

**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 Louisiana Contract # 408830

(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 all state agencies and local government entities, institutions of higher education, and school districts located in the State of Louisiana who are authorized by the State of Louisiana 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:

A. Governing Law: This participating addendum shall be governed by and interpreted in accordance with the laws of the State of Louisiana. In the event of a conflict between the terms contained within Louisiana Procurement Statutes and WSCA Master Price Agreement, Louisiana terms and conditions shall apply. In the event any provision of this Participating Addendum or the Master Priced Agreement is contrary to Louisiana law, such provisions shall be null and void. Venue of any action brought with regard to this participating addendum shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

B. Contract Term: This contract shall be effective from date of execution to February 28, 2014 subject to termination clauses herein.

C. Contract Line Limit: Individual line items shall not exceed \$5,000.00 net. Procurements shall not be artificially divided to circumvent the \$5,000.00 threshold.

D. Rebate: MSC Industrial Supply Company agrees to provide an annual rebate to the State of Louisiana based on 1% of the total net (gross sales minus returns, credits and deductions) sales to the State of Louisiana. Check is to be made payable to the State of Louisiana, Division of Administration, Office of State Purchasing. MSC Industrial Supply Company will provide backup documentation to the State of Louisiana to substantiate the rebate amount.

E. Taxes: Any taxes, other than State and local sales and use taxes from which the State of Louisiana is exempt, shall be assumed to be included within the cost.

F. Termination for Non-Appropriation of Funds: The continuation of the contract is contingent upon the continuation of an appropriation of funds by the legislature to fulfill the requirements of the contract. If the legislature fails to appropriate sufficient monies to provide for the continuation of the

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contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriations for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

G. Assignment: No contractor shall assign any interest in this participating addendum by assignment, transfer, or novation, without prior written consent of the State of Louisiana. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State of Louisiana.

H. Late Payments: Interest due by a Louisiana State agency for late payments shall be in accordance with F.S. 39:1695 and 13:4202.

I. Contract Controversies: Any claim or controversy arising out of this Participating Addendum shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

J. Right to Audit: The Louisiana State Legislative auditor, federal auditors and internal auditors of the State of Louisiana, or others so designated by the State of Louisiana, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

K. Amendments: Amendments to the WSCA Master Price Agreement, that have been approved by the WSCA Contract Administrator, will not be applicable to this Participating Addendum and will not be valid unless made in writing as an amendment to this Participating Addendum, signed by the parties and approved as required by the laws of the State of Louisiana. No oral understanding or agreement not incorporated in this Participating Addendum is binding on any of the parties.

L. Internet/On-line Ordering: Orders placed via internet www.msclirect.com must be accessed through Louisiana's unique account numbers and passwords for contract net discount pricing. Agency account number and passwords can be set up by individual agency personnel, agency section name, office, etc.

M. "LaCafe" Purchasing Card Purchases: The State of Louisiana has implemented a purchasing card program, "LaCafe", using the Visa platform. Vendors may receive payment from State Agencies by the procurement card in the same manner as other Visa purchases. "LaCafe" acceptance is not mandatory nor will it be the exclusive method of payment. As the State continues to roll out the program, it may become a preferred method of payment.

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A purchase order will not be issued for purchases paid by the "LaCarte" procurement card – VISA. All terms and conditions of the contract will apply to the credit card purchases. "LaCarte" purchases must be made in accordance with established procedures relative to procurement card use. The procurement card interfaces with AFS, AGPS and LaGov ERP so confirming orders will not be required.

The orders must be placed against the contract net discounted prices.

The Contractor must keep on file a record of all orders for purchases paid by the "LaCarte" procurement card – VISA, issued against this Contract during the Contract period where a purchase order was not issued. Contractor will be required to furnish the State with the following information: item number, quantity, line total and order total.

N. Electronic Order Training: MSC Industrial Supply Company will provide for electronic ordering via www.mscdirect.com at no cost to the ordering agency. No software specialized to www.mscdirect.com will be necessary to access the website. Training to be provided by W. W. MSC Industrial Supply Company to any agency, as needed or requested during the contract period.

O. Available Reporting: MSC Industrial Supply Company will be required to supply the Office of State Purchasing with detailed quarterly usage reports. The report must indicate individual State Agency by department; indicate the purchase type (example, "Tools"). Each report must contain the following minimum information: Contract number, State Agency Name, State Agency Address, Items Provided, List Price, Applied Discount, and Net Price Charged. The report is to state the overall order fill rate for the reporting period on a statewide basis. Report to state any purchases of recyclable products, by agency as well as, state any purchases made from small and emerging businesses. Report must include back orders, partial orders, and re-orders. All reports, whether supplied by electronic media or as a hard copy produced by MSC Industrial Supply Company's software, shall be required to provide fault-free performance in the manipulation of data.

P. Account Information: MSC Industrial Supply Company's system will provide the capability to flag requirements of an individual account and MSC Industrial Supply Company will undertake reasonable commercial efforts to utilize the capabilities to support the State's purchasing protocols. Contractor is not responsible for enforcing the purchasing policies of the State. The State acknowledges that neither Contractor's systems nor staffing are designed for such oversight; for example, determining if an internal agency requisition number is acceptable or whether an AGPS or LaGov ERP order number is mandatory. Terms and conditions of this contract applicable to all state agencies such as tax exemption information, prepaid freight, and "No Minimum Order" will be flagged in MSC Industrial Supply Company's system. Agencies institute other requirements or Limitations by individual account number and MSC Industrial Supply Company will flag the account accordingly. Any single catalog item with a net discount price in excess of \$5,000.00 cannot be purchased from the WSCA # 1862, Louisiana State Contract # 408830. In the event that an unauthorized purchase is made above the \$5,000.00 threshold and product is returned in resalable condition, MSC Industrial Supply Company will credit the purchase price to the State or

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other remedy as mutually agreed.

O. Non-Exclusivity Clause: This contract is Non-Exclusive and shall not in any way preclude state agencies from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

F. Material Safety Data Sheets (MSDS) and Labeling: MSC Industrial Supply Company agrees to provide the State with MSDS and warning labels with each shipment on all hazardous chemicals and other appropriate commodities purchased through this contract in accordance with the revised rules and regulations relative to Occupational Safety and Health Administration (OSHA).

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: gburchett@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@msc.direct.com

Participating State (Entity)

Name: Denise Lea
Address: P. O. Box 94095
Baton Rouge, LA 70804-9095
Telephone: (225) 342-8010
Fax: (225) 342-8688
E-mail: denise.lea@la.gov

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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 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.

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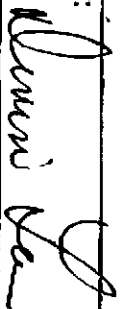
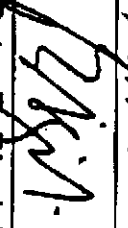
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor:
By: 	By: 
Name: Denise Lea	Name: Peter E. Biagioli
Title: Assistant Commissioner	Title: National Accounts & Government
Date: 4/27/11	Date: 4/19/11

[Additional signatures as required by Participating State]