

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
FACILITIES MRO Contracts
Administered by the State of Nevada (hereinafter "Lead State")
MASTER PRICE AGREEMENT
MSC Industrial Supply Company
Nevada Contract Number: 1862
(hereinafter "Contractor")
And
State of Alabama
(hereinafter "Participating State")

Page 1 of 3

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

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

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

3. Participating State Modifications or Additions to Master Price Agreement:

(These modifications or additions apply only to actions and relationships within the executing Participating State.)

(See attachment - 2 pages)

4. Lease Agreements:

Lease Agreements Are NOT Authorized By This Contract

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

Lead State

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

Contractor

Name: David Ottenstein, State Government Team Manager
Address: MSC Industrial Supply Company, 75 Maxess Road
Melville, New York 11747
Telephone: (904) 519-6002
Fax: (904) 519-6003
E-mail: ottenstd@mscdirect.com

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Page 2 of 3

Participating State (Entity)

**Name: State of Alabama/ Department of Finance/Division of Purchasing
Michael A. Jones
Address: 100 North Union Street, Suite 192
Montgomery, Alabama 36104
Telephone: (334) 242-7250
Fax:
E-mail: Michael.Jones@purchasing.alabama.gov**

6. Subcontractors:

NO servicing subcontractors are permitted under this contract.

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

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

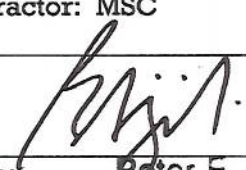

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements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

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Page 3 of 3

payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or sub grantee, but simply a provider of goods and related services.

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

Participating State/Entity: State of Alabama	Contractor: MSC
By: Michael A. Jones	By: 
Name: 	Name: Peter E. Biagioli Vice President
Title: State Purchasing Director	Title: National Accounts & Government
Date: 4/27/11	Date: 4/29/11

[Additional signatures as required by Participating State]

ATTACHMENT
PARTICIPATING ADDENDUM

For: The State of Alabama
Under the
WSCA Master Agreement 1862

Utilization Reports – MONTHLY

A utilization report shall be submitted to the Division of Purchasing for all state and local government entities purchases providing the following information:

The reports shall be in an Excel format. The reports will provide statistical data on all purchases made from the awarded contract by state and local procurement entities for the reported month. The utilization report shall be sent electronically (no hard copy required or permitted) to: Jennifer.Loretz@Purchasing.Alabama.Gov. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement.

The report shall be detailed; broken down by line item and include the following data:

1. Contract Number
2. Reporting Month and Year
3. Agency or local government unit
4. SKU number
5. Commodity description
6. Line item quantity purchased for the reported month for each individual agency or governmental unit.
7. Line item dollar amount (volume) purchased for the reported month for each individual agency or governmental unit.
8. Sub totals for each category above.
9. Grand totals for each category above.
10. The Administrative Fee Dollar amount paid to the State for the reported month.

ADMINISTRATIVE FEE – Monthly

The contractor shall submit a check, in addition to the utilization report, payable to the State of Alabama for the calculated administrative fee for an amount equal to two percent (2%) of total dollar amount for all sales made as stated above for a monthly period. A report is due even when there is no activity. The administrative fee and utilization report will be made on or before the 30th day of each month for the prior month's transactions made. The administrative fee will represent a one time payment for all sales made in the prior month and as adjusted for error corrections associated with earlier month. The administrative fee shall be applicable to gross sales less any credits, freight and taxes.

The administrative fee check should be submitted to the following address:
Department of Finance
Division of Accounting and Administration
P.O.Box 300658
Montgomery, Al 36130-0658

SPECIAL TERM AND CONDITIONS

All state agencies must use this contract, as established through the Purchasing Division. State agencies that have their own procurement authority have the option to utilize this contract.

Contractor must use Alabama-based suppliers whenever available or possible.

This contract/agreement shall not exceed the terms of the original contract nor shall it exceed five (5) years.