

Addendum Effective Date:

#### COOPERATIVE PURCHASE AGREEMENT

July 29, 2011 - February 28, 2017, as renewed

Title:

Cooperative Name:	Western States Contracting Alliance (WSCA), now NASPO Value Point
Contractor:	MSC Industrial Supply
Master Price Agreement Number:	7-11-51-03
State of California Participation	

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions of a State of California political subdivision granted to any such subdivisions under the Master Price Agreement and State of California Participation Addendum, as such may be amended from time to time.

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

City and Contractor do hereby enter into this Agreement. Any person signing this Agreement on behalf of City or Contractor does represent and warrants that he or she has full authority to do so.

CITY OF STOCKTON	CONTRACTOR
	By:
City Manager	By: Signature
	Print name
ATTEST:	Title:
	[If Contractor is a corporation, signatures must
City Clerk	comply with Corporations Code §313]
APPROVED AS TO FORM:	Dv <i>r</i>
	By: Signature
City Attorney	
	Print name

# **WSCA Facilities MRO**

Multi-State Contracts for Facilities Maintenance Repair & Operation (MRO), Lighting Products, Industrial Supplies and Tools

**State of Nevada Contract Number 1862** 

WSCA Facilities MRO Webinar March 2011

# **Facilities MRO Sourcing Team**

Gail Burchett, Nevada – Lead State Procurement Facilitator

Ted Fosket, Alaska Michael Johnson, Nevada Andy Mobley, South Dakota cong Alliance **Bill Bolliger, Oregon** Larry Thacker, Utah Lee Costley, Arkansas Tony De Luca, Connecticut Keli Hardcastle, Nevada – Procurement Facilitator **Douglas Richins, WSCA** 

### **Procurement Process**

- Compliant with the State of Nevada Statutes
- Met with prospective vendors before release of RFP to discuss draft
- Release Date August 10, 2010
- Pre-Proposal Conference September 8, 2010
- Proposal opening date October 20, 2010

### Procurement Process cont.

Suppliers allowed to respond for all states but must be for one entire state and for one entire category

- Total Proposals Received 37
  - 1 received late
  - 10 did not meet mandatory requirements
  - 26 evaluated

### **Evaluation Process**

- Mandatory Requirements
- Desirable Features 500 possible points
- Pricing 500 possible points
- Grand total

1,000 total points

#### Awardees

#### ALL STATES – All Categories

- W. W. Grainger, Inc. 907.79
- Fastenal Company 840.26
- MSC Industrial Supply 801.02
   INDIVIDUAL STATES Specific Categories
- Codale Electric (ID,NV,UT,WY)
- Conserve A Watt (CO,UT)
- Industrial Supply (AZ,ID,NV,UT)
- North Coast Electric (AK,AZ,ID,OR,WA)

#### Two Different Types of Multiple Awards.

#### 1. Multiple Award All States: All Categories

Fastenal Company W. W. Grainger, Inc. MSC Industrial Supply

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#### 2. Multiple Award for Individual States:

**Codale Electric** 

Lamp Category Only Idaho – Nevada – Utah - Wyoming

**Conserve A Watt** 

Lamp Category Only Colorado – Utah

#### **Industrial Supply Company**

Paint, Batteries, Cleaning, Hand tools, power tools, Garden tools and supplies, Fasteners, Security and Welding only Arizona –Idaho - Nevada – Utah

#### **North Coast Electric**

Lamp and Batteries Categories Only Alaska – Arizona – Idaho – Oregon - Washington

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#### Mandatory Contract Requirements

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

#### Scored Desirable Features of the Contract

- Return Policy
- Distribution Points and Product Availability
- Contract Management
- E Commerce and Web Capabilities
- Delivery Implementation and Communication
- Shipping Policy
- Implementation of Contract
- Reporting Capabilities
- Sustainability Practices
- Disaster Recovery both Information and Assistance to States During an emergency
- ESB/MBE/WBE, DVOB and CRP / QRF
- Retail Store Purchases/Will Call
- Contract Growth Incentives

#### Market Basket

# Based on over 1,400 items in 18 categories from all states contract usage in 2009

(estern States Contracting Alliance)

#### **Specific Pricing for each Market Basket Item**

#### Categories

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

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# Category Discount off list for non-market basket items comparisons Per Contractor

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### Percentage Off list

- Fastenal 23% for all categories except fasteners (55%)
- MSC 12% for all categories
- Grainger 15% 45% depending on the category
- Codale % off list on an "per order" basis
- Conserve A Watt % off list on an "per order" basis
- Industrial Supply Co 39% for all offered categories
- North Coast 10% for all offered categories

# Contract Highlights

#### **Per Contractor**

Western States Contracting Alliance

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### FASTENAL

#### Key Elements of this contract are:

- Excellent Market Basket Pricing all Categories
- Online Catalog, Ordering and Reporting Capabilities
- Customized WSCA catalog
- Representatives located throughout each State
- Excellent Disaster Recovery/Emergency Assistance Plan
- Training at no charge available
- Strong in MBE/WBE etc.
- Over 2300 Store locations through out U.S.
- Offer Incentive Program of 2% discount after over all sales reach \$50,000,000
- Special pricing for large volume single orders

#### FASTENAL

 Freight Policy:
 No freight charges on catalog item orders (Alaska, Hawaii may have up charge)

stern States Contracting Alliance

- Shipping:

Deliveries of in-stock items 24-48 hours after receipt of order

Many store locations within each State – Local stores will stock most used items at their location

#### **FASTENAL** Representative Information

Name:Donnalee Papenfuss, WSCA<br/>Contract AdministratorTelephone:(507) 453-8339Fax:(507) 494-7669E-mail:dpapenfu@fastenal.com

### MSC

Key Elements of this contract are:

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

Attachment E

#### MSC

 Freight Policy:
 No freight charges on catalog item orders (Alaska, Hawaii may have up charge)

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- Shipping:

Deliveries of in-stock items 24 hours after receipt of order if order is received by 8:00 p.m.

#### MSC

#### **Representative Information**

Name:David Ottenstein, State Government<br/>Team ManagerTelephone:(904) 519-6002Fax:(904) 519-6003E-mail:ottenstd@mscdirect.com

Key Elements of this contract are:

- Previous WSCA contract holder for 9 years
- Excellent Market Basket Pricing all Categories
- Online Catalog, Ordering and Reporting Capabilities
- Customized WSCA catalog
   Contracting Alliance
- Real time inventory available on website
- Representatives located throughout each State
- Excellent Disaster Recovery/Emergency assistance plan
- Training at no charge available
- Strong in MBE/WBE etc.
- Incentive Plan better discounts as volume increases
- Special pricing for large volume single orders

- Special Incentive Plan Per State: <u>Single Award Administrative Fee/Rebate</u>:
- Participating State issues Grainger a single, exclusive, sole award will receive additional 2% Single Award Administrative Fee
- Single Award, Grainger will also provide the State with a Specific Market Basket of 100 critical items for that State that will be aggressively priced ("Customized Market Basket")
- Participating State will be eligible for such Single Award Administrative Fee and the Customized Market Basket for so long as Grainger is the sole provider of MRO products to the State.

- Freight Policy:

No freight charges including Alaska and Hawaii

astern States Contracting Alliance

- Shipping:

Deliveries 24 -48 hours after receipt of order Sourced items may require longer delivery Many store locations within each State Many Distribution Centers through out U.S.

**Representative Information** 

Name:Doug D'Alessio, Senior Government<br/>Sales ManagerTelephone:(916) 503-0229Fax:(916) 471-0515E-mail:Doug.M.D'Alessio@grainger.com

#### CODALE ELECTRIC Idaho, Nevada, Utah and Wyoming

**Key Elements of this contract are:** 

Awarded offering for Lamps and Ballast Category Only

- Excellent Market Basket Pricing for Category
- Representation in the named States
- Excellent customer service (based on past history with Utah)
- Website user friendly
- Training at no charge available
- Strong in sustainability practices
- Special pricing for large volume single orders

# **CODALE ELECTRIC**

- Freight Policy: No freight charges

- Shipping: Deliveries of in-stock items 24 -48 hours after receipt of order if order

#### CODALE ELECTRIC Representative Information

Name:Larry Collard, Lighting SpecialistTelephone:(801) 975-7300Fax:(801) 977-8833E-mail:larryc@codale.com

# CONSERVE-A-WATT Colorado and Utah

Key Elements of this contract are: Awarded offering for Lamps and Ballast Category Only

- Excellent Market Basket Pricing for Category
- Representation in the named States -
- Implementation within 30 days for named States
- Training at no charge available
- Strong in sustainability practices
- Special pricing for large volume single orders

Attachment E

#### CONSERVE-A-WATT

- Freight Policy: No freight charges
- Shipping: Deliveries of in-stock items 24 -48 hours after receipt of order

# **CONSERVE-A-WATT**

#### **Key WSCA Contact person:**

Name: Telephone: Fax:

E-mail:

Sarah Hanus, Administrator (303) 629-0066 or (800) 666-5483 (303) 893-3315 sarah@cawlighting.com

# INDUSTRIAL SUPPLY Arizona, Nevada, Utah

**Key Elements of this contract are:** 

- Awarded multiple categories based on excellent market basket pricing.
- Paint, Batteries, Cleaning, Hand Tools, Power Tools, Garden Tools and Supplies, Fasteners, Security and Welding
- Representative available in the named States
- Quick Implementation plan for named States

# INDUSTRIAL SUPPLY

- Freight Policy: No freight charges
- Shipping: Deliveries of in-stock items 48 hours after receipt of order if order
- **Training:**

Training at no charge available

### INDUSTRIAL SUPPLY

NameChris Bateman, Vice PresidentTelephone:(801) 484-8644Fax:(801) 487-0469E-mail:cbateman@indsupply.com

# NORTH COAST ELECTRIC

Alaska, Arizona, Idaho, Oregon and Washington

Key Elements of this contract are:

- Awarded offering for Lamps and Ballast and Batteries Categories Only
- Excellent Market Basket Pricing for named categories
- Representation in the named States
- Discrepancy report reviewed daily
- Disaster Recovery Plan for State Emergencies
- Training at no charge available

# NORTH COAST ELECTRIC

- Freight Policy: No freight charges within named States

Western States Contracting Alliance

### - Shipping:

Deliveries of in-stock items 48 hours after receipt of order if order

# NORTH COAST ELECTRIC

Name:Karry D. Yoerger,<br/>Business Automation ManagerTelephone:(503) 630-2770Fax:(503) 630-2779E-mail:kyoerger@ncelec.com

# Who Can Use

- All Participating WSCA States
- All Participating NASPO States
- Any Political Sub-Division with permission from Participating State and the Chief Procurement Official

# WSCA Contact Manager Info.

- Gail Burchett, Purchasing Officer II
  - State of Nevada
  - (775) 684-0172
  - gburchet@purchasing.state.nv.us
- Keli Hardcastle, Purchasing Technician II State of Nevada (775) 684-0187

khardcastle@purchasing.state.nv.us

# Next Steps

 Each Participating State needs to execute Participating Addendum(s) as desired with selected contractors

Vestern States Contracting Alliance

Participating Addendum Process

## Where's the Information

- Nevada State Purchasing Website
   <u>http://purchasing.state.nv.us/</u>
- WSCA Website:
  - www.aboutwsca.org or www.wsca.info

# Through the Participating Addendums, States May

- Select Contractors
- Include their own Politic State Administrative Fee
- Include (unique) required Terms and Conditions

 Identify options for Political Subdivisions



**Eligibility Process** 



- In all cases STATE CHIEF PROCUREMENT
   OFFICIAL will have the final say on who can and cannot participate within a state
- The WNCDT will contact State Chief Procurement Officials directly to start process (so expect emails from <u>wncoopdt@gmail.com</u>)
- All 50 states and DC have executed the NASPO Cooperative MOA, so are eligible to use any WSCA or NASPO cooperative contract, at their choice





- Participation at several different levels (can be confusing so we will ask lots of questions, please be patient)
- 1. State signs a Participating Addenda for entire state and its cooperative purchasing venture
  - Every legally eligible entity in the state can use
- 2. State signs a Participating Addenda ONLY for non state entities
  - Every legally eligible entity that is not a STATE agency can use
- 3. State does not sign a Participating Addenda
  - Every political subdivision PA within that state must be approved by the state chief procurement official
    - Sometimes individually
    - Sometimes by entity



**Participation Process** 



 In case you determine that you will not enter into a state-level participating addendum, the WNCDT would like to understand how you want to proceed if other governmental or potentially eligible entities might want to participate

Especially for non-profit entities (501(c)(3))

- The WNCDT will process questions from potentially eligible entities for you, unless you specifically tell us to do something else
- The following process will be used when other states or entities wish to participate







### How do we get people signed up?

- 1 email request from entity (can be through contract providers) as long as these details are included: contact individual's name, full name of entity, phone number, email address, physical address
- 2 WNCDT will email state director and request authorization for participation
- 3 WNCDT will email back both contract providers and entity with authorization to proceed to complete the participating addendum
- 4 Entity completes the contract provider's draft participating addendum (from the WNCDT), negotiates signs it and forwards it to contract providers point of contact [this can be done by scanning signed documents if that is permitted by the entity]
- 5 Contract providers point of contact signs participating addendum and forwards to WNCDT at <u>wncoopdt@gmail.com</u>
- 6 WNCDT will annotate on the participating addendum state authorization, create a PDF file of the participating addendum and the state authorization
- 7 WNCDT will forward copies of the PDF file to entity, contract providers point of contact and the entity

WSCA/NASPO Cooperative Development Team (Kate and Paul) will complete steps 6 and 7 in one working day



### Then What?



- Participating addenda will be posted on NASPO and WSCA websites
  - This is done to provide easy, direct access for your agencies, political subdivisions and other entities eligible to participate under your authority
- Contract Providers can create and maintain state specific landing pages from their main contract landing page



### Thank You



- Please let the WNCDT know if we can be of any assistance:
  - Kathryn Offerdahl, WSCA/NASPO Cooperative
     Development Analyst
     (kofferdahl@armms.com)
  - Paul Stembler, WSCA/NASPO Cooperative
     Development Coordinator
     (pstembler@amrms.com)
  - We use <u>wncoopdt@gmail.com</u> to keep traffic about these contracts concentrated in one location

Attachment E

# **Questions** ??

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Attachment E

# THANK YOU

Western States Contracting Alliance

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#### STATEWIDE MASTER SERVICE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

#### A Contract between the Western States Contracting Alliance Acting by and through the State of Nevada Department of Administration, Purchasing Division 515 E Musser Street, Room 300 Carson City Nevada 89701 Contact: Gail Burchett, Purchasing Officer Telephone: (775) 684-0172 • Facsimile: (775) 684-0188 And MSC Industrial Supply Company 75 Maxess Road Melville, New York 11747 Contact: David Ottenstein, State Government Team Manager Telephone: (904) 519-6002 • Facsimile: (904) 519-9003

Pursuant to Nevada Revised Statute (NRS) 277.100, NRS 277.110, NRS 333.162(1) (d), and NRS 333.480 the Chief of the Purchasing Division of Nevada is authorized to enter into cooperative group-contracting consortium.

The Western States Contracting Alliance is a cooperative group-contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

In consideration of the above premises, the parties mutually agree as follows:

1. <u>REQUIRED APPROVAL</u>. This contract shall not become effective until and unless approved by the Western States Contracting Alliance Board of Directors.

2. <u>DEFINITIONS</u>. "WSCA" means the Western States Contracting Alliance. "State" and/or "Lead State" means the State of Nevada and its state agencies, officers, employees and immune contractors as defined in NRS 41.0307. "Participating State(s)" means state(s) that have signed (and not revoked) an Intent to Contract at the time of the award of this contract, or who have executed a Participating Addendum. "Buyer" means any WSCA agency or political subdivision participating under this contract. "Contractor" and/or Contracting Agency" means a person or entity that performs services and/or provides goods for WSCA under the terms and conditions set forth in this contract. "Solicitation" means RFP # 1862 incorporated herein as Attachment BB. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.

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

4. <u>CANCELLATION OF CONTRACT</u>; NOTICE. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of the Solicitation may be canceled by either party upon written notice sixty (60) days prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon thirty (30) days written notice, unless otherwise limited or stated in the special terms and conditions of the Solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. <u>INCORPORATED DOCUMENTS</u>. The parties agree that the scope of work shall be specifically described; this contract incorporates the following attachments in descending order of constructive precedence:

#### ATTACHMENT AA: STATE OF NEVADA SOLICITATION # 1862 and all AMENDMENTS. ATTACHMENT BB: CONTRACTOR'S ORIGINAL RESPONSE

A Contractor's attachment shall not contradict or supersede any WSCA specifications, terms or conditions without written evidence of mutual assent to such change appearing in this contract.

7. <u>ASSENT</u>. The parties agree that the terms and conditions listed on incorporated attachments of this contract are also specifically a part of this contract and are limited only by their respective order of precedence and any limitations specified.

8. <u>BID SPECIFICATIONS</u>. Contractor certifies that any deviation from the specifications in the scope of work, incorporated herein as part of Attachment BB, have been clearly indicated by Contractor in its response, incorporated herein as Attachment CC; otherwise, it will be considered that the bid is in strict compliance. Any BRAND NAMES or manufacturers' numbers are stated in the specifications are intended to establish a standard only and are not restrictive unless the Solicitation states "no substitute," and unless so stated, bids have been considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate bids offering lower quality or inferior performance have not been considered.

9. <u>ACCEPTANCE OR REJECTION OF BIDS, AND AWARD</u>. WSCA has the right to accept or reject any or all bids or parts of bids, and to waive informalities therein. This contract is based the lowest responsive and responsible bid and meets the specifications of the Solicitation and terms and conditions thereof. Unless stated otherwise in the Solicitation, WSCA has the right to award items separately or by grouping items in a total lot.

10. <u>BID SAMPLES</u>. Any required samples have been specifically requested in the Solicitation. Samples, when required, have been furnished free of charge. Except for those samples destroyed or mutilated in testing, samples will be returned at a bidder's request, transportation collect.

11. <u>CONSIDERATION</u>. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost <u>as listed in the Pricing Section of Contractors Proposal known as Attachment CC</u> Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance

with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Contracted prices represent ceiling prices for the supplies and services offered. The Contractor shall report to the Lead State any price reduction or discount, or other more favorable terms offered to any Purchasing Entity and the Contractor agrees to negotiate in good faith to re-establish ceiling prices or other more favorable terms and conditions applicable to future orders. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. WSCA does not guarantee to purchase any amount under this contract. Estimated quantities in the Solicitation are for bidding purposes only and are not to be construed as a guarantee to purchase any amount. Unless otherwise stated in the special terms and conditions offers made in accordance with the Solicitation must be good and firm for a period of ninety (90) days from the date of bid opening. Bid prices must remain firm for the full term of the contract. In the case of error in the extension of prices in the bid, the unit prices will govern. If Contractor has quoted a cash discount based upon early payment; discounts offered for less than thirty (30) days have not been considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise. WSCA is not liable for any costs incurred by the bidder in proposal preparation.

12. <u>PAYMENT</u>. Payment for completion of a contract is normally made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After forty-five (45) days the Contractor may assess overdue account charges up to a maximum rate of one (1) percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Participating State's "Purchasing Card."

13. <u>TAXES</u>. Prices shall be exclusive of state sales and federal excise taxes. Where a Participating State is not exempt from sales taxes on sales within its state, the Contractor shall add the sales taxes on the billing invoice as a separate entry. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. The Lead State's real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and NRS 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this contract. Nevada may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

14. <u>FINANCIAL OBLIGATIONS OF PARTICIPATING STATES</u>. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the Solicitation, the resulting award(s) will be permissive.

15. <u>ORDER NUMBERS</u>. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

16. <u>REPORTS</u>. The Contractor shall submit quarterly reports to the WSCA Contract Administrator showing the quantities and dollar volume of purchases by each Participating State.

17. <u>DELIVERY</u>. The prices bid shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the

special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back-ordered shall be shipped without charge.

18. <u>HAZARDOUS CHEMICAL INFORMATION</u>. The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to any Buyer. All safety data sheets and labels will be in accordance with each Participating State's requirements.

19. <u>INSPECTIONS</u>. Goods furnished under this contract shall be subject to inspection and test by the Buyer at times and places determined by the Buyer. If the Buyer finds goods furnished to be incomplete or in non-compliance with bid specifications, the Buyer may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Buyer, the Buyer may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Buyer's rights including the rights and remedies associated with revocation of acceptance under the Uniform Commercial Code.

20. INSPECTION & AUDIT.

a. Books and Records. The Contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to WSCA, the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection <u>& Audit</u>. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by WSCA; the United States Government; the State Auditor or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. <u>Period of Retention</u>. All books, records, reports, and statements relevant to this contract must be retained a minimum four (4) years after the contract terminates or until all audits initiated within the four (4) years have been completed, whichever is later, and for five (5) years if any federal funds are used in the contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

21. <u>CONTRACT TERMINATION</u>. Any of the following events shall constitute cause for WSCA to declare Contractor in default of the contract: (1) nonperformance of contractual requirements; and/or (2) a material breach of any term or condition of this contract. WSCA shall issue a written notice of default providing a period in which Contractor shall have an opportunity to cure. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages. If the default remains, after Contractor has been provided the opportunity to cure, WSCA may do one or more of the following: (1) exercise any remedy provided by law; (2). terminate this contract and any related contracts or portions thereof; (3) impose liquidated damages; and/or (4) suspend Contractor from receiving future bid solicitations.

<u>Winding Up Affairs upon Termination</u>. In the event of termination of this contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by WSCA;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this contract if so requested by WSCA;

iv. Contractor shall preserve, protect and promptly deliver into WSCA's possession all proprietary information in accordance with paragraph (31).

22. <u>REMEDIES</u>. Except as otherwise provided for by law or this contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for attorneys employed by the Lead State. Nevada may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

23. <u>LIMITED LIABILITY</u>. Nevada will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any breach by the Lead State shall never exceed the amount of funds appropriated for payment under this contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

24. <u>FORCE MAJEURE</u>. Neither party to this contract shall be deemed to be in violation of this contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the contract after the intervening cause ceases. WSCA may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

25. <u>INDEMNIFICATION</u>. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, Nevada from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. The Contractor shall release, protect, indemnify and hold WSCA and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers. 26. <u>INSURANCE SCHEDULE</u>. Unless expressly waived in writing by the Lead State or Participating States, must carry policies of insurance in amounts specified in this Insurance Schedule and/or any Insurance Schedule agreed by Contractor and a Participating State via a participating addendum, and pay all taxes and fees incident hereunto. The Lead State and Participating States shall have no liability except

as specifically provided in the contract. The Contractor shall not commence work before: 1) Contractor has provided the required evidence of insurance to the Lead State.

The Lead State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this contract. Any failure of the Lead State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage**: The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the contract the following insurance conforming to the minimum requirements specified below. Unless specifically stated herein or otherwise agreed to by the Lead State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the Lead State of the completion of this contract; or

2. Such time as the insurance is no longer required by the Lead State under the terms of this contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the Lead State, Contractor shall provide the Lead State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the contract, an insurer or surety shall fail to comply with the requirements of this contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

#### Workers' Compensation and Employer's Liability Insurance

- 1) Contractor shall provide proof of worker's compensation insurance.
- 2) Employer's Liability insurance with a minimum limits of \$500,000 each employee per accident for bodily injury by accident or disease.

#### **Commercial General Liability Insurance**

1) Minimum Limits required:

<u>\$2,000.000.00</u> General Aggregate <u>\$1,000,000.00</u> Products & Completed Operations Aggregate

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#### **<u>\$0.00</u>** Personal and Advertising Injury

#### **<u>\$1,000,000.00</u>** Each Occurrence

2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

#### **Business Automobile Liability Insurance**

- 1) Minimum Limit required: \$500,000.00 Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles). The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

#### <u>Professional Liability Insurance</u> – This section shall be addressed in each State's Participating Addendum.

- 1) Minimum Limit required: \$\_\_\_\_\_Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

#### Umbrella or Excess Liability Insurance

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

#### **General Requirements:**

b. <u>Waiver of Subrogation</u>: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.

- c. <u>Cross-Liability</u>: All required liability policies shall provide cross-liability coverage as would be achieve under the standard ISO separation of insureds clause.
- d. <u>Deductibles and Self-Insured Retentions</u>: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the Lead State or Participating States. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed five thousand dollars (\$5,000.00) per occurrence, unless otherwise approved.
- e. <u>Policy Cancellation</u>: Except for ten (10) days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the Lead State, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address identified on page 1 of the contract.
- f. <u>Approved Insurer</u>: Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the Lead State and Participating States or eligible surplus lines insurers acceptable to the Lead State and Participating States and having agents upon whom service of process may be made, and

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2) Currently rated by A.M. Best as "A- VII" or better.

#### **Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the Lead State:
1) <u>Certificate of Insurance</u>: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
2) <u>Schedule of Underlying Insurance Policies</u>: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

<u>Review and Approval</u>: Documents specified above must be submitted for review and approval by the Lead State prior to the commencement of work by Contractor. Neither approval by the Lead State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this contract. Compliance with the insurance requirements of this contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the Lead State or others, and shall be in addition to and not in lieu of any other remedy available to the Lead State or Participating States under this contract or otherwise. The Lead State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

#### Mail all required insurance documents to the Lead State identified on page one of the contract.

27. <u>COMPLIANCE WITH LEGAL OBLIGATIONS</u>. Any and all supplies, services and equipment bid and furnished shall comply fully with all applicable Federal and State laws and regulations. Contractor shall procure and maintain for the duration of this contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this contract. The Lead State may setoff against consideration due any delinquent government obligation in accordance with NRS 353C.190.

28. <u>WAIVER OF BREACH</u>. Failure to declare a breach or the actual waiver of any particular breach of the contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

29. <u>SEVERABILITY</u>. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions 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.

30. <u>ASSIGNMENT/DELEGATION</u>. To the extent that any assignment of any right under this contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this contract. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA Contract Administrator.

31. <u>OWNERSHIP OF PROPRIETARY INFORMATION</u>. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this contract shall be the exclusive property of WSCA and all such materials shall be delivered into WSCA possession by Contractor upon completion, termination, or cancellation of this contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of WSCA. Notwithstanding the foregoing, WSCA shall have no proprietary interest in any materials licensed for use that are subject to patent, trademark or copyright protection.

32. <u>PATENTS, COPYRIGHTS, ETC</u>. The Contractor shall release, indemnify and hold WSCA, the State, and Participating States and their officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

33. <u>PUBLIC RECORDS</u>. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

34. <u>CONFIDENTIALITY</u>. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this contract.

35. <u>NONDISCRIMINATION</u>. Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Contractor further agrees to furnish information and reports to requesting Participating Entities, upon request, for the purpose of determining compliance with these statutes. Contractor agrees to comply with each individual Participating State's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the Contractor fails to comply with the provisions of these laws and regulations. Contractor must include this provision in very subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

36. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this contract:

a. Contractor certifies, by signing this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

37. <u>LOBBYING</u>. The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

a. Any federal, state, county or local agency, legislature, commission, counsel or board;

b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or

c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

38. <u>NON-COLLUSION</u>. Contractor certifies that this contract and the underlying bid, have been arrived at independently and have been without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition.

39. WARRANTIES.

a. <u>Uniform Commercial Code</u>. The Contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any special purposes that the Buyer has relied on the Contractor's skill or judgment to consider.

b. <u>General Warranty</u>. Contractor warrants that all services, deliverables, and/or work product under this contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

c. <u>System Compliance</u>. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century

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recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century.

40. <u>CONFLICT OF INTEREST</u>. Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating sates to secure favorable treatment with respect to being awarded this contract.

41. <u>INDEPENDENT CONTRACTOR</u>. Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

42. <u>POLITICAL SUBDIVISION PARTICIPATION</u>. Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the WSCA Participating States shall be voluntarily determined by the political subdivision. The Contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

43. <u>PROPER AUTHORITY</u>. The parties hereto represent and warrant that the person executing this contract on behalf of each party has full power and authority to enter into this contract. Contractor acknowledges that as required by statute or regulation this contract is effective only after approval by the WSCA Board of Directors and only for the period of time specified in the contract. Any services performed by Contractor before this contract is effective or after it ceases to be effective are performed at the sole risk of Contractor. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.

44. <u>GOVERNING LAW: JURISDICTION</u>. This contract and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the state of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of the First Judicial District Court, Carson City, Nevada for enforcement of this contract. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum or shall be in the Purchasing State.

45. <u>SIGNATURES IN COUNTERPART</u>. Contract may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one in the same instrument.

46. <u>ENTIRE CONTRACT AND MODIFICATION</u>. This contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this contract specifically displays a mutual intent to amend a particular part of this contract, general conflicts in language between any such attachment and this contract shall be construed consistent with the terms of this contract. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA Contract Administrator.

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

2/10/1

Date

Independent Contractor's Signature

Signature

Aug Smith

Greg Smith, Administrator, State of Nevada

Date Title

APPROVED BY WSCA BOARD OF DIRECTORS

Vice President tional Accounts & Government

Independent's Contractor's Title

2 - 24 - 11 (Date) On

Approved as to form by:

Deputy Attorney General for Attorney General

On 25 Feb 11 (Date)

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#### 1. Scope:

This Participating Addendum covers the purchase of Facilities Maintenance, Lighting Products, Industrial Supplies and Tools for all State Agencies and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

State Agencies are prohibited from using this contract in accordance with Management Memo 05-11, except for those categories not offered under the Statewide Mandatory Contract (formerly Strategically Sourced Contract) for Maintenance and Operating Supplies (MRO).

THE SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS APPLY TO THE ORDERING AGENCY. IF OR WHEN MSC INDUSTRIAL SUPPLY COMPANY, AS A VENDOR, IS NOTIFIED BY ORDERING AGENCY THAT A SPECIFIC PURCHASE OR PURCHASES ARE BEING MADE WITH ARRA FUNDS, MSC INDUSTRIAL SUPPLY COMPANY AGREES TO COMPLY WITH THE DATA ELEMENT AND REPORTING REQUIREMENTS THAT ARE LEGALLY REQUIRED OF PROVIDERS OF GOODS AND RELATED SERVICES. MSC INDUSTRIAL SUPPLY COMPANY, AS IT RELATES TO PURCHASES UNDER THIS CONTRACT IS NOT A SUBCONTRACTOR OR SUBGRANTEE, BUT SIMPLY A PROVIDER OF GOODS AND RELATED SERVICES

#### 2. TECHNICAL SPECIFICATIONS

Technical specifications, which apply to both State and local government, include recently implemented State Regulations. In addition, the specifications include product requirements when purchased by state agencies. Suppliers shall comply with all laws, regulations and technical specifications provided herein.

- a. Only thermostat products where the manufacturer is in compliance with The Mercury Thermostat Collection Act of 2008 shall be offered for sale in the State of California. Mercury-added thermostats and thermostats offered by a non-compliant manufacturer are prohibited for sale within the State of California. [California Health and Safety Code Sections 25214.8.10-25214.8.20 (HSC §25214.8.10- §25214.8.20)]
- b. Consumer products containing volatile organic compounds (VOC) shall be compliant with the laws and regulations for reducing the emissions of consumer products. Contractor is required to report sales in accordance with this regulation. [Title 17 California Code of Regulations Sections 94507-94517. (17CCR§ 94507-94517)] See <u>Regulations for Reducing Emissions in Consumer Products</u> for further information. VOC containing products shall identify the percent VOC by weight in the catalog product description and where available, the Global Warming Potential (GWP) for multipurpose solvents and paint thinners.
- c. Indoor air cleaning devices not in compliance with the regulation for Limiting Ozone Emissions from Indoor Air Cleaning Devices] are prohibited for sale in the State of California. Prohibited products shall be identified as "Does not meet California Requirements, Cannot be shipped to California." Exempted products shall state the reason the exemption applies i.e. "Solely for industrial use. Potential health hazard: emits ozone." [17CCR§94800- §94810]. Further manufacturer and distributer information can be found at: <a href="http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm">http://www.arb.ca.gov/research/indoor/aircleaners/manufacturers.htm</a>.

- d. Aerosol Adhesives for consumer, industrial and commercial uses shall comply with the aerosol adhesive standards as specified in HSC§41712(h)(2). Only adhesives and sealants that are South Coast Air Quality Management District (SCAQMD), Rule #1168 and Bay Area Air Quality Management District (BAAQMD), Rule #51 compliant shall be sold to state agencies. Aerosol Adhesives SCAQMD and BAAQMD compliant shall be identified and the VOC (weight per volume/grams per liter) provided within the catalog product description.
- e. The State of California regulates exhaust emissions of off-road powered equipment. Engines and equipment offered for sale in the State of California shall be California Air Resource Board (CARB) certified and reference the CARB Executive Order (EO) number. (13CCR Chapter 9 Article 1). Examples include: lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc. See <u>California Air Resources Board Off-Road Certification Database</u> for a list of compliant products. Off-road power equipment must be identified as "CARB Certified" and include within the catalog product description its EO number.
- f. High-Global Warming Potential (High-GWP) refrigerants for Stationary Sources are restricted for sale in the State of California. Compliance with these regulations requires the supplier to track and sell High-GWP refrigerants only to authorized purchasers. (17CCR Subarticle 5.1, §95380-§95398.) See <u>California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants</u>. Refrigerants must include their GWP<sub>100yr</sub> value within the catalog product description.
- g. Appliance products not in compliance with California 2010 Appliance Efficiency Standards are prohibited for sale within the State of California (20CCR §1601-§1608.). Only large appliances that are EnergyStar® qualified shall be sold to state agencies. Large appliances must meet most recent EnergyStar® standards. Examples of appliances covered under the California 2010 Appliance Efficiency Standards Include: Central Air Conditioners (CAC), Refrigeration Products, Cooking and Washing Products, Transformer Products, Electronics, Water Heater Products, Fans and Dehumidifiers, Heat Pumps, Heating Products, Lighting Products, Motor Products, Non-Central AC and HP Products and Plumbing Products. See <u>The California Energy Commission Appliance Efficiency Database</u> for list of compliant products.
- h. Plastic Trash Bags (thickness of 0.7 mil or greater) when sold in California shall contain at least 10 percent by weight PCRC material. Manufacturers and suppliers of plastic trash bags must be compliant with California Plastic Trash Bag laws (PRC§ 42290 et seq and 14CCR Article 5.) See <u>CalRecycle Recycle Content Plastic Trash Bag Program</u> for a list of compliant manufacturers and suppliers. All plastic trash bags offered for sale must identify in the catalog product description the thickness (mil) and manufacturer.
  - Packages, packaging components, and packaged retail-ready products offered to the State of California shall be in full compliance with all requirements of California Toxics in Packaging Prevention Act (TPPA), HSC §25214.11- §25214.26.
- . At the request of the purchaser, contractor shall provide the minimum percentage by weight, if not the exact percentage, of recycle content in each of the products and associated shipping/packaging materials sold. The recycle content shall include both post consumer recycle content (PCRC) and Pre-Consumer (Post-Industrial) recycle content percentages. All products sold to State Agencies shall include the recycle content, both RC and PCRC for each item purchased. Products compliant with State Agency Buy Recycle Campaign (SABRC) PCRC minimums shall be identified in the catalog product description as "SABRC Compliant". SABRC

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eligibility is dependent on products meeting the minimum PCRC per product category as defined in PCC§12209. See <u>CalRecycle SABRC Program</u> requirements for suppliers.

k. Environmental benefit claims concerning products or services must be consistent with the Federal Trade Commission's Guidelines for the Use of Environmental Marketing Terms. Product environmental claims are to include the industry standard the product meets and certifier. A copy of the certification must be supplied upon request if it is not publically available for verification. Products claiming environmental benefits must include the industry standard it meets within the catalog product description.

- All custodial equipment sold to state agencies shall operate at a sound level less than 70dBA. Vacuum cleaners and deep cleaning extraction equipment shall be Carpet & Rug Institute (CRI) certified. Custodial equipment not meeting these requirements is prohibited for sale to state agencies.
- m. Janitorial Paper Products (bathroom tissue, paper towels, paper napkins, facial tissue and general-purpose industrial wipes) offered on the State of California MRO mandatory contracts are prohibited for sale under the WSCA contract. All other paper products sold to state agencies shall meet the minimum PCRC and/or minimum RC percentages by weight listed in the Janitorial Paper Product Recycle Content Table. Janitorial paper products must identify and include in the catalog product description the percent PCRC and percent RC.

Commodity	PCRC % Fiber (min)	RC % Fiber (min)	Total RC % (min) by weight
Bathroom Tissue	20	20	40
Paper Towels	40	40	80
Paper Napkins	30	30	60
Facial Tissue	10	10	20
General-purpose Industrial Wipes	40	40	80

#### Janitorial Paper Product Recycle Content Table

Chemical cleaners (soaps, cleaners, disinfectants, fresheners, sanitizers and polishes) offered on the State of California MRO contracts are prohibited for sale. All chemical cleaners sold to state agencies shall not contain any terpenes and glycol ethers, phosphorus content not to exceed 0.5% total phosphorus by weight and when labeled as "Concentrated" the contraction shall not be less than 99 percent (%) or the pH not less than 2 or greater than 11. Toxicity levels must be: for LD<sub>50</sub> shall be greater than 5,000 mg/kg or the LC<sub>50</sub> greater than or equal to 20mg/L at one hour. Volatile Organic Content (VOC) limits may not exceed the maximum VOC limits listed in the VOC table. "VOC Content" means the total weight of VOC in a product expressed as a percentage of the product weight (exclusive of the container or packaging). Chemical cleaners must identify and include in the catalog product description the percent VOC, percent total phosphorus, terpene and glycol ether free, percent concentration, pH and LD<sub>50</sub> (mg/kg) or LC<sub>50</sub> (mg/L).

VOC TABLE	
Cleaner Type	VOC % by weight (maximum permissible)
Dual Purpose Air Fresheners/Disinfectant	
Aerosols	60
Bathroom and Tile Cleaners: Non-aerosol	1
Carpet and Upholstery Cleaner: (dilutables)	0.1
Disinfectant	
<u>Aerosols</u> Non-aerosol	<u>70</u> 1
Floor Polishes or Waxes:	
Resilient Flooring Materials Non-resilient Flooring Materials	1
General Purpose Cleaners	
<u>Aerosols</u> Non-aerosol	<u>8</u> 4
General Purpose Degreasers	10
Glass Cleaners	
Aerosols Non-aerosol	<u>12</u> 4
Heavy-duty Hand Cleaners or Soap	4
Laundry Prewash	
Aerosols/solids all other forms	<u>22</u> 5
Metal Polish/Cleanser	. 30
Sanitizer	
Aerosols Non-aerosol	<u>70</u> 1
Wood Cleaner:	
Aerosols Non-aerosol	<u>17</u> 4

#### 3. Terms and Conditions:

For changes under this Participating Addendum by any Eligible Entity listed in Section 1, Scope, the following Changes apply:

- a. The California General Provisions (CAGP) (GSPD-401Non IT Commodities based on June 8, 2010 standard) for Western States Contracting Alliance (WSCA) Facilities Maintenance, Lighting Products, Industrial Supplies and Tools as attached become a part of this Participating Addendum.
- b. State Departments' use of this master price agreement is prohibited when there is a mandatory statewide contract for similar products. The current mandatory statewide contracts with products that conflict with this WSCA agreement are listed in the table below. The two exceptions to this prohibition are when 1) the quantity being ordered is less than the minimum order quantity required in the mandatory statewide contract individual user instructions, or 2) when a department obtains a DGS/PD exemption approval. The State departments are responsible for verifying product availability.

Mandatory Sta	atewide Contract	Product Description
1-10-62-31	California Lamp Contract	Lamps/Lighting
1S-06-51-02	Maintenance/Repair/Operations	Industrial Supplies, Tools & HVAC
1S-06-79-55	Maintenance/Repair/Operations	Janitorial & Electrical Supplies
1S-06-84-01	Maintenance/Repair/Operations	Safety Supplies
1S-06-85-34	Maintenance/Repair/Operations	Toilet Tissue

The State Contracts Index Listing provides a centralized contract list of most leveraged procurement agreements (Statewides, Masters, WSCA) and can be accessed at: <a href="http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm">http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm</a> Department users and WSCA contractors shall not encourage either parties to split orders to circumvent the use of a mandatory statewide contract.

- c. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Nevada, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- d. State of Nevada, Master Price Agreement number 1862 is changed for California to Contract Number 7-11-51-03.
- Delivery: FOB Destination and included in the purchase order, or as otherwise stipulated in the contract.
- DGS Termination of Contract:

The State may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

g. Monthly Usage Reports & Administrative Fee:

Contractor must submit a monthly usage report to the California Contract Administrator for all California purchases in the format outlined in the Monthly Usage Report Template. The Monthly Usage Report Template is not to be changed or modified in any way without the prior consent of the California Contract Administrator. Report must be submitted in attached DGS report template.

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the monthly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor is due regardless of status of payments on orders from users to Contractor. Although reports are due on a monthly basis, administrative fees shall be submitted on a quarterly basis.

A monthly usage report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit

reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Report(s) and delivery will be in accordance with the following **monthly** schedule.

JanDue Feb 15	MayDue Jun 15	SeptDue Oct 15
FebDue Mar 15	JunDue Jul 15	OctDue Nov 15
MarDue Apr 15	JulDue Aug 15	NovDue Dec 15
AprDue May 15	AugDue Sept 15	DecDue Jan 15

#### Quarterly Schedule for administrative fee check payment

Jan - Mar	Apr -Jun	July - Sept	Oct - Dec
Check Due April 30	Check Due July 31	Check Due Oct 31	Check Due Jan 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike Department of General Services Procurement Division Multiple Award Program - WSCA 707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division Multiple Award Program - WSCA 707 Third Street, 2nd Floor, MS # 202 West Sacramento, CA 95605

Contact:	Cynthia Okoroike	
E-mail:	cynthia.okoroike@dgs.ca.gov	
Phone:	(916) 375-4389	
Fax:	(916) 375-4663	

The primary MSC Industrial Supply Company CUSTOMER contact for this Participating Addendum is as follows:

	MSC Industrial Supply Company
Address:	75 Maxess Rd.
	Melville, NY 11747
Contact:	Damon Perez
E-Mail:	perezD@mscdirect.com
Phone:	916/276-9397
WSCA Team	888/672-9722 (for customer services question)
Fax:	800/753-7937
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Revised 11/18/09

#### . Price Agreement Number:

The Master Price Agreement number for the Participating State is 7-11-51-03. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, 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 and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, 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 and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

c. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

I. Servicing Subcontractors:

The Contractor, at this time, will be using subcontractors to provide products under this contract.

#### SMALL BUSINESS/DVBE-REQUIREMENT

Each Contractor must provide DGS with their subcontracting plan committing to 25% Small Business and 3% DVBE subcontracting under this contract.

#### SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE. The Contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal. State departments are required to identify sub-contractors on individual purchase documents executed against this master price agreement.

#### SMALL BUSINESS/DVBE - SUBCONTRACTING

- 1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
- 2. The Contractor will provide an ordering agency with the following information at the time the order is guoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

Λ

By Signing below MSC Industrial Supply Company agrees to offer the same Facility Maintenance, Lighting Products, Industrial Supplies and Tools as on the State of Nevada contract #1862 at prices equal to or lower than the prices on that contract.

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

	State of	California:		MSC Ir	ndustrial Supply Company
	By:	Mon khourson	<del></del>	By:	<u> </u>
An	Name:	Jim Butler	7-11-78-78	Name:	Peter Biagioli
V	Title:	Deputy Director		Title:	VP-National and Government Account
	Date:	7/29/2011		Date:	6/20/11
	Revised 1	1/18/09	Page 8 of 8		GENERAL SERVICES LEGAL SERVICES HJJSTN



Procurement Division Multiple Awards Program Section 707 Third Street, 2nd Floor, MS #2-202 West Sacramento, CA 95605-2811

#### State of California COOPERATIVE AGREEMENT USER INSTRUCTIONS

Supplement #5

**Important Note:** Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 01/15/2014).

ISS	UE AND EFFECTIVE DATE: 02/21/2014
TITLE/DESCRIPTION:	WSCA-NASPO Facilities Maintenance, Lighting Products, Industrial Supplies and Tools
CONTRACT NUMBER(S):	<ul> <li>7-11-51-01 Fastenal Company</li> <li>7-11-51-02 Grainger Supplies</li> <li>7-11-51-03 SID Tool Co., Inc, dba MSC Industrial Supply Company</li> </ul>
CONTRACT TERM:	7/25/2011 through 2/28/2017
CONTRACT CATEGORY:	Non - IT Goods and Services
MAXIMUM ORDER LIMIT:	\$500,000
FOR OPTIONAL USE BY:	State Departments and Local Governmental Agencies
DGS-PD CONTRACT INFORMATION WEBSITE:	<u>http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilities</u> <u>MRO.aspx</u>
STATE CONTRACT ADMINISTRATOR:	Lori Tomita (916) 375-4580 <u>lori.tomita@dgs.ca.gov</u>

**Note to Ordering Agencies:** Please carefully review the User Instructions in its entirety. Ordering Agencies are required to comply with the instructions provided herein and the terms outlined within the individual California Participating Addenda (Contracts) listed above. For questions, please contact the State Contract Administrator and reference the "Title/Description" and/or Contract Number(s). Changes to this document will be issued through a User Instruction Supplement.

Original Signature on File\_

**Steven Kobayashi, Manager** Multiple Awards Program Section

	SUMMARY OF CHANGES	
Supplement No.	Revision Description	Effective Date
5	<ul> <li>User Instructions Supplement #5 replaces and supersedes the previous User Instructions version (Supplement #4 dated 01/15/2014).</li> <li>Supplement #5 incorporates the following changes: <ul> <li>Updated section 1 to extend the contract term through 2/28/17 and remove the option to extend the contract.</li> <li>Updated section 11 to extend the contract term through 2/28/17.</li> <li>ATTACHMENT A – CONTRACT ORDERING INFORMATION is revised to extend the contract term through 2/28/17.</li> </ul> </li> </ul>	02/21/2014

For copies of previous User Instructions versions, please contact the State Contract Administrator listed in Section 5.

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#### 1. OVERVIEW

- a. The purpose of this WSCA Participating Addendum is to provide a purchasing vehicle for Facilities Maintenance, Lighting Products, Industrial Supplies and Tools for all State Agencies and local government agencies, which is any city, county, district or other governmental body empowered to spend public funds per California Public Contract Code Section 10298 and 10299.
- b. While the State of California makes this WSCA Participating Addendum available to local governmental agencies, each local agency should make its own determination of whether using this WSCA Participating Addendum is consistent with its procurement policies and regulations.
- c. The contract term is 7/25/2011 through 2/28/2017.
- d. Order placement and contract execution shall be on or before the expiration date of the WSCA.

#### 2. CONTRACT USAGE/RULES

- Ordering state agencies must follow all applicable state mandated guidelines, e.g., State Administrative Manual, Management Memos, Agency Directives, California Acquisition Manual and California Codes. State agencies are prohibited from purchasing products not in compliance with the technical specifications of the WSCA Participating Addendum.
- b. Per Management Memo 05-11, products available on a mandatory statewide contract cannot be purchased by State departments under this agreement.
- c. Departments executing orders using the WSCA/NASPO program are not required to obtain three offers or document best value, but conducting price comparisons among the WSCA suppliers, if available, is encouraged. Refer to SCM Vol. 2, Chapter 6 F3.1.
- d. State and local government agency use of WSCA contracts is optional. A local government is any city, county, city and county, district or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges that is empowered to expend public funds. While the state makes this contract available, each local government agency should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.
- e. Evaluating Environmental Preferable Purchasing (EPP) Purchases
  - 1. State agencies must verify products meet all applicable California regulatory standards as directed by Public Contract Code sections 12400 through 12404 and Governor's Executive Order S-20-04.
  - 2. State and local government agencies must verify all appliances, indoor air-cleaning devices, off-road power equipment, thermostats, emissions from consumer products, refrigerants, aerosol adhesives and plastic trash bags meet California regulatory standards, are certified where required and/or manufacturers and suppliers are compliant. Table 1 Resources for California Regulatory Standards assists purchasers in identifying and verifying compliant products.

PROGRAM	PRODUCTS	RESOURCE
Appliance Efficiency	Central Air Conditioners (CAC), refrigeration products, cooking and washing products, transformer products, electronics, water heater products, fans and dehumidifiers, heat pumps, heating products, lighting products, motor products, non-central AC and HP products and plumbing products.	The California Energy Commissic Appliance Efficiency Database
Aerosol Adhesives	Architectural coatings: lacquers, wood finishes, primers, colorants concrete-curing compounds, stains, primers, enamels, sealers, shellacs and wood preservatives.	SCAQMD Rule 1113 Table of Standards BAAQMD Rule 3 (8-3-301) VOC Standards
Consumer Product Emissions	Detergents; cleaning compounds; polishes; floor finishes; cosmetics; personal care products; home, lawn, and garden products; disinfectants; sanitizers; aerosol paints; and automotive specialty products and aerosol adhesives, for consumer, industrial, and commercial uses.	CARB certified Charcoal lighter <u>Materials</u> CARB certified Portable Fuel <u>Containers</u> <u>Green House Gas in Consumer</u> <u>Products</u> <u>VOC Standards for Consumer</u> <u>Products</u>
Indoor Air- Cleaning Devices	Ionizers, electrostatic precipitators, other electronic filtration devices, and other air cleaners using new technologies.	California Certified Air-Cleaning Devices
Off-Road Power Equipment	lawnmowers, chainsaws, line trimmers, backpack blowers, edger, brushcutter, generators, pumps, compressors, tractors, forklifts, leaf blowers, vacuums, snow blowers, floor polishing equipment, concrete polishers, pressure washer, tiller, etc	California Air Resources Board Off-Road Certification Database
Plastic Trash Bags	Plastic trash bags	CalRecycle Recycle-Content Trash Bag Program
Refrigerants	Refrigerants used in chillers, refrigeration systems, air- conditioning systems, refrigerant blends and insulating foams.	California Air Resources Board Refrigerant Management Program – for Regulated Refrigerants.
SABRC	Antifreeze, Glass products, lubricating oils, metal products, paint, paper, plastic products, printing and writing papers, tires, tire- derived products,	http://www.calrecycle.ca.gov/R CPM/
Thermostats	Thermostats and Switches	California Department of Toxic Substance (DTSC) Mercury Thermostat Act Compliance

Table 1 – Resources for California Regulatory Standards
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3. The WSCA California Participating Addendum Technical Specifications, mandatory for state agencies, are established to reduce environmental impacts and support Leadership in Energy and Environmental Design, in Existing Buildings Operation & Maintenance (LEED-EBOM) sustainable purchasing goals. Resources to assist State agencies in achieving other sustainable purchasing goals and identifying EPP products can be found in the Department of General Services Buying Green Guide. When a supplier or manufacturer makes an environmental claim(s) for the product(s) it offers, it is the State agency purchaser that is responsible for verifying that the product is in compliance with the advertised claim. Purchasers may request documentation (e.g. certificate, test results, standard) for verification purposes from the supplier.

f. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local government agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local government agencies shall be identified within each article.

#### 3. AGREEMENT SUMMARY (STD 215)

This section is intentionally left blank.

#### 4. DGS ADMINSTRATIVE FEE

The agency will not be charged the DGS Administrative fee and agencies will not be invoiced by the contractor for the use of this contract.

#### 5. STATE CONTRACT ADMINISTRATOR

Department of General Services, Procurement Division Multiple Award Program Section - WSCA 707 Third Street, 2nd Floor, MS #202 West Sacramento, CA 95605-2811

Contact:	Lori Tomita
Phone:	(916) 375-4580
Fax:	(916) 375-4663
E-Mail:	lori.tomita@dgs.ca.gov

#### 6. PROBLEM RESOLUTION/CONTRACTOR PERFORMANCE

- a. Ordering agencies and/or contractors shall inform the State Contract Administrator in a timely manner of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, contractor performance, outstanding deliveries, etc.
- b. To report contractor performance issues, ordering agencies must submit a completed Contract/Contractor Evaluation. If the performance by the contractor was unsatisfactory, a copy of the Contract/Contractor Evaluation form must also be sent to Office of Legal Services. The following link has instructions for this process http://www.documents.dgs.ca.gov/osp/pdf/std004.pdf

#### 7. WSCA CONTRACT INFORMATION

See Attachment A for list of awarded contracts and contract Terms and Conditions.

#### 8. DOLLAR THRESHOLDS (Local Governments are Exempt)

- WSCA Program Limitation: \$500,000.00
- a. Departments executing WSCA/NASPO orders over \$500,000.00 for non-IT goods must obtain DGS/PD approval <u>prior</u> to executing the purchase document. Refer to SCM Vol. 2, Chapter 6 F3.6. The following information must be documented by the department and submitted to DGS/PD:

Identify the need for the goods and/or services and the dollar value of the impending purchase document.

Explain how the department has determined that issuance of a purchase document to this particular contractor makes good business sense and how best value for the department has been achieved.

- b. Upon review and approval of the documentation submitted, DGS/PD will issue an approval letter concurring with the department's request. Upon receiving approval from DGS/PD, the department may proceed to execute the order.
- c. Exempt entities are not subject to these order limits.

#### 9. EXECUTING THE PURCHASE ORDER

- a. The WSCA and State of California contract numbers must be shown on the purchase order.
- b. State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.
- c. Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.
- d. Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: http://www.documents.dgs.ca.gov/osp/pdf/std065.pdf
- e. The ordering agency defines the project scope to determine which goods and related services are needed, and checks the electronic catalog for pricing. Then the ordering state agency completes a Form 65 (Contract/Delegation Purchase Order), including all pertinent information for each individual order issued against the Agreement and sends the Form 65 to the selected Contractor.
- f. As a hard copy catalog is not available, you must print a copy of the contract terms and conditions, the Participating Addendum, and a copy of the e-quote from your order and retain this in your files. It is not necessary to provide a copy of each page to DGS. Additionally, it is not the contractor's responsibility to provide this information to you.

#### 10. WSCA BASE CONTRACT

This WSCA contract is based on some or all of the products and/or services and prices from WSCA Facilities Maintenance, Lighting Products, Industrial Supplies and Tools Contract, Nevada 1862.

A copy of the actual WSCA Master Agreement is available on the Internet at:

http://purchasing.state.nv.us/WSCA\_Industrial/WSCAMRO.htm

#### 11. CONTRACT TERM

The contract term for the California Participating Addendum is 7/25/2011 through 2/28/2017.

#### 12. PRICING

Agencies should contact the contractor to see if there is a large quantity discount available. Additionally, educational discounts may be available for educational entities. Please contact the contractor for additional information. See Attachment A for pricing.

#### 13. <u>PURCHASE ORDER DISTRIBUTION</u> (Local Governments are Exempt)

For state agencies, copies of the STD. 65 with original signatures must be sent to the Contractor, State Controller and Department of General Services, Procurement Division.

Department of General Services Procurement Division Data Entry Unit-Second Floor North P.O. Box 989052 West Sacramento, CA 95798-9052 IMS: Z-1 State Controller's Office 3301 C Street Sacramento, CA 95814 Attn: Audit Unit

#### 14. PAYMENTS AND INVOICES

a. Payment Terms

See WSCA Supplier Contract Information, Attachment A for Payment Terms.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Local government agencies may make payments according to their statutory requirements.

b. Payee Data Record (Std. 204)

Each state accounting office must request a completed Payee Data Record (Std. 204) from the contractor in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment to the contractor may be unnecessarily delayed.

c. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 8 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1, Volume 2 and Volume 3. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

#### 15. DELIVERY

30 days after receipt of order, or as negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

#### 16. <u>SMALL BUSINESS/DVBE - TRACKING</u>

Per State Contracting Manual (SCM) Volume 2, Chapter 6.A2.5 SB and DVBE subcontracting participation tracking, State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the Contractor subcontracts a commercially useful function to a certified small business or DVBE.

- 1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
- 2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Services to which that it intends to subcontract a commercially useful function; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

#### 17. TERMINATION

Any State or Local agency may terminate any order against this agreement upon 30 days notice provided the products or services have not already been accepted. This does not affect the termination clause of the WSCA Master Price Agreement concerning failure to perform or upon mutual consent.

#### 18. AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - Supplemental Terms and Conditions

- a. Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.
- b. Click here to access the ARRA Supplemental Terms and Conditions
  - Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act

#### ATTACHMENT A WSCA CONTRACT ORDERING INFORMATION

Contractor Name	Fastenal Company
Contract Number	7-11-51-01
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
Ordering Address for Prime Contractor	2001 Theurer Blvd. Winona, MN 5987
Contact	Zach Wise
Phone	(507) 313-7206
Fax	(507) 494-3422
Email	govcoordinators@fastenal.com
Ordering through Authorized SB/DVBE Dealers	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows:
	Fastenal Company c/o < Authorized SB/DVBE Dealer Name>, <a></a>
	Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number.
	Fastenal Company authorized SB/DVBE and their contact information are located at: <u>https://www.bidsync.com/DPXViewer/AuthorizedPartners3-14-13.pdf?ac=view&amp;contid=85221&amp;docid=5469466</u>
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www.fastenal.com/web/resources.ex?action=Contracts&stateContract Dtlld=34&state=CA
Contractor Ownership Information	Fastenal Company is a large business enterprise.
California Seller's Permit	Fastenal Company's California Seller's Permit No. is 99394823.
	Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN	41-0948415
CAL-Card Accepted	Fastenal Company accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

#### ATTACHMENT A WSCA CONTRACT ORDERING INFORMATION

Contractor Name	W.W. Grainger, Inc.
Contract Number	7-11-51-02
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
Ordering Address for Prime Contractor	3691 Industrial Blvd. West Sacramento, CA 95691
Contact	Jason Hauan
Phone	(800) 700-6955
Fax	(888) 790-1586
Email	castateteam@grainger.com
Ordering through Authorized SB/DVBE Dealers:	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows:
	W.W. Grainger c/o < Authorized SB/DVBE Dealer Name>, <a></a>
	Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number.
	W.W. Grainger authorized SB/DVBE and their contact information are located at: <u>https://www.bidsync.com/DPXViewer/GraingerSmall-And-</u> Disabled-Vetlist 5-20-13.pdf?ac=view&contid=85161&docid=5539265
Pricing (Website) Category Warranty Delivery Shipping Freight	In order to view the WSCA contract pricing, you must be registered and logged in online http://www.grainger.com/Grainger/wwg/start.shtml
Contractor Ownership Information	W.W. Grainger, Inc. is a large business enterprise.
California Seller's Permit	W.W. Grainger's California Seller's Permit No. is 98004877
	Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN	36-1150280
CAL-Card Accepted	W.W. Grainger, Inc. accepts the State of California credit card (CAL-Card). A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.

#### ATTACHMENT A WSCA CONTRACT ORDERING INFORMATION

Contractor Name	SID Tool Co., Inc. DBA MSC Industrial Supply Company
Contract Number	7-11-51-03
Contract Term Dates	7/25/2011 through 2/28/2017
WSCA Master Agreement	http://purchasing.state.nv.us/WSCA_Industrial/WSCAMRO.htm
CA General Provisions	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
CA Participating Addendum	http://www.dgs.ca.gov/pd/Programs/Leveraged/wsca/WSCAFacilitiesMRO.a spx
Ordering Address for Prime Contractor	75 Maxess Rd. Melville, NY 11747
Contact	Damon Perez
Phone	(916) 276-9397
Fax	(800) 753-7937
WSCA Team	(888) 672-9722 (for customer services question)
Email	perezd@mscdirect.com
Ordering through SB/DVBE Authorized Dealer	All purchase orders to authorized SB/DVBE Dealers must contain the Participating Addendum Number and be addressed as follows:
	MSC Industrial Supply Company c/o < Authorized SB/DVBE Dealer Name>, <authorized address="" dealer="" dvbe="" sb=""></authorized>
	Payments to Authorized SB/DVBE Dealers should be issued to the address shown on the Authorized SB/DVBE Dealers invoice. Invoices must contain the Participating Addendum Number.
	MSC Industrial Supply Company authorized SB/DVBE and their contact information are located at: <u>https://www.bidsync.com/DPXViewer/MSC-SmallBusiness-Authorized-</u>
	Dealer.pdf?ac=view&contid=85241&docid=4988541
Pricing (Website) Category Warranty Delivery Shipping Freight	http://www1.mscdirect.com/cgi/nnsrhm
Contractor Ownership Information	MSC Industrial Supply Company is a large business enterprise.
California Seller's Permit	MSC Industrial Supply Company's California Seller's Permit No. is 101325893.
	Agencies can verify that this permit is still valid at the following Website: www.boe.ca.gov.
Payment Terms	Net 45 days
FEIN CAL-Card Accepted	13-5526506 MSC Industrial Supply Company accepts the State of California credit card (CAL-Card).
	A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card.