

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

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.)

All provisions of MA 758-1100001052 are hereby incorporated.

4. Lease Agreements:

Lease Agreements Are NOT Authorized By This Contract

5. Primary Contacts: The primary government contact individual 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 Suite 300, 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) 519-9003
E-mail: ottenstd@mscdirect.com

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Participating State (Entity)

Name: Don Speer, Executive Director
Commonwealth of Kentucky
Office of Procurement Services
Address: 702 Capitol Ave.
Room 096
Frankfort, Ky. 40601

Telephone: 502-564-4510
Fax: 502-564-5109
E-mail: Don.Speer@ky.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: **MA 758-1100001052** 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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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 subgrantee, 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:	Contractor: <i>MSC INDUSTRIAL SUPPLY</i>
By: <i>Rose Candie</i>	By: <i>P. E. Biagioli</i>
Name: <i>Rose Candie</i>	Name: Peter E. Biagioli
Title: <i>Deputy Executive Director</i>	Title: Vice President National Accounts & Government
Date: <i>6/24/11</i>	Date: <i>6/29/11</i>

[Additional signatures as required by Participating State]



Commonwealth of Kentucky

MASTER AGREEMENT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: MSC MRO Master Agreement		
Doc ID No: MA 758 1100001052 1	Proc Folder: 2195551	
Procurement Type: Special Authority Goods		
Effective Date: 2011-06-24	Expiration Date: 2012-02-29	Not To Exceed Amount
Administered By: Donald Robinson		Cited Authority: FAP111-08-00-08
Telephone: 502-564-6525		Issued By: Donald Robinson
VENDOR MSC INDUSTRIAL SUPPLY CO 11003 BLUEGRASS PKWY STE 560 LOUISVILLE KY 40299 US		

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	MSC MRO Market Basket		0.00		0.00000	0.00	0.00

Extended Description

MSC MRO Master Agreement

Line	CL Description	Delivery Days	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
2	MSC Catalog items not contained in Market Basket		0.00		0.00000	0.00	0.00

Extended Description

Balance of MSC product offering (Non Market Basket items) Go to WWW.MSCdirect.com for discounted net pricing The following exceptions are applicable. 1. The Product categories of Filters, Lighting, Exam Gloves, Furniture, Appliances, Janitorial, Office Equipment and Supplies, Communications, Laboratory Equipment and Supplies are restricted. 2. The purchase of any item exceeding a UNIT cost of 1,000.00 (One Thousand Dollars) is restricted. 3. The purchase of Sourced items (items not contained in the Contractor s standard catalog) exceeding a UNIT cost of 250.00 requires the written approval of the Executive Director Office of Procurement Services or his designee. A written approval (Fax or e-mail) must be obtained by end user and submitted to Contractor to facilitate the purchase of a sourced item exceeding 250.00.

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Vendor POC: Mike O'Connor
Phone: 888-672-9722
781-608-1649
E-mail: oconnorm@mscdirect.com

Terms and Conditions
Master Agreement
MA 758-1100001052

All Terms, Conditions, Addendums and Provisions of the MSC WSCA Cooperative Master Pricing Agreement # 1862 are hereby incorporated.

This Catalog Master Agreement is issued as a convenience "Optional Use" contract. Agencies are not obligated or required to utilize. Agencies are encouraged to obtain competitive bids when procuring larger dollar volume requirements.

Section 1

Scope of Contract

The Office of Procurement Services issues this Master Agreement for: MRO supplies as identified in the MSC WSCA Cooperative Master Pricing Agreement # 1862.

Section 2

Initial Contract Period

The contract will be for the initial period of 1 (one) year from date of award.

Section 3

Renewal Clause

This contract may be extended at the completion of the initial contract period for 4 (four) additional one-year periods. This extension must have the written approval of the vendor and the Office of Procurement Services.

Section 4

Optional Renewal Period

The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for any extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract for an extended period.

Section 5

Quantity Basis of Contract – No Guaranteed Quantities

The Master Agreement established has no guarantee of any specific quantity, and the State is obligated only to buy that quantity which is needed by its agencies.

Section 6

Exception to Required Use of Contract, Optional Use

The establishment of this Catalog Master Agreement is not intended to preclude the use of similar products and is not intended to imply mandatory use. This Catalog Master Agreement is an "Optional Use" contract. Agencies are not obligated or required to utilize.

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Section 7

Exclusion of Items/Categories

The Commonwealth reserves the right, at their discretion, to exclude the sale of specific items from both the contractor's WSCA Market Basket and or the contractor's complete catalog offering.

The Commonwealth buyer of record will specify the items to be excluded and the items will be removed from the Data Template containing the MSC WSCA market basket. In addition the Contractor will identify the items to be excluded within Contractor's Kentucky's online custom catalog.

Section 8

Exclusion of Higher Value Items

The purchase of any item exceeding a UNIT cost of \$1,000.00 (One Thousand Dollars) is restricted. The Contractor will identify the items to be excluded within Kentucky's online custom catalog.

Section 9

Restriction of "Sourced" items

The purchase of "Sourced items" (items not contained in the Contractor' standard catalog) exceeding a UNIT cost of \$250.00 requires the written approval of the Executive Director Office of Procurement Services or his designee. A written approval (Fax or e-mail) must be obtained by end user and submitted to Contractor to facilitate the purchase of a sourced item exceeding \$250.00.

Section 10

Basis of Price / Revisions

Pricing is based on the MSC WSCA Cooperative Master Pricing Agreement # 1862.

Pricing may never exceed MSC WSCA Cooperative Master Pricing Agreement # 1862 pricing.

Pricing may be changed only when MSC WSCA Cooperative Master Pricing Agreement # 1862 pricing changes. A copy of any WSCA approved price changes must be delivered to the buyer of record, Office of Procurement Services 30 days prior to proposed effective date. If specified notification is timely provided, changes will become effective concurrent with the MSC WSCA Cooperative Master Pricing Agreement # 1862 price change effective date.

Section 11

Procurement Card Acceptance

Vendor is required to accept the Commonwealth's Procurement Card (ProCard) as an optional payment method. The Pro-Card is a bank issued MasterCard.

Section 12 Agencies to Be Served

This contract shall be for use by All State Agencies of the Commonwealth of Kentucky:

Section 13

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Political Subdivisions

Under Kentucky Statutes, political subdivisions of this State including counties and school districts may participate in All State Agency Master Agreements to the same extent as agencies of the Commonwealth.

Section 14

Inspection

All supplies, equipment and services shall be subject to inspection or tests by the Commonwealth prior to acceptance.

In the event supplies, equipment or services are defective in material or workmanship or otherwise not in conformity with specified requirements, the Commonwealth shall have the right to reject the items or services or require acceptable correction at the vendor's expense.

Section 15

Termination of Contracts

The Commonwealth may cancel this contract by giving written notice thirty (30) calendar days prior to effective cancellation date.

Section 16

Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this Master Agreement shall be brought in state or federal court in Franklin County, Kentucky.

General Terms and Conditions

Assignments

Contractor will refrain from assigning any interest, right or duty in any contract with the Commonwealth to any other person without the prior written consent of the Division of Material & Procurement Services. Except that claims for sums due or to become due under a contract may be assigned to a bank, trust company or other person and may then be reassigned. Notice of any assignment shall be given by the vendor or his assignee to the using agency and the Division of Statewide Accounting Services, Office of the Controller, Capitol Annex, 702 CAPITOL AVE FRANKFORT KY 40601, immediately after the assignment is made. The invoice or voucher submitted by the vendor shall clearly show both the vendor name and address and the assignee's name and address. The warrant issued by the Division of Statewide Accounting Services shall be payable in such case jointly to the vendor and the assignee and shall be forwarded to the assignee. Any assignee shall be subject to the set-off rights of the Commonwealth provided in Kentucky Revised Statutes. See KRS 371.040 and KRS 44.030.

COMPLIANCE WITH STATE AND FEDERAL LAW: In addition to any other remedies at law or in equity, the Division of Material & Procurement Services may cancel any contract if there is sufficient evidence to show that:

- a. The contract was obtained by fraud, collusion, conspiracy or other unlawful means, or
- b. The contract conflicts with any statutory or constitutional provision of the Commonwealth of Kentucky or of the United States.

DELIVERY, TRANSPORTATION AND PACKAGING:

The vendor shall:

- a. Make deliveries as stated in the contract. All deliveries shall be made by the end of the state's fiscal year in which the contract is awarded unless otherwise specified in a specific contract.

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b. Make deliveries during normal working days and hours to the point or points specified in the Invitation For Bid (normal working hours being 8:00 a.m. to 4:30 p.m., Monday through Friday, except holidays).

c. Pay all standard ground transportation charges to the delivery point utilized by the using agency. Non-standard transportation charges will be the responsibility of the buyer. Any Non-standard transportation charges are to be pre-paid and billed based on actuals. A copy of the freight bill must accompany the invoice.

d. Adequately pack all commodities and equipment, according to accepted commercial practice and the packaging and marketing instructions in the contract document.

CONTRACT PROVISIONS BY REFERENCE:

a. All terms, special conditions and specifications.

b. The General Conditions stated herein.

Any contract agreement entered into with the Commonwealth of Kentucky or any of its agencies shall be governed by the laws of the Commonwealth of Kentucky.

CONTRACT CHANGES: The Commonwealth may, at any time by a written order and without notice to the sureties, make changes within the general scope of the contract. If any change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this clause shall be asserted, by the contractor, within 30 days from the date of receipt of the notification of changes, except, that if the Commonwealth decides that the facts justify such action, the Commonwealth may receive and act upon any such claim asserted at any time prior to final payment under this contract. If the cost of property may be obsolete or excess as a result of a change included in the contractor's claim for adjustment, the Commonwealth shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment may be disputed pursuant to the clause of this contract entitled "Disputes."

However, nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

CONTRACT DISPUTES: Except as otherwise provided in the contract, any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Secretary of the Finance and Administration Cabinet or a designated purchasing official, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the purchasing official shall be final unless, within 30 days from the date of receipt of the decision, a written appeal is received, addressed to the Secretary of the Finance and Administration Cabinet. The decision of the Secretary of the Finance and Administration Cabinet or his duly authorized representative for the determination of such appeals shall be final unless fraudulent. Pending final decision of a dispute, the contractor shall proceed diligently with the performance of the contract and in accordance with the state officer's decision.

EQUAL EMPLOYMENT COMPLIANCE Contractors/Vendors are required to comply with the Kentucky EEO Act (Act), KRS 45.560 – 45.640 on state contracts that exceed \$500,000.

Failure to comply with the Act may result in non-award, withdrawal of award, cessation of contract payments, etc.

Contractors/Vendors must submit the following documents in accordance with the requirements of the solicitation—EEO-1: Employer Information Report, Affidavit of Intent to Comply and Subcontractor Report or a copy of the Kentucky EEO Approval Letter issued by the Finance and Administration Cabinet, Office of EEO and Contract Compliance.

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Contractors/Vendors may obtain copies of the required EEO documents from the Finance and Administration Cabinet's e-Procurement Web page under Vendor Information, Standard Attachments and General Terms at the following address: eProcurement.ky.gov

Contractors/Vendors must advise each subcontractor/subvendor—with a subcontract of more than \$500,000—of the subcontractor's obligation to comply with the KY EEO Act. Further, Contractors/Vendors are responsible for compiling EEO documentation from their subcontractors/sub-vendors and submitting the documentation to the Finance and Administration Cabinet, Office of EEO and Contract Compliance (EEO/CC). (Note: contracts below the second tier are exempt from EEO reporting.)

Failure to complete, sign and submit all required documents will delay the award process as incomplete submissions will not be processed. Further, alternate versions of the required documents will not be accepted or processed.

Pursuant to KRS 45.610 (2), the Finance and Administration Cabinet, Office of EEO and Contract Compliance reserves the right to request additional information and/or documentation and to conduct on-site monitoring reviews of project sites and/or business facilities at any point for the duration of any contract which exceeds \$500,000 to ascertain compliance with the Act and such rules, regulations and orders issued pursuant thereto.

All questions regarding EEO forms or contract compliance issues must be directed to the Finance and Administration Cabinet, Office of EEO and Contract Compliance via e-mail: Finance.ContractCompliance@ky.gov or via telephone: (502) 564-2874.

TERMINATION OF CONTRACTS:

Termination for Default

1. Any contractor determined in writing by the purchasing official to be in breach of any of the terms and conditions of a contract with the Commonwealth of Kentucky may, in the discretion of the purchasing official, after reasonable time to cure, be declared in default and such contract may be terminated as a result of such default.
2. A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to, failure to perform the contract according to its terms, conditions and specifications; failure to make delivery within the time specified or according to a delivery schedule fixed by the contract; late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provision of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency; failure to diligently prosecute the work under a contract for construction services.
3. The Commonwealth shall not be liable for any further payment to a contractor under a contract terminated for the contractor's default after the date of such default as determined by the purchasing official except for commodities, supplies, equipment or services delivered and accepted on or before the date of default and for which payment had not been made as of that date. The contractor, and his surety, if a performance or payment bond was required under the contract, shall be jointly and severally liable to the Commonwealth for all loss, cost or damage sustained by the Commonwealth as a result of the contractor's default; except that a contractor's surety liability shall not exceed the final sum specified in the contractor's bond.

Funding-Out Provision

The vendor agrees that if funds are not appropriated to the agency or are not otherwise available for the purpose of making payments the agency shall be authorized, upon sixty (60) days written notice to the vendor, to terminate this contract. This termination shall be without any other

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obligation or liability of any cancellation or termination charges, which may be sized by the agreement.

COMPLIANCE WITH FEDERAL REQUIREMENTS: If a procurement involves the expenditure of federal assistance or contract grant funds, the awarded contractor shall comply with such federal law and authorized regulations which are mandatorily applicable and which are not presently set forth elsewhere in the solicitation. Reference: Office of Management and Budget Circular A-102, Appendix "O".

TERMS FOR PROMPT PAYMENT: KRS 45.451 to 45.458 require that all bills shall be paid within 30 working days of either the receipt of correct invoice, or receipt of goods or services in satisfactory condition. A penalty payment of 1% per month shall be added to the amount due the vendor for each full or partial month that the payment exceeds 30 working days.

Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

CURRENT OR FORMER STATE EMPLOYEE SEEKING TO DO BUSINESS WITH THE STATE

YOU SHOULD KNOW ABOUT THESE LAWS.

In the 1992 regular legislative session, the General Assembly passed Senate Bill 63 (codified as KRS 11A), the Executive Branch Code of Ethics, which applies, in part, to current and former state officials and employees of the executive branch. The Code was amended during the 1994 Legislative Session.

1. Current State Employees Seeking to Do Business With the State KRS 11A.040(4) Provides:

(4) No public servant shall knowingly himself or through any business in which he owns or controls an interest of more than five percent (5%), or by any other person for his use or benefit or on his account, undertake, execute, hold, or enjoy, in whole or in part, any contract, agreement, lease, sale, or purchase made, entered into, awarded, or granted by any state agency. This provision shall not apply to a contract, purchase, or good faith negotiation made pursuant to KRS Chapter 416 relating to eminent domain or to agreements, which may directly or indirectly involve public funds disbursed through entitlement programs.

2. Former State Officers and Elected Officials Seeking Employment From Entities Who Do Business With the State

KRS 11A.040(6) Provides:

No present or former officer or public servant listed in KRS 11A.010(9) (a) to (i) shall, within six (6) months following termination of his office or employment, accept employment, compensation, or other economic benefit from any person or business that contracts or does business with the state in matters in

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which he was directly involved during the last 36 months of his tenure. This provision shall not prohibit an individual from returning to the same business, firm, occupation, or profession in which he was involved prior to taking office or beginning his term of employment, provided that, for a period of six (6) months, he personally refrains from working on any matter in which he was directly involved during the last 36 months of his tenure in state government. This subsection shall not prohibit the performance of ministerial functions including, but not limited to, filing tax returns, filing applications for permits or licenses, or filing incorporation papers.

3. FORMER STATE EMPLOYEES WHO SEEK TO REGISTER AS LOBBYISTS.

KRS 11A.040(7) provides:

A former public servant shall not act as a lobbyist or lobbyist's principal for a period of one (1) year after the latter of:

- A) The date of leaving office or termination of employment; or
The date the term of office expires to which the public servant was elected.

4. FORMER STATE EMPLOYEES CONTEMPLATING REPRESENTATION OF ANOTHER BEFORE A STATE AGENCY

KRS 11A.040(8) provides:

A former public servant shall not represent a person in a matter before a state agency in which the former public servant was directly involved, for a period of one (1) year after the latter of:

- (A) The date of leaving office or termination of employment; or (B) The date the term of office expires to which the public servant was elected. "OR BY ANY OTHER PERSONS FOR HIS USE OR BENEFIT" includes spouse.

*** DEFINITIONS ***

"OR BY ANY OTHER PERSON FOR HIS USE OR BENEFIT" includes spouse.

"DOES BUSINESS WITH" also includes any regulatory relationship between a state agency and a business, utility or person regulated by the state.

"MATTERS IN WHICH HE WAS DIRECTLY INVOLVED" applies only to matters on which the former employee personally worked or over which the employee had some authority.

"LOBBYIST" also includes executive agency lobbyists—those persons attempting to influence a decision of an executive agency official concerning state expenditures.

"REPRESENT" means to attend an agency proceeding, write a letter, or communicate with an employee of an agency on behalf of someone else.

"IN WHICH HE WAS DIRECTLY INVOLVED" modifies the word "matter" and not the words "state agency". In other words the prohibition operates to prohibit employees from representing individuals in matters in which the employee was directly involved while the employee was at the state agency. The

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employee would be permitted to represent individuals before the state agency so long as the subject matter of the representation was not something in which the employee was directly involved while at the state agency.

These laws are intended to promote public confidence in the integrity of state government and to declare as public policy the idea that state employees should view their work as a public trust and not a way to obtain private benefits.

If you worked for the executive branch of state government within the past year, or were elected to an executive branch term of office, which expired within the past year, you may be subject to the prohibitions of the law.

IN CASE OF DOUBT, THE LAW PERMITS YOU TO REQUEST AN ADVISORY OPINION FROM
THE EXECUTIVE BRANCH ETHICS COMMISSION
CAPITOL ANNEX, FRANKFORT, KENTUCKY 40601 (502) 564

Required Affidavits for Vendors and Registration for Sales and Use Tax Permit

In accordance with Kentucky Administrative Regulation 200 KAR 5:390, any entity awarded a Master Agreement or Contract by the Commonwealth to provide goods or services subject to Sales and Use Tax pursuant to KRS 139.200 and 139.310, shall - for the entity itself, and each affiliate as defined in KRS 45A.067 - perform the following:

- (1) For each entity and each affiliate, which is already registered to pay Sales and Use Tax, **submit a COPY of the appropriate sales and use tax PERMIT or a permit update form.** Registered vendors should already have access to these forms; or
- (2) For each entity and each affiliate, which is not already registered to pay Sales and Use Tax, **submit a copy of Revenue Form 10A100, 'Kentucky Tax Registration Application.'** This form is located:

http://eprocurement.ky.gov/NR/rdonlyres/6D54BB36-2773-4EA2-B68E-48F051111C28/0/10A100_0608.pdf

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Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
OF 2

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FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

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REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS
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- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

Signature [Signature] Printed Name Steve Annusiek
Title Vice President Date 6/29/11

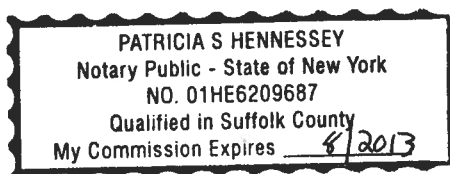
Company Name MSC Industrial Supply Co.
Address 75 MAXXESS DRIVE
McBride, NY 11766

Subscribed and sworn to before me by S. Annusiek Vice President
(Affiant) (Title)

of MSC Industrial Supply Co. this 30 day of JUNE, 2011.
(Company Name)

Patricia J Hennessey
Notary Public
[seal of notary]

My commission expires: 8/2013



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