

Tracking No. 17070057

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
CITY OF LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

Industrial Supplies
NASPO Value Point Contract No. 1862
State of NE Contract No. 14283 OC

**Contractor:
Sid Tool Co Inc
DBA MSC Industrial Supply Co Inc
75 Maxess Rd
Melville, NY 11747-3151
904-519-6002**

Contact: Tim Woods timothy.woods@mscdirect.com

**CITY OF LINCOLN, LANCASTER COUNTY, NEBRASKA and
CITY OF LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT**

THIS CONTRACT, made and entered into by and between **Sid Tool Inc., DBA MSC Industrial Supply Co Inc., 75 Maxess Rd., Melville, NY 11747-3151** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision, and the City of Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between MSC Industrial Supply Company and NASPO Value Point administered by the State of Nevada, Contract No. 1862 and, and participating addendum with the State of Nebraska, Contract No. 14283 OC , for Industrial Supplies, which was prepared in accordance with the State of Nevada's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all materials and equipment necessary to supply and deliver Industrial Supplies for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the NASPO Value Point Contract between the State of Nevada and MSC Industrial Supply Company, Contract No. 1862, effective March 1, 2011.

WHEREAS, the Contractor, in response to the Owners' request to participate in said contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the NASPO Value Point Contract between the State of Nevada and MSC Industrial Supply Company, Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC, with only those exceptions stated herein; and

WHEREAS, the State of Nevada, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the NASPO Value Point Contract between the State of Nevada and MSC Industrial Supply Company, Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC State of Nevada and MSC Industrial Supply Company, Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide Industrial Supplies for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is upon execution through June 30, 2018.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed with mutual agreement by all parties.
 - 2.2 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing for these services are pursuant to the Contract between State of Nevada and MSC Industrial Supply Company, Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC.

The Owners will pay for products/service, according to the proposal pricing as included with the NASPO Value Point Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC, a copy thereof attached and made a part of this Contract. The Owners shall order on an as-needed basis for the duration of the contract. The total cost of products or services for City Departments shall not exceed \$35,000.00 during the contract term without approval by the City of Lincoln. The total cost of products or services for County agencies shall not exceed \$7,500.00 during the contract term without approval by the Lancaster County Board of Commissioners. The total cost of products or services for the City of Lincoln-Lancaster County Public Building Commission shall not exceed \$2,000.00 during the contract term without approval by the Board of the Public Building Commission.

- 3.1 Terms of payment shall be *net* thirty (30) days for all services meeting Owners Specifications and approval. Each location will have a separate account number and billing address. The Owners may choose to pay the vendor using an Electronic Funds Transfer. If this option is used, any discounts available to the State of Nevada shall be made available to the Owners.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and City of Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the City of Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County, Nebraska, and the City of Lincoln-Lancaster County Building Commission.

8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide Industrial Supplies.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

9. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the State of Nevada and MSC Industrial Supply Company, Contract No. 1862, and participating State of Nebraska Contract No. 14283 OC.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. NASPO Value Point Contract No. 1862
3. Participating State of Nebraska Contract No. 14283 OC
4. Tax forms

This Contract Agreement together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract upon completion of signatures on:

Vendor Signature Page
 City of Lincoln Signature Page
 Lancaster County Signature Page
 City of Lincoln-Lancaster County Public Building Commission Signature Page

Vendor Signature Page

CONTRACT
Industrial Supplies
NASPO Value Point Contract No. 1862
State of NE Contract No. 14283 OC
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sid Tool Co Inc., DBA MSC Industrial Supply Co Inc.

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

Address

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln Signature Page

CONTRACT
Industrial Supplies
NASPO Value Point Contract No. 1862
State of NE Contract No. 14283 OC
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sid Tool Co Inc., DBA MSC Industrial Supply Co Inc.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

CITY OF LINCOLN, NEBRASKA

City Clerk

Chris Beutler, Mayor

Approved by Executive Order No. _____

dated _____

Lancaster County Signature Page

**CONTRACT
Industrial Supplies
NASPO Value Point Contract No. 1862
State of NE Contract No. 14283 OC
City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sid Tool Co Inc., DBA MSC Industrial Supply Co Inc.**

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

**City of Lincoln-Lancaster County Public Building Commission
Signature Page**

CONTRACT
Industrial Supplies
NASPO Value Point Contract No. 1862
State of NE Contract No. 14283 OC
**City of Lincoln, Lancaster County and
City of Lincoln-Lancaster County Public Building Commission
Sid Tool Co Inc., DBA MSC Industrial Supply Co Inc.**

EXECUTION BY LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

ATTEST:

Public Building Commission Attorney

Chairperson, Public Building Commission

dated _____

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 1 of 2	ORDER DATE 06/14/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	
VENDOR ADDRESS: SID TOOL CO INC MSC INDUSTRIAL SUPPLY CO INC 75 MAXESS RD MELVILLE NY 11747-3151	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2017 THROUGH JUNE 30, 2018

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document State of Nevada RFP 1862

The State of Nebraska, Materiel Division, State Purchasing Bureau, has signed a Participating Addendum as part of the NASPO ValuePoint for Industrial Supplies with MSC Industrial Supply Company. This includes all items in the MSC Industrial Supply Company catalog, and has various discounts depending on the item(s) being purchased. NASPO ValuePoint 1862.

Contract to supply and deliver Industrial Supplies for the period July 1, 2017 through June 30, 2018.

This contract may be terminated by either party with thirty (30) days written notice.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the State of Nevada, Department of Administration, Purchasing Division).

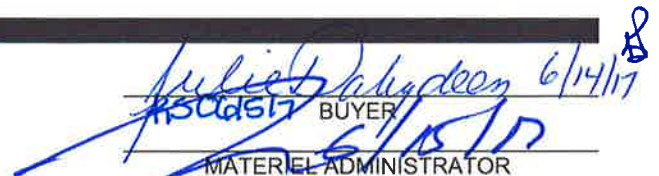
(For the File: The NASPO ValuePoint /MSC Industrial Supply Company Price Agreement contract period was effective March 1, 2011. The NASPO ValuePoint/MSC Industrial Supply Company Participating Addendum for Nebraska became effective on July 13, 2015).

Vendor Contact: Tim Woods
Phone: 904-519-6002
Fax: 904-519-6003
Email: timothy.woods@mscdirect.com

Participating Addendum Amendment One as attached. (fc 11/02/16)

Participating Addendum Amendment Two as attached. (fc 02/22/16)

Participating Addendum Amendment Three as attached. (vc 06/14/17)


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 2 of 2		ORDER DATE 06/14/17	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 536905			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	INDUSTRIAL SUPPLIES NASPO VALUEPOINT #1862	1,000,000.0000	\$	1.0000




BUYER INITIALS

**PARTICIPATING ADDENDUM
AMENDMENT THREE
NASPO Value Point**

**FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

MSC Industrial Supply Company

Nevada Contract Number: 1862
(hereinafter "Contractor")

And

State of Nebraska

(hereinafter "Participating State")

State Contract Number: 14283 OC

Page 1 of 1

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and MSC Industrial Supply Company (Contractor).

WHEREAS, the Lead State (Nevada) has a Contract with the Contractor identified as No. 1862 to provide Industrial Supplies. The State has entered into a Participating Addendum with the Contractor identified as 14283 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

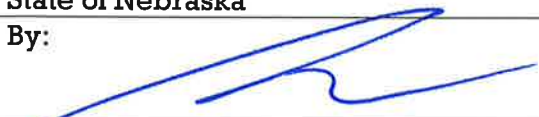
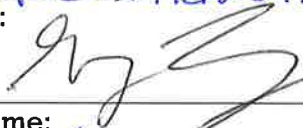
Effective upon execution:

1. Changes: The purpose of this Amendment Three is as follows:

a. Revising 9.b. Contract Period.

9.b. **CONTRACT PERIOD:** This Amendment is for the extension of this contract. The new expiration date will be June 30, 2018.

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

Participating State/Entity: State of Nebraska	Contractor: MSC Industrial Supply Co.
By: 	By: 
Name: Bo Botelho	Name: Greg Levy
Title: AS Materiel Administrator	Title: VP National Accounts + Growth
Date: 6/15/17	Date: 6/19/17

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 1 of 2	ORDER DATE 02/22/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	
VENDOR ADDRESS: SID TOOL CO INC MSC INDUSTRIAL SUPPLY CO INC 75 MAXESS RD MELVILLE NY 11747-3151	

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

MARCH 1, 2017 THROUGH JUNE 30, 2017

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document State of Nevada RFP 1862

The State of Nebraska, Materiel Division, State Purchasing Bureau, has signed a Participating Addendum as part of the NASPO ValuePoint for Industrial Supplies with MSC Industrial Supply Company. This includes all items in the MSC Industrial Supply Company catalog, and has various discounts depending on the item(s) being purchased. NASPO ValuePoint 1862.

Contract to supply and deliver Industrial Supplies for the period March 1, 2017 through June 30, 2017.

This contract may be terminated by either party with thirty (30) days written notice.

All political sub-divisions, cities, and counties intending to use this contract must contact MSC Industrial Supply Company to set up an account by signing a participating addendum. You must also reference the contract number on all purchase orders or corresponding documents to be eligible for discount pricing.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

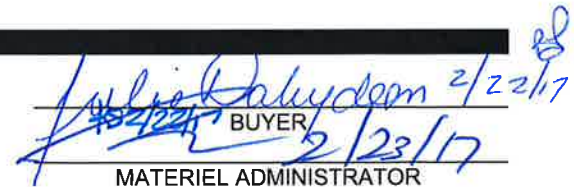
(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the State of Nevada, Department of Administration, Purchasing Division).

(For the File: The NASPO ValuePoint /MSC Industrial Supply Company Price Agreement contract period was effective March 1, 2011. The NASPO ValuePoint/MSC Industrial Supply Company Participating Addendum for Nebraska became effective on July 13, 2015).

Vendor Contact: Tim Woods
Phone: 904-519-6002
Fax: 904-519-6003
Email: timothy.woods@mscdirect.com

Participating Addendum Amendment One as attached. (fc 11/02/16)

Participating Addendum Amendment Two as attached. (fc 02/22/17)


BUYER
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 2 of 2	ORDER DATE 02/22/17
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	INDUSTRIAL SUPPLIES NASPO VALUEPOINT #1862	1,000,000.0000	\$	1.0000




BUYER INITIALS

**PARTICIPATING ADDENDUM
AMENDMENT TWO
NASPO Value Point**

FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of Nebraska
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 1 of 1

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and MSC Industrial Supply Company (Contractor).

WHEREAS, the Lead State (Nevada) has a Contract with the Contractor identified as No. 1862 to provide Industrial Supplies. The State has entered into a Participating Addendum with the Contractor identified as 14283 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:


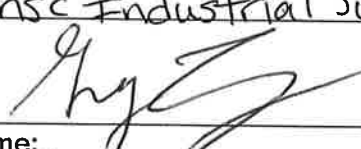
Effective upon execution:

1. **Changes:** The purpose of this Amendment Two is as follows:

a. Revising 9.b. Contract Period.

9.b. **CONTRACT PERIOD:** This Amendment is for the extension of this contract. The new expiration date will be June 30, 2017.

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

Participating State/Entity: State of Nebraska	Contractor: MSC Industrial Supply Co.
By: 	By: 
Name: Bo Botelho	Name: Greg Levy
Title: AS Materiel Administrator	Title: VP National Accounts + Govt.
Date: 2/23/17	Date: 2/7/17

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 1 of 2	ORDER DATE 11/02/16
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	
VENDOR ADDRESS: SID TOOL CO INC MSC INDUSTRIAL SUPPLY CO INC 75 MAXESS RD MELVILLE NY 11747-3151	

THE CONTRACT PERIOD IS:

JULY 13, 2015 THROUGH FEBRUARY 28, 2017

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document State of Nevada RFP 1862

The State of Nebraska, Materiel Division, State Purchasing Bureau, has signed a Participating Addendum as part of the NASPO ValuePoint for Industrial Supplies with MSC Industrial Supply Company. This includes all items in the MSC Industrial Supply Company catalog, and has various discounts depending on the item(s) being purchased. NASPO ValuePoint 1862.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

This contract may be terminated by either party with thirty (30) days written notice.

All political sub-divisions, cities, and counties intending to use this contract must contact MSC Industrial Supply Company to set up an account by signing a participating addendum. You must also reference the contract number on all purchase orders or corresponding documents to be eligible for discount pricing.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

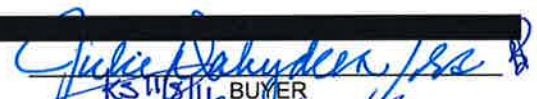
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the State of Nevada, Department of Administration, Purchasing Division).

(For the File: The NASPO ValuePoint /MSC Industrial Supply Company Price Agreement contract period was effective March 1, 2011. The NASPO ValuePoint/MSC Industrial Supply Company Participating Addendum for Nebraska became effective on July 13, 2015).

Vendor Contact: Tim Woods
Phone: 904-519-6002
Fax: 904-519-6003
Email: timothy.woods@mscdirect.com

Participating Addendum Amendment One as attached. (fc 11/02/16)


KS 11/3/16 BUYER
11/14/16
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14283 OC

PAGE 2 of 2		ORDER DATE 11/02/16	
BUSINESS UNIT 9000		BUYER JULIE DABYDEEN (AS)	
VENDOR NUMBER: 536905			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	INDUSTRIAL SUPPLIES NASPO VALUEPOINT #1862	1,000,000.0000	\$	1.0000




BUYER INITIALS

**PARTICIPATING ADDENDUM
AMENDMENT ONE
NASPO Value Point**

**FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT**

MSC Industrial Supply Company

Nevada Contract Number: 1862
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 1 of 3

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity"), and MSC Industrial Supply Company (Contractor).

WHEREAS, the Lead State (Nevada) has a Contract with the Contractor identified as No. 1862 to provide Industrial Supplies. The State has entered into a Participating Addendum with the Contractor identified as 14283 OC.

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective upon execution:

1. Changes: The purpose of this Amendment One is as follows:

- a. Revising #5. Primary Contacts
- b. Revising qq. Administrative Fee/Rebate Remittance Location.

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

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

Name: Tim Woods, Government Contracts Manager, State Accounts

**PARTICIPATING ADDENDUM
AMENDMENT ONE
NASPO Value Point**

FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT

MSC Industrial Supply Company

Nevada Contract Number: 1862
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 2 of 3

Address: MSC Industrial Supply Company, 75 Maxess Road
Melville, New York 11747
Telephone: (904) 519-6002
Cell: 303-218-0371
Fax: (904) 519-6003
E-mail: timothy.woods@mscdirect.com

Participating State (Entity)

Name: Julie Dabydeen, Buyer
Address: Department of Administrative Services
Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-1429
Fax: 402-471-2089
E-mail: julie.dabydeen@nebraska.gov

qq. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 240
Lincoln, NE 68508

OR

Contact the Nebraska State Treasurer's Office to set up electronic funds transfer.
Below is the address:
State Capitol, Room 2005
PO Box 94788
Lincoln, NE 68509-4788
Phone (402) 471-2455

**PARTICIPATING ADDENDUM
AMENDMENT ONE
NASPO Value Point**

**FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT**

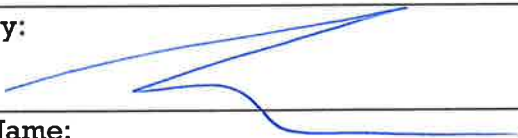
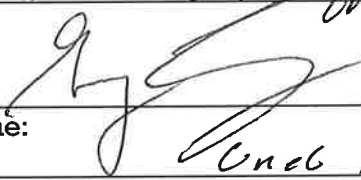
MSC Industrial Supply Company

Nevada Contract Number: 1862
(hereinafter "Contractor")

And

State of Nebraska
(hereinafter "Participating State")
State Contract Number: 14283 OC

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

Participating State/Entity: State of Nebraska	Contractor: <i>MSC Industrial Supply Co.</i>
By: 	By: 
Name: Bo Botelho	Name: <i>Chad Lewis</i>
Title: AS Materiel Administrator	Title: <i>UB</i>
Date: <i>11/19/16</i>	Date: <i>10/13/16</i>

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

PAGE 1 of 2	ORDER DATE 07/13/15
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	
VENDOR ADDRESS: SID TOOL CO, INC DBA MSC INDUSTRIAL SUPPLY CO INC 75 MAXESS RD MELVILLE NY 11747-3151	

CONTRACT NUMBER
14283 OC

AN AWARD HAS BEEN MADE TO THE VENDOR NAMED ABOVE FOR THE FURNISHING OF EQUIPMENT, MATERIAL, OR SUPPLIES AS LISTED BELOW FOR THE PERIOD:

JULY 13, 2015 THROUGH FEBRUARY 28, 2017

NO ACTION ON THE PART OF THE VENDOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE EQUIPMENT OR SUPPLIES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE EQUIPMENT OR SUPPLIES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR ITEMS FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR AND THE STATE OF NEBRASKA.

Original/Bid Document State of Nevada RFP 1862

The State of Nebraska, Materiel Division, State Purchasing Bureau, has signed a Participating Addendum as part of the Western States Contracting Alliance (WSCA) for Industrial Supplies with MSC Industrial Supply Company. This includes all items in the MSC Industrial Supply Company catalog, and has various discounts depending on the item(s) being purchased. WSCA 1862.

The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

This contract may be terminated by either party with thirty (30) days written notice.

All political sub-divisions, cities, and counties intending to use this contract must contact MSC Industrial Supply Company to set up an account by signing a participating addendum. You must also reference the contract number on all purchase orders or corresponding documents to be eligible for discount pricing.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

(For the File - This RFP and Contract are bid and awarded by the State of Nevada. All backup bids, etc. are retained by the State of Nevada, Department of Administration, Purchasing Division).

(For the File: The WSCA/NASPO/MS Industrial Supply Company Price Agreement contract period was effective March 1, 2011. The WSCA/NASPO/MS Industrial Supply Company Participating Addendum for Nebraska became effective on July 13, 2015).

If the Contractor is an individual or sole proprietorship, the following applies:

PK 7/14/15
7/13/15
Julie Dabydeen 7/14/15
BUYER 157-1315
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

PAGE 2 of 2	ORDER DATE 07/13/15
BUSINESS UNIT 9000	BUYER JULIE DABYDEEN (AS)
VENDOR NUMBER: 536905	

CONTRACT NUMBER
14283 OC

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The parties hereby agree that the following documents are incorporated into the contract resulting from this Invitation to Bid:

1. The signed Invitation to Bid Contract document;
2. The original ITB document;
3. Any Addenda and or Amendments to include Questions and Answers;
4. Warranty documents supplied with the bid;
5. The contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number 1 receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) ITB addenda or amendments, to include Questions and Answers, with the latest dated amendment having the highest priority, 3) the original ITB, 4) the signed ITB Contract document, 5) warranty documents supplied with the bid.

Any remaining uncertainty or ambiguity shall not be interpreted against either party because such party prepared any portion of the Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3 and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid.

Vendor Contact: David Ottenstein
Cell Phone: 904-519-6002
Fax: 904-519-6003
Email: ottenstd@mscdirect.com

(b) 07/09/15)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	INDUSTRIAL SUPPLIES WCSA #1862	1,000,000.0000	\$	1.0000


BUYER INITIALS

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 1 of 15

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

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

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

3. **Participating State Modifications or Additions to Master Price Agreement:**
(These modifications or additions apply only to actions and relationships within the executing Participating State.)
See State of Nebraska Standard Terms and Conditions below.

4. **Lease Agreements:**
Lease Agreements Are NOT Authorized By This Contract

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

Lead State

Name: Gail Burchett
Address: Nevada Department of Administration, Purchasing Division,
515 E. Musser Street, 3rd Floor, Carson City, NV 89701
Telephone: (775) 684-0172
Fax: (775) 684-0188
E-mail: gburchet@purchasing.state.nv.us

Contractor

Name: David Offenstein, State Government Team Manager
Address: MSC Industrial Supply Company, 75 Maxess Road
Melville, New York 11747
Telephone: (904) 519-6002
Fax: (904) 519-6003

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 2 of 15

E-mail: ottenstd@mscdirect.com

Participating State (Entity)

Name: Julie Dabydeen, Buyer
Address: Department of Administrative Services
Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-1429
Fax: 402-471-2089
E-mail: julie.dabydeen@nebraska.gov

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: 14283 OC and the Lead State price agreement number: 1862.

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

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

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 3 of 15

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

9. Changes: the following terms and conditions will be added to the Participating Addendum for the Participating State:

State of Nebraska
Standard Terms and Conditions

- a. **PRICES**
Prices shall be net, including transportation and delivery charges fully prepaid by the Contractor, F. O. B. Destination. No additional charges will be allowed for packing, packages or partial delivery costs.
- b. **CONTRACT PERIOD:** From the date of award through February 28, 2017.
- c. **COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**
The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this contract.
- d. **PERMITS, REGULATIONS, LAWS**
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.
- e. **OWNERSHIP OF INFORMATION AND DATA**
The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 4 of 15

royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

f. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

g. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contract. The contractor shall agree that it will not utilize any subcontractors not specifically included in this contract, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

h. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or agent who is working with the contract or in relation to this contract.

i. CONFLICT OF INTEREST

The contractor certifies that there does not now exist any relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this contract or project.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 5 of 15

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The contractor certifies that it will not employ any individual known by contractor to have a conflict of interest.

j. ERRORS AND OMISSIONS

The contractor shall not take advantage of any errors and/or omissions in this contract. The contractor must promptly notify the State of any errors and/or omissions that are discovered.

k. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

l. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

m. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

n. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

o. ADVERTISING

The contractor agrees not to refer to the contract in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

p. STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 6 of 15

shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

q. SITE RULES AND REGULATIONS

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

r. EARLY TERMINATION

The contract may be terminated as follows:

- 1) The State and the contractor, by mutual written agreement, may terminate the contract at any time.
- 2) The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 7 of 15

- 3) The State may terminate the contract immediately for any of the following reasons:
- a) if directed to do so by statute;
 - b) contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c) a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d) fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e) an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f) a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g) contractor intentionally discloses confidential information;
 - h) contractor has or announces it will discontinue support of the deliverable;
 - i) second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

s. **FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 8 of 15

t. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service/goods from other sources and hold the contractor responsible for any excess cost occasioned thereby.

u. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

v. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

w. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

x. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services/goods provided by the contractor

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 9 of 15

prior to receipt, and the contractor hereby waives any claim or cause of action for any such services/goods.

y. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services/goods with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

z. AUDIT REQUIREMENTS

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

aa. TAXES

Purchases of goods or services made by the State of Nebraska are exempt from the payment of Federal Excise Taxes, and exemption certificates will be furnished on request. State and local taxes are exempt by State Statute Section 77-2704 (l) (m). Exemption by statute precludes the furnishing of State exemption certificates.

bb. INSPECTION AND APPROVAL

Final inspection and approval of all work required and/or goods received under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 10 of 15

cc. CHANGES IN SCOPE/CHANGE ORDERS

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time.

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contract.

Corrections of any deliverable services/goods or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

dd. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

ee. CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

ff. LIMITATION OF LIABILITY

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3,

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 11 of 15

and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

gg. **INDEMNIFICATION**

1) **GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2) **INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this contract.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 12 of 15

3) **PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

hh. **NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

ii. **ANTITRUST**

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

jj. **TIME IS OF THE ESSENCE**

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

kk. **DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

ll. **EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 13 of 15

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

mm. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

nn. POLITICAL SUB-DIVISIONS

Contractor may extend the Contract to political subdivisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political subdivisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political subdivisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

oo. REPORTS

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

- 1) Purchase order number;
- 2) Description;

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 14 of 15

- 3) Quantity; and
- 4) Price.

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

Period End	Report Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

pp. **ADMINISTRATIVE FEE /REBATE**

The Contractor agrees to provide a quarterly administrative fee in the form of a check. The fee will be payable to the State for an amount equal to one percent (1%) the net sales (net of any returns, credits, or adjustments under this Addendum for the period. The Contractor's WSCA-NASPO pricing to the State shall not be adjusted to offset for the equivalent fee amount. Payments shall be made in accordance with following schedule:

Period End	Fee Due
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
[insert name of participating entity]
(hereinafter "Participating State")
State Contract Number: 14283 OC

Page 15 of 15

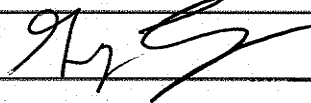

qq. **ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION**
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508

OR

Contact the Nebraska State Treasurer's Office to set up electronic funds transfer.
Below is the address:
State Capitol, Room 2005
PO Box 94788
Lincoln, NE 68509-4788
Phone (402) 471-2488

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

Participating State/Entity: State of Nebraska	Contractor: 
By: 	By: MSC Industrial
Name: Bo Botelho	Name: Greg Lewy
Title: As Materiel Administrator	Title: VP
Date: 7/16/15	Date: 7/2/15