

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 Hawaii
(hereinafter "Participating State")

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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. All jurisdictions of the State of Hawaii who have prior written approval by its Chief Procurement Officer will be allowed to purchase products and services offered under the Master Price Agreement.

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

- A. Participating entities shall include non-profit organizations (pursuant to section 103D-804, HRS) are eligible to use this contract.
- B. Referencing Hawaii Revised Statutes (HRS) §103D-316, the State, at reasonable times, may inspect the part of the plant of business of the contractor or any subcontractor that is related to the performance of a contract awarded or to be awarded by the State.
- C. Usage Reporting Requirement. MSC Industrial Supply Company will submit a quarterly sales report to the Participating State, whose address is listed in Paragraph 5, in accordance with the following schedule shown below:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by State agency, or political subdivision. The quarterly report shall also include any adjustments from prior periods, if applicable.

- D. The laws and rules of the State of Hawaii, including the Hawaii Public-Procurement Code, shall govern the contract.

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- E. The Contractor agrees to comply with Section 11-205.5, HRS, which state that campaign contributions are prohibited from a State and government contractor during the term of the contract if the contractor is paid with funds appropriated by the Legislature.
- F. The State of Hawaii is not mandated to purchase from this contract. This contract may be secondary and non-mandatory.
- G. The State of Hawaii Purchasing Card (pCard) shall be used by the Executive departments/agencies, with the exception of the DOE, HHSC, OHA, and UH, for orders totaling less than \$2,500. Purchase Order may be issued for purchases \$2,500 or more; and for vendors who either do not accept the pCard or who set minimum order requirements before accepting the pCard for payment or who charge its customers a transaction fee for the usage.

Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency. Agency may request for additional invoice copies at the time of placing an order. General Excise tax shall not be applied to delivery charge.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitting with a condition requiring interest payments greater than that allowed by Section 103-10 HRS as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

- H. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include price agreement number: SPO Price List Contract No. 11-10.

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):

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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
Telephone: (904) 519-6002
Fax: (904) 519-9003
E-mail: ottenstd@mscdirect.com

Participating State

Name: Stanton Mato
Address: 1151 Punchbowl Street Room 416
Telephone: (808) 586-0566
Fax: (808) 586-0570
E-mail: stanton.d.mato@hawaii.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: SPO Price List Contract No. 11-10 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.

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All purchase orders and payments are issued to: MSC Industrial Supply Company.

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 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.

State of Hawaii State Procurement Office	Contractor: <i>MSC INDUSTRIAL SUPPLY CO</i>
By: 	By: 
Name: AARON S. FUJIOKA	Name: Peter E. Biagioli
Title: Administrator	Title: Vice President National Accounts & Government
Date: <i>4/21/2011</i>	Date: <i>4/1/11</i>