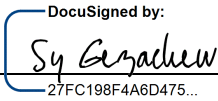
11. COUNTERPARTS

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SID TOOL CO., INC. dba MSC INDUSTRIAL SUPPLY

AUTHORIZED SIGNATURE:  DocuSigned by:
27FC198F4A6D475...

AUTHORIZED SIGNATURE:  DocuSigned by:
D0007F8AEC794AF...

NAME: Sy Gezachew

NAME: David Haugh

TITLE: PROCUREMENT OFFICER

TITLE: VP

DATE: 7/14/2023

DATE: 7/13/2023

**Solicitation Number: 101320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sid Tool Co., Inc., dba MSC Industrial Supply, 75 Maxess Road, Melville, NY 11747 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 16, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 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. Vendor 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.

Vendor 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. 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.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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. Vendor will supply country of origin data on an item-by-item basis upon request.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

24. CANCELLATION

Sourcewell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Sid Tool Co., Inc. dba MSC Industrial Supply

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
11/16/2020 | 12:21 PM CST
Date: _____

DocuSigned by:
David Haugh
FE6CDDCC0CCE4B2...
By: _____
David Haugh
Title: VP Government
11/18/2020 | 4:01 PM CST
Date: _____

Approved:
DocuSigned by:
Chad Coauette
7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
11/18/2020 | 4:05 PM CST
Date: _____

RFP 101320 - Janitorial Supplies and Equipment with Related Services

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 September 24, 2020 15:45:53
Submitted On: Monday October 12, 2020 19:03:55
Submitted By: Elizabeth Flores
Email: Florese@mscdirect.com
Transaction #: 3bebce27-8b8f-4acd-8888-dbb090393369
Submitter's IP Address: 104.129.204.81

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Sid Tool CO., Inc dba MSC Industrial Supply
2	Proposer Address:	co-headquarters:75 Maxess Road Melville, NY 11747 co-headquarters: 525 Harbour Place Drive Davidson, NC 28036
3	Proposer website address:	www.mscdirect.com
4	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 VP Government 75 Maxess RD, Melville NY 11747 David.Haugh@mscdirect.com (773) 710-5998
5	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
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	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 \$3.3 billion nationwide distributor of metalworking, maintenance, and safety products to industrial, commercial and government entities throughout the United States, Mexico, and Canada. With a 79-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.
8	What are your company's expectations in the event of an award?	MSC Industrial seeks to establish a partnership with Sourcewell and provide products and exemplary customer solutions to Sourcewell and its members. MSC will have an opportunity penetrate newer market channels and offer existing government customers an alternative cooperative they can benefit from.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>MSC is a financially strong and stable company as evidenced by the following net sales for the last three fiscal years:</p> <p>FY19: \$3,363,817,000 FY18: \$3,203,878,000 FY17: \$2,887,744,000 FY16: \$2,863,505,000 FY15: \$2,910,379,000</p> <p>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.</p> <p>Most recently, we acquired DECO Tool Supply Co., a leading, metalworking-based industrial supply distributor headquartered in Davenport, Iowa. Barnes Distribution North America, now Class C Solutions Group, was acquired in 2013. Additionally, we opened our co-headquarters in Davidson, North Carolina, and fifth Customer Fulfillment Center in Columbus, Ohio in 2013.</p> <p>Additionally, as a public company, all financial information we disclose to the public is available in our Annual Report. Please refer to MSC's 2019 Annual Report by visiting the following link https://investor.mscdirect.com/2019-10-24-MS-Reports-Fiscal-2019-Fourth-Quarter-And-Full-Year-Results.</p>
10	What is your US market share for the solutions that you are proposing?	MSC Industrial is proposing a nationwide scope within their US market share.
11	What is your Canadian market share for the solutions that you are proposing?	Division of MSC operate in Canada with 4 Customer Fulfillment Centers.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	MSC has never petitioned for bankruptcy protection since its existence.
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	MSC Industrial Supply is a nationwide Distributer. Upon award, MSC will provide written authorization.
14	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 Industrial Supply maintains all licenses and certifications necessary to conduct its business.
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	MSC Industrial Supply does not have any Suspension or Disbarment.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																												
16	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: IDG's Insider Pro and Computerworld magazine, "Top 100 Best Places to Work in IT", 2020 Computerworld magazine, "Top 100 Best Places to Work in IT," 2019 Newsday.com, "Top Workplace on Long Island," 2018 Computerworld magazine "Top 100 Best Places to Work in IT" 2018 Forbes magazine, "America's Best Employers," 2017 Fortune magazine, "Fortune 1000" list, 2017 Computerworld magazine, "Top 100 Best Places to Work in IT," 2017 Internet Retailer magazine, "B2B eCommerce Player of the Year," 2016																																												
17	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.																																												
18	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.																																												
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table border="1"> <thead> <tr> <th>State Cooperative Contract</th> <th>FY'20</th> <th>FY'19</th> <th>FY'18</th> </tr> </thead> <tbody> <tr> <td>NASPO ValuePoint</td> <td>47.7M</td> <td>53.0M</td> <td>57.7M</td> </tr> <tr> <td>National Coop. Purchasing Alliance (NCPA)</td> <td>2.46M</td> <td>2.42M</td> <td>1.97M</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>State Contract</th> <th>FY'20</th> <th>FY' 19</th> <th>FY' 18</th> </tr> </thead> <tbody> <tr> <td>ALABAMA</td> <td>2.47M</td> <td>1.83M</td> <td>1.33M</td> </tr> <tr> <td>FLORIDA</td> <td>2.74M</td> <td>2.23M</td> <td>1.77M</td> </tr> <tr> <td>GEORGIA</td> <td>4.47M</td> <td>4.68M</td> <td>4.17M</td> </tr> <tr> <td>INDIANA</td> <td>1.12M</td> <td>1.49M</td> <td>1.07M</td> </tr> <tr> <td>NEW YORK</td> <td>16.1M</td> <td>10.87</td> <td>7.28M</td> </tr> <tr> <td>N. CAROLINA</td> <td>564K</td> <td>607K</td> <td>864K</td> </tr> <tr> <td>TENNESSEE</td> <td>781K</td> <td>706K</td> <td>989K</td> </tr> </tbody> </table>	State Cooperative Contract	FY'20	FY'19	FY'18	NASPO ValuePoint	47.7M	53.0M	57.7M	National Coop. Purchasing Alliance (NCPA)	2.46M	2.42M	1.97M	State Contract	FY'20	FY' 19	FY' 18	ALABAMA	2.47M	1.83M	1.33M	FLORIDA	2.74M	2.23M	1.77M	GEORGIA	4.47M	4.68M	4.17M	INDIANA	1.12M	1.49M	1.07M	NEW YORK	16.1M	10.87	7.28M	N. CAROLINA	564K	607K	864K	TENNESSEE	781K	706K	989K
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20	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?	<table border="1"> <thead> <tr> <th></th> <th>FY'20</th> <th>FY'19</th> <th>FY'18</th> </tr> </thead> <tbody> <tr> <td>GSA Contract</td> <td>34.6M</td> <td>36.2M</td> <td>37.5M</td> </tr> <tr> <td>USMC ServMart</td> <td>21.4M</td> <td>33.3M</td> <td>39.7M</td> </tr> <tr> <td>US Air Force</td> <td>5.7M</td> <td>11.6M</td> <td>4.5M</td> </tr> <tr> <td>Department of Defense</td> <td>4.3M</td> <td>4.9M</td> <td>4.3M</td> </tr> <tr> <td>US Navy</td> <td>4.4M</td> <td>4.9M</td> <td>3.7M</td> </tr> <tr> <td>US Army</td> <td>2.86M</td> <td>3.4M</td> <td>3.3M</td> </tr> </tbody> </table>		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																
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Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Massachusetts Operational Service Department	Maureen Barends, Director of Strategic Sourcing	(617) 720-3155
Texas A&M Engineering Experiment Station	Mary Williams, Director of Procurement Services & HUB Coordinator	(979) 458-7434
Department of Citywide Administrative Services (DCAS)	Harry Tian, Procurement Manager	(212) 386-0463

Table 5: Top Five Government or Education Customers

Line Item 22. 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 Machinery and Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 1.3M
Municipality	Government	Illinois - IL	Provided Machinery and Maintenance Products, and added value programs.	mid-range \$300-\$500	average volume 2018-2020 1.4M
TX Higher Education	Education	Texas - TX	Provided Machinery and Maintenance Products, and added value programs.	high-range above \$700	average volume 2018-2020 1.1M
Airport	Government	Colorado - CO	Provided Machinery and 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 Sourcwell 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 *
23	Sales force.	MSC Industrial Supply employs 6,700 direct associates with over 2,400 full-time sales representatives in over 90 branches and Distribution Centers nationwide to service our Sourcwell members. Local contacts, including Branch and Key Account Sales Consultant (KASC), will be provided upon award.
24	Dealer network or other distribution methods.	<p>MSC's distribution network consists of two Corporate Headquarters, Customer Fulfillment Centers, World-wide Offices, and local Branches. See Below:</p> <p>Customer Support Center/Corporate Headquarters New York MSC Industrial Supply Co. 75 Maxess Road Melville, New York 11747-3151 Customer Service: 1-888-644-3041 Website Assistance: 1-800-753-7970 Offices: 1-516-812-2000</p> <p>North Carolina MSC Industrial Supply Co. 525 Harbour Place Drive Davidson, NC 28036-7444 Customer Service: 1-888-644-3041 Website Assistance: 1-800-753-7970 Offices: 1-704-987-5200</p> <p>MSC Industrial Supply Customer Fulfillment Centers Atlanta, GA 6700 Discovery Blvd. Mableton, GA 30126 Toll-free: 1-888-644-3041 Local: 1-770-732-8650 Fax: 1-800-255-5067</p> <p>Columbus, OH 1568 Georgesville Rd. Columbus, OH 43228 Toll-free: 1-888-644-3041</p>

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		<p>Fax: (206) 268-7474 branchsea@mscdirect.com</p> <hr/> <p>Wisconsin Appleton, WI N677 Communication Dr. Appleton, WI 54915 Local: (920) 734-9146 Fax: (920) 734-3586 branchapl@mscdirect.com Milwaukee, WI W237 N2889 Woodgate Rd. Unit C Pewaukee, WI 53072 Local: (262) 347-0639 Fax: (262) 347-0847 branchmwk@mscdirect.com</p>	
25	Service force.	<p>MSC has been successfully partnering with the State government for the last 20 years. We will continue to utilize our experienced Government Sales and State Team and Field Sales Resources to support the continued growth and expansion of this program. Our State Account Managers are familiar with the State programs and specific geographic territories. Additionally, MSC will also make available State Business Development Managers to focus on new State and local government opportunities as well as higher education opportunities.</p> <p>Our Call Centers staff approximately 1,100 dedicated Customer Service Representatives. When calling, Sourcewell users will reach a live Associate who can place an order, obtain product information, check a shipment, discuss a return, and more. Our Inside Sales Associates are able to inform customers on a real-time basis of the availability of a product, recommend substitute products, verify credit information, and arrange to provide technical assistance. We also maintain a staff of Certified Machine Tools Sales Engineers (CMTSE) who will assist in finding the best solution for each customer.</p> <p>Additionally, local support will be provided by our Branch offices. Each of our Branch offices is staffed with trained and experienced Inside Sales Associates, Inside Sales Supervisors, Outside Sales Associates, Vendor Managed Inventory Specialists, and Branch Managers. Access to MSC's exceptional customer service is available at all our locations. MSC also has strategically located specialists (Customer Solutions Project Managers, Metalworking Specialists, and Machinery Specialists) to support special requests and best serve our customers' needs.</p> <p>We also maintain a high customer satisfaction rate due to the efficient manner in which we receive and fulfill every single order. Additionally, MSC offers our Same-Day Shipping Guarantee with a 99% fill rate. If an order is placed by the 8 p.m. EST, national cut-off time, we will guarantee shipping of Sourcewell users' products the same day.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>MSC will provides a toll-free telephone number for Sourcewell users. Additionally, users will be able to contact our Call Centers or E-commerce representatives. As our knowledgeable Branch Sales Associates and customer service representatives can receive orders, provide real-time inventory status, recommend product alternatives, arrange or provide technical support, cross reference items, source items 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.</p> <p>Sourcewell users may contact a customer service representative at (888) MSC-9722, or via our general toll-free number at (800) 645-7270. Our Call Centers are available Monday through Friday, 7 a.m. to 11 p.m., EST, and Saturday, 8 a.m. to 5 p.m., EST. Our national branch offices are open Monday through Friday, 8 a.m. to 5 p.m., local time. Our website, mscdirect.com, and our fax number, (800) 255-5067, are also available 24 hours a day, seven days a week.</p> <p>Our system allows for calls / faxes to be routed based upon geographical area and time zone. Call Centers are available Monday through Friday, 7 a.m. to 11 p.m., EST, and Saturday, 8 a.m. to 5 p.m., EST. Our national branch offices are open Monday through Friday, 8 a.m. to 5 p.m., local time. Our website, mscdirect.com, and our fax number, (800) 255-5067, are also available 24 hours a day, seven days a week.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	MSC Industrial Supply will fully service all geographic areas of the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MSC Industrial Supply will fully service all geographic areas of Canada	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MSC Industrial Supply will fully service all geographic areas of the United States.	*

30	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.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	MSC Industrial Supply 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 *	
32	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 the Sourcewell, with multiple locations. To best ensure the success of the Sourcewell program, MSC would market the program to all associated Sourcewell members as follows: Upon award of contract, MSC would have all necessary systems in place to launch our new supplier role. MSC State Business Development Manager will lead the implementation to ensure a smooth transition and continuation of services without disruption. Our integrated information systems will contain Sourcewell program-specific information, including the discounted pricing, free freight program, and more, and make all data available whether a Sourcewell member is contacting a Branch office or calling a Customer Service Representative at one of our Call Centers. To assist Sourcewell members, a multi-tiered support program will be in place and accessible to all members. Sourcewell members will have key account sales consultants (KASCs) who will be responsible for the provision of sales and technical support, including sourcing products for Sourcewell. Our KASCs are conveniently based out of local MSC Branches. Our Branches also host an entire staff of experienced Sales Associates who will have access to Sourcewell program-specific information and can assist the member needs, such as sourcing. In addition to the KASCs and Branch Associates, MSC also maintains an experienced team of Telesales Program Specialists who are available and ready to assist in the marketing the new Sourcewell contract. MSC is more than just a supplier – we consider ourselves a strategic partner to the Sourcewell and will be available to assist in all Sourcewell initiatives. Marketing material will be customized to meet the needs of the Sourcewell member.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Twitter @mscindustrialsupply Instagram MSC@MSC_Industrial Facebook @mscindustrialsupply Linkedin MSC Industrial Supply	*
34	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.	*
35	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 help customers streamline their procurement process. MSC partners with many of the largest eProcurement providers, including SAP, Ariba, Perfect Commerce, Oracle, and more. Additionally, we also support EDI (810, 850, 855, 856 and 997 documents) and XML (cXML, xubl3, Exam standards) transmissions. Currently, we have over 1,000 eProcurement customers, with the majority utilizing Punchout technology resulting in over 150,000 documents per year.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

<p>36</p>	<p>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.</p>	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - 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 <p>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.</p> <p>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.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>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.</p>
<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>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.</p> <p>Environmental Standards & Compliance</p> <p>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:</p> <ul style="list-style-type: none"> • Environmental Permits and Reporting <p>We will obtain, maintain and keep current all required environmental permits and registrations necessary to conduct our business.</p> <ul style="list-style-type: none"> • Pollution Prevention and Resource Reduction <p>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.</p> <ul style="list-style-type: none"> • Hazardous Substances <p>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.</p> <ul style="list-style-type: none"> • Product Content Restrictions <p>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.</p>

		<ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>MSC supplies products that are currently certified or recognized by third-party organizations that evaluate and set environmental standards for products.</p> <p>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.</p> <p>Safer Choice / Design for the Environment The U.S. Environmental Protection Agency’s (EPA’s) Safer Choice label, previously known as</p>

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.

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>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.</p> <p>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.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>One of the most unique attributes MSC has that differentiates us from our industry is our salesforce. MSC sales associates are empowered to run their territories like their own business to make it right for their customers.</p>

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	MSC Industrial Supply covers all products/equipment parts; MSC does not provide labor, unless manufacturer's warranty covers labor.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	MSC shall have no liability for, and expressly disclaims any warranty, express or implied, including the implied warranties of merchant ability and fitness for a particular purpose and any warranty or affirmation of fact related to misuse, improper selection, recommendation, or misapplication of any product.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Not Applicable, since MSC Industrial Supply is a Distributor, not a Manufacturer.	*
45	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 Industrial Supply, 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.	*
46	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.	*
47	What are your proposed exchange and return programs and policies?	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Additionally, altered or etched items cannot be returned. Custom cut-to-length products are considered final sales and may not be returned for credit.</p> <p>Unopened computer software can be returned for a credit, but will only be replaced if considered defective.</p> <p>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.</p>	*
48	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 *
49	What are your payment terms (e.g., net 10, net 30)?	MSC Industrial Supply standard payment terms are net thirty (30) days.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Currently, MSC Industrial Supply does not offer leasing or financing options.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>MSC provides a variety of methods for ordering, including: EDI / XML orders Email Toll-free Telephone Fax More than 60% of orders are submitted digitally through our technology platforms (website, vending machines, and eProcurement). The remaining orders are primarily placed via telephone, fax and mail.</p> <p>Whether orders are entered into an online processing system by our customer service representatives, or entered digitally as above described, the order is immediately transferred to the nearest Customer Fulfillment Center (CFC) to a customer's location. Orders are typically delivered within one to two days. After the order is shipped, customers will be invoiced for the merchandise and shipping and handling (if applicable).</p> <p>In the event of a local or regional breakdown, the flexibility of our order processing system allows us to shift work to an alternative location, providing our customers with as little interruption to service as possible.</p>
52	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 Industrial Supply does accept P-card purchases for no additional cost.

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 *
53	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.	<p>Pricing model is based on discount off MSC electronic catalog. The catalog can be viewed in its entirety via the following link: www.mscdirect.com</p> <p>MSC Industrial Supply Pricing Offer reflects a combination of several methods of pricing strategies:</p> <ul style="list-style-type: none"> - MSC Product-Category discount for Janitorial and Safety Categories - MSC is also providing tailor discount programs, including: <ul style="list-style-type: none"> * Special pricing agreements for key janitorial and safety suppliers: Rochester Midland, Detco, Kimberley Clark, Georgia Pacific, 3M, Honeywell, and Ansell and more. * Discounts on high-volume orders: MSC is prepared to offer Cumulative Ordering Volume Discounts to Sourcwell. Sourcwell 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, Sourcwell members are always encouraged to reach out to their MSC Representatives to discuss additional pricing discounts and incentives on a quote-by-quote basis. * E-Commerce rebate incentive: MSC offers a tiered "E-Commerce rebate incentive" to all Sourcwell members that utilize an E-Commerce platform that is integrated with MSC. This rebate will be tabulated and paid annually after the one-year anniversary of the contract. * General discount off MSC e-Catalog on all other product excluding machinery.

54	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.	Discounts below are based off of MSC electronic catalog (www.mscdirect.com) - MSC Product-Category discount: 26% off Janitorial, - MSC Product-Category discount: 35% off Safety. - 15% all other product not in Safety and Janitorial Categories (exception: machinery)	*
55	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. - E-Commerce rebate incentive – MSC offers a tiered “E-Commerce rebate incentive” to all Sourcewell members that utilize a E-Commerce platform that is integrated with MSC. This rebate will be tabulated and paid annually after the one-year anniversary of the contract. The additional rebates will start at 1% and range up to 3% based on E-Commerce sales volume growth.	*
56	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.	If an unavailable product is requested, our knowledgeable Associates will immediately search our 1+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 cross-referenced 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.	*
57	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.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	MSC offers Prepaid Freight program	*
59	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.	*

60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>MSC presents the following unique distribution and or delivery methods or options in our proposal</p> <ul style="list-style-type: none"> - 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 <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	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 *
62	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.	<p>MSC has put in place critical processes to ensure our contractual obligation. This includes the following:</p> <p>Contract Implementation process</p> <ul style="list-style-type: none"> * 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 <ul style="list-style-type: none"> • 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. <p>Pricing Process</p> <p>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.</p> <p>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.</p> <p>Revenue Recovery</p> <p>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.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>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.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>MSC currently carries over 1,000,000 products from over 3,500 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 industrial products.</p> <p>We believe that through offering an expansive product selection, we provide our customers access to a one-stop shop for all their Safety and Janitorial needs, thus negating the need for multiple suppliers and reducing their costs. Additionally, we offer similar product choices from several vendors providing a "good-better-best" pricing scenario. Our pricing structure lets customers choose the appropriate item best-suited to their needs on the most cost-effective basis.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>JANITORIAL & FACILITY MAINTENANCE 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.</p> <p>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.</p>

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

Indicate below if the listed category or type 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
66	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	All-Purpose Cleaners & Degreasers (580 items) Bathroom, Tile & Toilet Bowl Cleaners (103 items) Floor Cleaners, Strippers & Sealers (176 items) Drain Cleaners and Openers (47 items) Detergents (136 items) Mold-Release Lubricants & Cleaners (29 items) Glass Cleaners (95 items) Bleach (12 items) Rust Removers & Corrosion Inhibitors (167 items) Carpet & Upholstery Cleaners (110 items) Metal, Stone & Furniture Polishes & Cleaners (63 items) Adhesive, Graffiti & Rust Removers (59 items) HVAC Cleaners & Scale Removers (48 items)

67	Janitorial equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	HEPA & Critical Vacuum Cleaners (103 items) Wet/Dry Vacs (66 items) Floor & Carpet Sweepers (65 items) Floor Buffer, Polisher & Scrubber Accessories (87 items) Vacuum Cleaner Parts & Accessories (71 items) Floor Pads, Bonnets & Screens (299 items) Vacuum Cleaner Attachments & Hose (246 items) Vacuum Cleaner Filters (130 items) Floor Buffers, Polishers & Scrubbers (116 items) Vacuum Cleaner Bags (111 items) Portable & Backpack Vacuum Cleaners (61 items) Magnetic Sweepers (54 items) Upright Vacuum Cleaners (43 items) Carpet & Floor Dryers (37 items) Sweeper Brushes & Accessories (27 items) Drum-Top Vacuum Heads (18 items) Carpet Cleaning Machine Hoses & Accessories (15 items) Carpet Cleaning Machines & Extractors (15 items) Sealants & Coatings (2 items) Pressure Washers Catalog (2 items) Carpet Cleaning Machines & Extractors (1 item)	*
68	Consumable items	<input checked="" type="radio"/> Yes <input type="radio"/> No	Facial Tissue (30 items) Toilet Tissue (64 items) Dispensers (426 items) Towels (561 items) Liquid Soap (225 items) Foam Soap (116 items) Hand Sanitizers (30 items) Antibacterial Wash (1 item)	*
69	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Brooms (769 items) Mops (786 items) Brushes (734 items) Trash Receptacles (265 items) Liners (247 items)	*
70	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Towels, Tissues, & Wipes (779 items) Cleaners (580 items)	*
71	Safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	gloves (7,814 items) masks (129 items) face shields and accessories (279 items) disposable aprons (62 items) safety signage (9,444 items) other safety products (934 items)	*
72	Janitorial or custodial-related software, applications, or platforms	<input checked="" type="radio"/> Yes <input type="radio"/> No	janitorial safety software (4 items)	*
73	Customer support, training or assessment services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Key MSC suppliers and dedicated MSC specialist provide assessments, training and support for our customers	*
74	Digital catalog with web-based purchasing	<input checked="" type="radio"/> Yes <input type="radio"/> No	www.mscdirect.com	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
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75	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.	MSC will assign a team of Sourcewell State Account Managers as main points of contact for the Sourcewell program for each of their respective territories. The State Account Managers will manage the components of program in their area, including customer support, training, logistics, reporting, and integration. The State Account Managers will conduct Business Reviews with their Sourcewell members. During these reviews, the State Account Manager will provide sales reporting, sale trends, best demonstrated practices, and cost-saving documentation, and discuss areas of improvement. Additionally, the Program Manager will conduct quarterly review with Sourcewell team to make sure MSC is on successful track.	*
76	Describe your capabilities for training new participating entities as it relates to the order process, accessing resources and training, and website navigation.	<p>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.</p> <p>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:</p> <ul style="list-style-type: none"> - 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: <ul style="list-style-type: none"> - 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 <p>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.</p> <p>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.</p> <p>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.</p>	*
77	If you are a dealer, distributor, or reseller, describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.	<p>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.</p> <p>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:</p> <p>Product Inspections: MSC performs a variety of inspections to ensure our customer's order accuracy. 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.</p> <p>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.</p> <p>Corrective Action Systems: MSC maintains documented processes for implementing formal corrective actions both internally, as well as with our supplier base.</p>	*

78	Describe your ability to address member concerns related to packaging, including product markings, safety, warnings, waste reduction, packaging toxicity, recycling and/or re-use, etc.	<p>In a continuation to address customer packaging needs and concerns, 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.</p>
79	Describe the extent to which your products promote sustainability, are recyclable or contain recycled materials.	<p>MSC has initiated and continues efforts to promote sustainability and environmental responsibility both within our product catalog offerings, as well as with actions within our facilities and neighboring communities. MSC has incorporated this commitment for social environmental responsibility into our Code of Conduct. The environmental safety and health (ES&H) sections of the Code of Conduct are provided below.</p> <p>Regulatory Compliances The Company intends to conduct its business in compliance with all applicable federal, state and local statutes and regulations governing wholesale distribution.</p> <p>Safety and Health Standards We are all responsible for maintaining a safe workplace by following safety and health rules and practices. MSC is committed to maintaining its workplace free from hazards, and to this end, will perform risk assessments to identify potential safety and health concerns and take appropriate measures to eliminate or control identified hazards as well as comply with regulations in this regard. We will provide safety training and equipment to protect associates from injury. Associates at all levels are expected to maintain safety awareness, act responsibly and employ sound judgment at all times, including by immediately reporting accidents, injuries and unsafe equipment/practices or conditions to a supervisor or other designated person. We recognize that our ability to serve our customers is enhanced by a safe and healthful work environment. We also recognize that ongoing associate input and education is key to proactively identifying and solving health and safety issues. Safety committees may be used to encourage associate involvement with identifying potential safety issues and developing solutions. We will actively work to continuously improve the safety of our associates.</p> <p>Our safety and health and safety standards are:</p> <p>Occupational Safety We will identify and control potential safety hazards through proper training design, engineering and administrative controls, preventative maintenance and safe work procedures. Where hazards cannot be removed or adequately controlled, we will provide personal protective equipment.</p> <p>Emergency Preparedness We will identify and assess potential emergency situations to minimize their impact on our associates and business through the creation of Emergency Action Plans and associate training.</p> <p>Occupational Injury and Illness We have procedures and systems in place to manage, track and report occupational injury and illness, including provisions to: encourage worker reporting; provide necessary medical treatment; investigate cases and implement corrective actions to prevent recurrence; and facilitate the return of associates to work.</p> <p>Industrial Hygiene Associate exposure to chemical and physical agents will be identified and controlled. When hazards cannot be adequately controlled by engineering and administrative means, associates will be provided with appropriate personal protective equipment.</p> <p>Product Safety We will quickly respond to and cease distribution of any products that have been identified to us with potential or known existing unacceptable health safety or environmental risks or do not comply with applicable law. We will strive to proactively ensure that suppliers provide us with products that are compliant with applicable laws and safe for use.</p> <p>Environmental Standards Environmental responsibility is an integral part of our business mission. Associates at all levels are required to follow company procedures designed to meet the standards set by applicable environmental regulations. We will strive to minimize environmental impacts from our operations to the communities that we operate in as well as natural resources. We will actively work to continuously improve our environmental protection programs. Our environmental standards are:</p> <p>Environmental Permits and Reporting We will obtain, maintain and keep current all required environmental permits and registrations necessary to conduct our business.</p> <p>Pollution Prevention and Resource Reduction We will strive to reduce or eliminate wastes at their source by means of process</p>

		<p>modifications, maintenance and facility processes, material substitution, conservation, and the recycling and reuse of materials.</p> <p>Hazardous Substances Chemical and other materials posing a hazard if released to the environment are to be identified and managed to ensure their safe handling, movement, storage, recycling or reuse and disposal</p> <p>Product Content Restrictions We will not knowingly sell non-compliant products to our Customers. We will maintain an Environmental Health and Safety 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.</p> <p>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 through the use of 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.</p> <p>In addition to the ES&H section of our Coded of Conduct, MSC also offers a wide variety of products that are designed to minimize their effect to the environment. See: https://www.mscdirect.com/resources/eco-friendly-supplies</p>
80	Describe your capability to identify third-party issued eco-labels, ratings or certifications for the products in your catalog related to environmental or green factors.	<p>MSC offers Eco-Friendly and/or Environmentally Preferred Products which can be accessed through our website: http://www.mscdirect.com/resources/eco-friendly-supplies.</p> <p>MSC supplies products that are currently certified or recognized by third-party organizations that evaluate and set environmental standards for products. Items are labeled with one of the following eco-labels:</p> <p>Green Seal - 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.</p> <p>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.</p> <p>ECOLOGO - 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.</p> <p>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.</p> <p>Forest Stewardship Council (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.</p> <p>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!</p> <p>NEMA (National Electrical Manufacturers Association) Premium - 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.</p> <p>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.</p> <p>Carpet and Rug Institute (CRI)</p>

		<p>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.</p> <p>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.</p> <p>Sustainable Forest 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 Programme 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.</p> <p>SCS Certified - 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.</p>
81	Describe the features of your digital catalog to include available standard and enhanced content (description, photo, pricing, stock availability, ship/delivery date, etc.)	<p>MSC was named B2B E-Commerce Player of the Year by Internet Retailer Magazine. The Annual Award recognizes 'excellent online purchasing experience' and was presented at the Internet Retailer Conference in June 2016. Sourcewell members can maintain MSC Punchout Catalogs via various integration partners, including SciQuest, Ariba, Periscope, and more.</p> <p>Our user-friendly and easy-to-navigate website, msdirect.com, gives Sourcewell end users full access to every product we have available, and allows Sourcewell to conveniently manage its entire account online. Offering numerous time- and cost-saving tools, our website can help Sourcewell create an efficient and productive procurement environment. As the website shares the same highly trained sales and support services as our traditional business, Sourcewell end users are guaranteed the same level of superior customer service it expects from MSC.</p> <p>Available 24 hours a day, seven days a week, msdirect.com includes a wealth of features, such as:</p> <ul style="list-style-type: none"> - View of more than 1,000,000 products and information, including images, real-time inventory availability, item number, price, description, attributes, specifications, quantity in stock and/or available for pick-up, manufacturer, unit of measure, manufacturer number, and catalog page. - Versatile search function — search by keyword, part description, vendor part number, competitor part number, or brand. Sourcewell end users can also utilize a drill-down navigation for searching with attribute refinement. - My Account — manage your account, track shipments pay invoices, and view history. You can even opt to receive order confirmation and order shipped e-mails, along with invoice and other workflow-related e-mails. - Big Book® — browse our virtual Big Book catalog, along with our other catalogs. - Customer and Vendor Managed Inventory (CMI/VMI) — access your CMI and VMI solutions. - View Sourcewell end user-specific pricing and also provide the ability to restrict what users can browse based on Sourcewell end user agreements. - Workflow processes where Sourcewell end user can assign roles and spending limits for users within your company. - Contact Customer Service Representatives via online chat, e-mail or toll-free telephone number. - All orders are backed by our Same-Day Shipping Guarantee. - Supports use of Procurement Cards as a payment mechanism.

<p>82</p>	<p>Describe your capabilities or limitations related to ordering and/or deliveries (minimum order requirements, order consolidation, expedited shipping/delivery, etc.)</p>	<p>MSC provides a variety of methods for ordering, including: EDI / XML orders, Email, Toll-free Telephone, Fax</p> <ul style="list-style-type: none"> - Free Standard Ground Delivery to Sourcewell Members - No Minimum Order Requirement - 99% Fill rate on orders placed <p>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 timeframe is contingent upon the requirements of the MSC Same-Day Shipping Guarantee below.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 83. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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."

Financial Strength and Stability (optional)

[Marketing Plan/Samples](#) - Safety 2019-2020.pdf - Thursday October 08, 2020 09:46:29

WMBE/MBE/SBE or Related Certificates (optional)

Warranty Information (optional)

[Pricing](#) - MSC.Sourcewell. Pricing Proposal.pdf - Monday October 12, 2020 18:57:19

Additional Document (optional)

Proposer's Affidavit

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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Peter Renz, Senior Contract Negotiator, Sid Tool Co., Inc. d/b/a 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_Janitorial Supplies_RFP_101320 Mon October 5 2020 10:21 AM	<input checked="" type="checkbox"/>	2
Addendum 4_Janitorial Supplies_RFP_101320 Fri September 11 2020 03:22 PM	<input checked="" type="checkbox"/>	1
Addendum 3_Janitorial Supplies_RFP_101320 Thu September 10 2020 10:32 AM	<input checked="" type="checkbox"/>	1
Addendum 2_Janitorial Supplies_RFP_101320 Wed September 2 2020 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum 1_Janitorial Supplies_RFP_101320 Fri August 21 2020 08:16 AM	<input checked="" type="checkbox"/>	2



MSC Pricing Proposal - RFP 101320
Janitorial Supplies and Equipment with Related Services
Discounts are based off MSC electronic catalog (www.mscdirect.com)

Percentage off List per Category

<u>Category</u>	<u>Discount</u>
<u>Janitorial</u>	<u>26% off</u>
<u>Safety</u>	<u>35% off</u>

Note: 15% off all other product not in Safety and Janitorial Categories (exception: machinery)