**CONTRACT: LIMITED MATERIALS REPAIR & OPERATION (MRO) AND EMERGENCY PREPAREDNESS RESPONSE**

**CONTRACT #: Multiple Contracts**

**VENDORS: WW Grainger; Fastenal Co & MSC Industrial**

* * * * * * *

**SUBMITTED FOR ACCEPTANCE BY:**

**LORETTA HEAD, PURCHASING AGENT**
**BUREAU OF PURCHASE AND PROPERTY**

**DATE** 9/8/11

**RECOMMENDED FOR ACCEPTANCE BY:**

**ROBERT STOWELL, ADMINISTRATOR**
**BUREAU OF PURCHASE AND PROPERTY**

**DATE** 9/8/11

**ENDORSED FOR ACCEPTANCE BY:**

**ENDORSED BY:**
**MICHAEL P. CONNOR, DIRECTOR**
**PLANT AND PROPERTY MGT.**

**DATE** 9/9/11

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

**LINDA M. HODGDON, COMMISSIONER**
**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**DATE** 9/12/11

**NOTES**: These contracts are a result of a WSCA bid by lead state of Nevada for MRO facility items. Currently NH has state contracts in place for half of the items and I am proposing that NH jump on the WSCA contract for the remaining items NOT under contract. As the other categories come up for renewal, it is the intent of P&P to bid them out. If we can continue obtaining better pricing on our own, we will keep our contracts-if not then we can amend the WSCA contracts to include the categories at a very good discount with WSCA.

Additionally, these contracts are being implemented to replace the DOT Credit Card contracts that have been in place for several years and are in violation of RSA 21:I. I have been working very closely with DOT and have attached documentation that they are on board with the proposed contracts and how they plan to maintain the integrity of the contracts, orders and auditing of orders by their districts/bureau.

As you can see there is a great deal of saving and opportunity for all agencies. I highly recommend the approval of the three vendors for the MRO contracts.

On a side note, I will also be working with the same three vendors for separate contracts, also offered under the WSCA agreements for Emergency Preparedness, Response and Recovery. These contracts will be included and offered for the ESF and Homeland Security for state of emergency.

**Please see the reverse side of this memo for the categories ALLOWED under this "Limited MRO Contract".** I have a strikethrough on the categories NOT allowed. Again, I am working VERY closely with DOT and they understand the "LIMITED" categories.

**Categories**

**Heating, Ventilation, Air Conditioning/Refrigeration (HVAC)**
~~Air Filters~~
~~Lamps, Ballasts and Fixtures~~
~~Cleaning~~
**Material Handling Repairs**
**Security**
**Motors and Accessories**
~~Electrical Repairs and Equipment~~
~~Fasteners~~
~~Batteries and~~ **Flashlights**
**Outdoor Garden Supplies and Equipment**
~~Paint and Accessories~~
~~Plumbing~~
~~Pneumatic Tools~~
~~Power Tools and Accessories~~
**Safety**
~~Hand Tools~~
~~Welding and Soldering~~

I am available to meet with you for greater details should you need me. Thank you all for your consideration.

**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 New Hampshire]**
(hereinafter "Participating State")



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.)
**(Replace this with specific changes or a statement that No Changes Are Required)**

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** |

**Participating State (Entity)**

| | |
|---|---|
| **Name:** | **State of New Hampshire** |
| **Address:** | **25 Capitol Street, Rm 102, Concord NH 03301** |
| **Telephone:** | **603-271-3135** |
| **Fax:** | **603-271-2700** |
| **E-mail:** | **Loretta.Head@nh.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 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 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 New Hampshire]**
(hereinafter "Participating State")



| | |
|---|---|
| Participating State/Entity:<br>**State of New Hampshire** | Contractor:<br>**MSC Industrial Supply Co** |
| By:<br>Linda M Hodgdon | By: |
| Name: Linda M. Hodgdon | Name: |
| Title: Commissioner | Title: |
| Date: 9/12/11 | Date: |

[Additional signatures as required by Participating State]