

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/15/2018

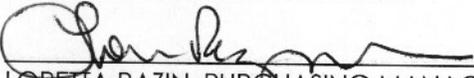
CONTRACT #: 8002346, 8002347, 8002348 & 8002349

NIGP CODE: 345 0000

CONTRACT FOR: Material Repair & Operation (MRO)

CONTRACTOR: Fastenal Co (175595)
Grainger Inc (175421)
MSC Industrial (174921)
Noble Supply (161701)

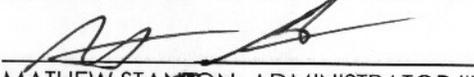
SUBMITTED FOR ACCEPTANCE BY:



LORETTA RAZIN, PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 10/15/18

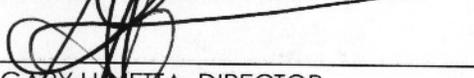
RECOMMENDED FOR ACCEPTANCE BY:



MATHEW STANTON, ADMINISTRATOR III

DATE 10/18/18

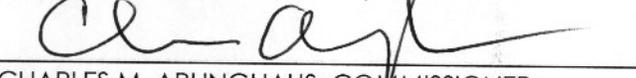
APPROVED FOR ACCEPTANCE BY:



GARY LUMENTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/18/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII



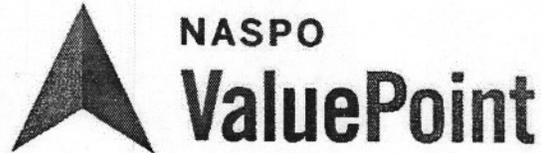
CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/15/18

MASTER AGREEMENT # 8499
FORM PARTICIPATING ADDENDUM

NASPO ValuePoint
PARTICIPATING ADDENDUM

**Facilities Maintenance and Repair &
Operations (MRO) and Industrial Supplies**
Lead by the State of Oregon



Master Agreement #: 8499

Contractor: **Sid Tool Co. dba MSC Industrial Supply Co. Inc. (Contractor)**

Participating Entity: **State of New Hampshire**

The following Goods or services are included in this Addendum:

- All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the **Facilities Maintenance and Repair & Operations and Industrial Supplies** led by the State of Oregon for use by state agencies and other entities located in the Participating State [*or State Entity*] authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of New Hampshire. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

ELIGIBLE PARTICIPANTS – Eligible Participants include all departments and agencies of the State of New Hampshire ("State"). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any non-profit agency certified under the provisions of §501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-1:17 shall be eligible to participate under this contract whenever said sub-divisions or non-profit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

CONTRACTOR	
Name:	Mike O'Connor, NE State Contract Manager
Address:	MSC Industrial Supply 1 Perimeter Rd Manchester, NH 03103
Telephone:	Office: 603-666-4045 Cell: 781-608-1649
Fax:	603-666-4841
Email:	BranchMAN@mscdirect.com OR oconnorm@mscdirect.com

PARTICIPATING ENTITY	
Name:	Loretta Razin
Address:	State of New Hampshire, Depart. of Administrative Svc Bureau of Purchase and Property State House Annex RM 102 25 Capitol Street Concord, NH 03301
Telephone:	(603) 271-0579
Email:	Loretta.Razin@DAS.NH.GOV

4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- A. Terms and Conditions
- B. Additional Discounts

SECTION A: CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Procurement and Support Services, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.
2. **COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

3. **TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.
4. **CONTRACT PRICE.** All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.
5. **DELIVERY.** If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.
6. **INVOICING.** All invoices must list Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on purchase order or written documentation, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.
7. **PERSONNEL.**
 - 7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.
 - 7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.
8. **VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
9. **TOXIC SUBSTANCES.** In compliance with RSA 277-A Toxic Substances in the Workplace known as the Workers Right to Know Act, the vendor shall provide Safety Data Sheets (277-A:4 Safety Data Sheets) for all products covered by said law.
10. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

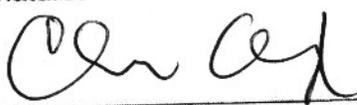
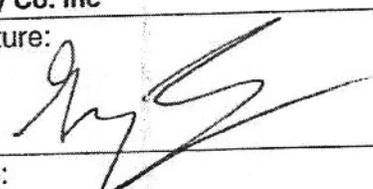
SECTION B: All orders placed pursuant to this Master Agreement, Vendor shall provide an additional discount on the following:

- Additional discount on the following:
- o HVAC – 25% (Maxess)

- o Material Handling – 25% (Glide Max)
- o Power Tools – 22.5% (Dewalt, Black & Decker & Milwaukee)

5. Lease Agreements: Equipment lease agreement terms and conditions included in the Master Agreement have not been approved for use in the **State of New Hampshire**.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of New Hampshire, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: State of New Hampshire	Contractor: Sid Tool Co. dba MSC Industrial Supply Co. Inc
Signature: 	Signature: 
Name: Charles M. Arlinghaus	Name: <i>Conrad Leaf</i>
Title: Commissioner	Title: <i>v. h.</i>
Date: <i>10/19/18</i>	Date: <i>10/13/18</i>

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:
Telephone:
Email:

Shannon Berry
775-720-3404
sberry@naspovaluepoint.org