



**MASTER AGREEMENT #082724**  
**CATEGORY: Janitorial Supplies**  
**SUPPLIER: Sid Tool Co. Inc. dba MSC Industrial Supply Co.**

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Sid Tool Co. Inc. dba MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC 28036 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

**Article 1:**  
**General Terms**

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on October 31, 2028, unless it is cancelled or extended as defined in this Agreement.
- a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
- b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #082724) to Participating Entities. In Scope solutions include:
- a) Cleaning supplies and chemicals;
- b) Janitorial equipment;
- c) Consumable items, disposable and hygiene supplies;
- d) Facility and sanitary maintenance products;
- e) Breakroom supplies;
- f) Facility safety supplies;
- g) Proposers must include one or a combination of the offerings listed in a. – f. above in their proposal to be eligible to propose the following complementary solutions:
- i) Janitorial or custodial-related software, applications, or platforms.
- ii) Customer support, training, and assessment services.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

**13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

## **Article 2: Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
  - Identify the applicable Sourcewell Agreement number;
  - Clearly specify the requested change;
  - Provide sufficient detail to justify the requested change;
  - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
  - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
  - Maintenance and management of this Agreement;
  - Timely response to all Sourcewell and Participating Entity inquiries; and
  - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or



remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by either party to act or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
    - \$1,500,000 each occurrence Bodily Injury and Property Damage
    - \$1,500,000 Personal and Advertising Injury
    - \$2,000,000 aggregate for products liability-completed operations
    - \$2,000,000 general aggregate
  - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
  - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
  - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

### **Article 3: Supplier Obligations to Participating Entities**

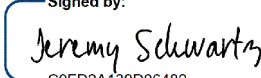
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

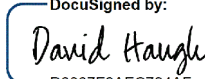
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.
  
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
  
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
  
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Sid Tool Co., Inc.  
dba MSC Industrial Supply Co.

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 11/24/2024 | 8:13 PM CST  
 \_\_\_\_\_

DocuSigned by:  
  
 D0007F8AEC794AF...  
 By: \_\_\_\_\_  
 David Haugh  
 Title: Vice President Public Sector  
 Date: 11/24/2024 | 8:26 AM PST  
 \_\_\_\_\_

# RFP 082724 - Janitorial Supplies and Equipment with Related Services

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## Vendor Details

Company Name: Sid Tool Co  
Does your company conduct business under any other name? If yes, please state: MSC Industrial Supply  
Address: 75 Maxess Rd  
Melville, NY 11747  
Contact: Elizabeth Flores  
Email: Florese@mscdirect.com  
Phone: 714-768-0049  
Fax: 714-768-0049  
HST#: 113289165

## Submission Details

Created On: Wednesday July 17, 2024 16:54:41  
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Submitted By: Elizabeth Flores  
Email: Florese@mscdirect.com  
Transaction #: efc6abd8-8551-4068-a1d6-73775a276d86  
Submitter's IP Address: 170.85.56.183

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives (Not Scored)**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Sid Tool Co., Inc. DBA MSC Industrial Supply Co.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No other subsidiaries, authorized affiliates or entities will be responsible for offering or deliver of our proposed solutions.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 4J007 / UEI: NTP7NWDS9Y49
5	Provide your NAICS code applicable to Solutions proposed.	423840 / 423830
6	Proposer Physical Address:	MSC Industrial Supply Co. 525 Harbour Place Drive Davidson, NC 28036
7	Proposer website address (or addresses):	mscdirect.com
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	David Haugh, Vice President, Public Sector 525 Harbour Place Drive Davidson, NC 28036 David.Haugh@mscdirect.com 773-710-5998
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Elizabeth Flores, State Public Sector Program Manager 11742 Kensington Road Rossmoor, CA 11742 florese@mscdirect.com (714) 768-0049
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	No other contacts

**Table 2A: Financial Viability and Marketplace Success (50 Points)**

Line Item	Question	Response *
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<p>11</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.</p>	<p>Founded in 1941, MSC Industrial Supply Co. (MSC) is an over \$4 billion nationwide distributor of maintenance, repair, and operations (MRO), industrial, and metalworking products. We also provide our customers with a wide range of inventory management solutions and services focused on reducing their supply chain costs.</p> <p>We have been partnering with state and local agencies for over 44 years, and we maintain a 20-year relationship with General Services Administration (GSA) in support of our Federal Government programs.</p> <p>MSC has extensive experience supporting Public Sector customers, including Sourcewell, through national and state purchasing cooperative programs and state-specific contracts. In addition, we partner with numerous agencies at the federal, state and local level across the U.S., including military bases, the United States Postal Service, municipalities, higher education, school districts, Public Sector healthcare systems and providers.</p> <p>Dedicated to becoming trusted advisors – not just a distributor – to our customers, our mission is to create an end-to-end MRO supply chain solutions for each Public Sector customer built around their unique needs, and generate efficiencies and significant cost savings for their programs. We accomplish this through a collaborative approach aligning with customer goals. Our value is seen through a variety of channels, including, but not limited to:</p> <ul style="list-style-type: none"> <li>• Industry-experienced Account Management Teams familiar with the unique needs of the public sector.</li> <li>• Expansive catalog of approximately 2.4 million SKUs across more than 40 categories</li> <li>• eProcurement solutions designed to streamline and automate the procurement process from order to invoicing (e.g., EDI capabilities, PunchOut catalogs, msdirect.com, and more).</li> <li>• Advanced Inventory Management Solutions and Analytics designed to provide control of and insight into customer history and purchasing habits.</li> </ul> <p>MSC has been driving innovations to solve maintenance, metalworking and operations for all of our customers. With over 7,000 associates enterprise wide, MSC brings a depth of expertise and insight not found with other suppliers to improve efficiencies, productivity and profitability.</p>
<p>12</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Should MSC be awarded the contract for Janitorial Supplies and Equipment with Related Services, we would like to further our relationship with Sourcewell. Through the continuing collaboration with and alignment of Sourcewell and its Participating Entities, MSC would look to expanding the product offering through the introduction of new products and our relationships with strategic suppliers. Additionally, MSC would like to opportunity to identify and partner with newer market channels and offer existing public sector customers an alternative purchasing cooperative from which then can benefit.</p>
<p>13</p>	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.</p>	<p>MSC demonstrates our financial strength and stability through the year-over-year increase in sales. See the following:  FY23: \$4,009,282,000  FY22: \$3,691,893,000  FY21: \$3,243,224,000</p> <p>Our heavy investment and dedication to our public sector programs is reflected in our increase in revenue within the public sector segment. Our public sector revenue represented approximately 10% for Fiscal Year 2023 – a 2% increase from the prior fiscal year. Additionally, our 2023 fiscal year net sales increased 8.6%, or \$317.4 million, and sales to our public sector customers increased by over \$122 million. Additionally, we actively pursue strategic acquisitions that would deepen our experience and capabilities so that we may provide enhanced value to our customers. Most recently, we have acquired the following:  2024 – Premier Tool Grinding  2024 – KAR Industrial  2023 – Tru-Edge Grinding  2023 – Buckeye Industrial Supply  2022 – Tower Fasteners  2022 – Engman-Taylor</p> <p>As a publicly owned company, all financial information we disclose to public are available in our SEC filings. Please visit the following link for more information:  <a href="https://investor.msdirect.com/">https://investor.msdirect.com/</a></p>



14	What is your US market share for the solutions that you are proposing?	<p>MSC operates in a large, fragmented industry comprised of national, regional and local distributors, retail outlets, small distributorships, online distributors, direct mail suppliers, large warehouse stores and manufacturers' own sales forces serving MRO customers.</p> <p>While MSC does not disclose exact percentage of market share, we have a comprehensive growth strategy focusing on leveraging our portfolio strengths and metalworking expertise, expanding solutions, growing E-commerce, and diversifying the business so that we may improve profitability and gain market share throughout North America.</p>	*
15	What is your Canadian market share for the solutions that you are proposing?	<p>MSC operates in a large, fragmented industry comprised of national, regional and local distributors, retail outlets, small distributorships, online distributors, direct mail suppliers, large warehouse stores and manufacturers' own sales forces serving MRO customers.</p> <p>While MSC does not disclose exact percentage of market share, we have a comprehensive growth strategy focusing on leveraging our portfolio strengths and metalworking expertise, expanding solutions, growing E-commerce, and diversifying the business so that we may improve profitability and gain market share throughout North America.</p>	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	MSC has never filed for bankruptcy.	*
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	a) MSC is a nationwide distributor. We have contracts with over 3,000 suppliers, including with those providing product for this RFP. We can provide authorization letters upon request.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MSC maintains all the licenses necessary to conduct business in all 50 states and Canada.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	MSC has not held any debarment or suspension status.	*

20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>MSC has been ranked in multiple Modern Distribution Management's (MDM) 2024 Top Distributors lists. MDM's annual report evaluates North American distributors by revenue, showcasing industry leaders in various sectors. MSC's Achievements in MDM 2024 Rankings:</p> <p>MSC is ranked #13 among Top Industrial Supplies Distributors. The company holds the #6 position for Top MRO Industrial Distributors. MSC stands at #4 in the Fastener Distributors category. MSC is also ranked #5 as a Top Safety Distributor.</p> <p>The rankings reflect MSC's market presence and the demand for its wide range of products and services. This performance is attributed to MSC's focus on delivering quality and meeting the specialized needs of customers.</p> <p>Additional awards include: Our dedication and excellence is reflected in the many awards we have won, including:</p> <ul style="list-style-type: none"> <li>• 2024-2025 Best Companies to Work For – U.S. News &amp; World Report</li> <li>• 2024 - Certified™ Great Place to Work®</li> <li>• 2023 – Supplier Partner of the Year – CoVest (a Group Purchasing Organization)</li> <li>• 2023 – Best Place to Work for Disability Inclusion – 90 Disability Equality Index – Disability:IN</li> <li>• 2022 - Best Overall Safety Program and Culture (runner up) - The EHS Daily Advisor</li> <li>• 2021 - ISA Innovation Impact Award - Industrial Supply Association</li> </ul>
21	What percentage of your sales are to the governmental sector in the past three years?	Our public sector revenue represented approximately 10% for Fiscal Year 2023 – a 2% increase from the prior fiscal year. FY22 revenue was 8% and FY21 was 9%.
22	What percentage of your sales are to the education sector in the past three years?	MSC does not break down revenue by education. However, all financial information we disclose to public are available in our SEC filings. Please visit the following link for more information: <a href="https://investor.msdirect.com/">https://investor.msdirect.com/</a>
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>NASPO: FY21 - \$58,549,148 / FY22 - \$63,328,861 / FY23 - \$140,786,589                  OMNIA: FY21 - \$4,453,157 / FY22 - \$5,241,430 / FY23 - \$4,886,723                  Sourcewell: FY 21 - \$4,253,089 / FY22 - \$6,182,999 / FY23 - \$5,228,824</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA: FY21 - \$1,957,106.40 / FY22 - \$1,592,294.27 / FY23 - \$1,486,411.62                  US Marine Corps: FY21 - \$21,527,696.62 / FY22 - \$38,069,128.78 / FY23 - \$75,977,248.34                  US Air Force: FY 21 - \$5,780,290.55 / FY22 - \$4,877,117.83 / FY23 - \$5,412,287.24                  Department of Defense: FY21 - \$5,780,290.55 / FY22 - \$4,877,117.83 / FY23 - \$5,412,287.24                  US Navy: FY21 - \$4,786,953.37 / FY22 - \$5,036,384.07 / FY23 - \$5,634,773.01                  US Army: FY21 - \$2,441,581.11 / FY22 - \$2,220,068.30 / FY23 - \$2,274,718.55                  FSSI: FY21 - \$8,142,114.31 / FY22 - \$6,446,142.40 / FY23 - \$6,869,819.05                  US Coast Guard: FY21 - \$350,680.21 / FY22 - \$416,298.95 / FY23 - \$1,269,000.20</p>

**Table 2B: References/Testimonials**

**Line Item 25.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of San Francisco	Gloria Yuen, Office of Contract Administration	628-652-1635
City of Houston	Jedediah Greenfield, MPA, CTCD, CTCM	832.393.9126
State of New Jersey Procurement Bureau	Christine J. Murphy, Procurement Supervisor, Commodities Unit	609-984-7337

**Table 3: Ability to Sell and Deliver Solutions (150 Points)**

Describe your company’s capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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<p>26</p>	<p>Sales force.</p>	<p>MSC maintains a sales force of over 2,600 field sales and service associates, including a Public Sector Account Management Team familiar with the unique compliance requirements of Public Sector entities. For over twenty years we have been specializing in customers at the federal, state and local level including national purchasing cooperatives, military bases, municipalities, school districts and public sector healthcare systems and providers.</p> <p>Dedicated subject matter experts well versed in the intricacies of the Public Sector space, MSC Public Sector associates add significant value to the Sourcewell program. Utilizing their unique experience, they will manage the Sourcewell program from a contract level and individual entity level.</p> <p>MSC's Program Manager, Public Sector (PMP) will continue to oversee and ensure program compliance for the Sourcewell contract. Our PMP has effectively managed the program since 2011. For each of the Participating Entities, MSC will assign a team of Account Managers, Public Sector (AMPS) as the primary point of contact. MSC AMPs maintain an average tenure of eight years and will manage the components of the Sourcewell programs in their area, including customer support, training, logistics, reporting, and integration. AMPS will always stay up to date with respect to the Sourcewell agreement and Participating Entities terms, conditions, and requirements. As an additional layers of support, Sourcewell Participating Entities will have access to a network of local Key Account Sales Consultants with extensive training on the Sourcewell program, a Sourcewell-dedicated Customer Care Team and our general Customer Care Team who also has access to Sourcewell-specific program information.</p> <p>The teams may be contacted through the following methods:                  Dedicated Sourcewell Customer Care Team: 1 833-709-0136 or via e-mail at <a href="mailto:sourcewell@mscdirect.com">sourcewell@mscdirect.com</a>.</p>
<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Distribution Methods: A majority of our customer orders are shipped from our six Customer Fulfillment Centers (CFCs) housing approximately 2.4 million SKUs. These CFCs are located in Atlanta, GA; Elkhart, IN; Hanover Park, IL; Harrisburg, PA; and Reno NV, and range in size from 288,000 to over 820,000 square feet. Other large, or special item orders may originate directly from suppliers or manufacturers.</p> <p>MSC also maintains 36 North American warehouses – responsible primarily for stocking and fulfillment of inventory – ranging in size from 1,000 to 110,000 and four manufacturing locations. These manufacturing locations range in size from approximately 2,000 to 23,000 square feet. Our 10 regional inventory centers, all of which are located in the United States, which vary in size from approximately 7,000 to 58,000 square feet.</p> <p>Most orders ship via UPS. However, we utilize a network of logistics partners including, FedEx, USPS and other LTL carriers.</p> <p>Resellers: While not required within the parameters of this RFP, MSC offers the flexibility to support individual Participating Entity socioeconomic goals, if necessary. MSC has established a network of small businesses that are authorized resellers of our products. These companies also have Small Business Certifications and other socioeconomic statuses.</p>

<p>28</p>	<p>Service force.</p>	<p>In addition to our Public Sector Account Management Team, Sourcewell and its Participating Entities have access to a variety of MSC Specialists, including:</p> <ul style="list-style-type: none"> <li>• Industrial Safety Consultants: MSC maintains a staff of Industrial Safety Consultants dedicated meeting our customers' safety needs. They partner with our customers' safety teams and bring their expertise to support customer programs by leveraging our supplier relationships to conduct site surveys, personal protection assessments and facility audits. As MSC provides compliance-based training that can be conducted onsite or via WebEx conferences, we can tailor the program to meet customer needs. All MSC Industrial Safety Consultants maintain multiple certifications including: QSSP Certification, OSHA 30-Hour Certification, Competent Person, and other certifications.</li> <li>• Metalworking Specialists – MSC's Metalworking Specialist's primary responsibility is to deliver documented value to our customers resulting from the product testing they administer on site. The costs savings MSC's Metalworking Specialists document includes a variety of areas of productivity, including: tool performance (speed/feed); cycle time; tool life; and other critical components of the manufacturing process.</li> <li>• Fluid Connector Specialist: The sole focus is on driving process and productivity improvements for Sourcewell and Participating Entities. This team supports the Parker Hannifin brand, being recognized as the only National Distributor supporting the Parker Hannifin brand; our comprehensive fluid management solutions are proven to reduce inventory and drive productivity for our customers.</li> <li>• MSC Metalworking Tech Team: Contacted by phone, email or chat, the MSC Metalworking Tech Team is here to assist with our customers' technical, application and product challenges. Our time-served machinists have a combined experience of 400 years. Our Metalworking Tech Team will update you on the newest technology and techniques to deliver breakthrough productivity improvements while keeping your costs down.</li> <li>• Vendor Managed Inventory Specialists (VMIS) – The VMIS provides vending, VMI, and other inventory management support. MSC VMIS' interfaces with end users on the production floor to provide support for our products and to identify continuous improvement activities.</li> <li>• Customer Productivity Consultants (CPC): Our CPCs work closely with our customers to identify opportunities for increased efficiency and productivity. Using a consultative approach to assessing existing processes, they will recommend customized solutions for improving performance and reducing costs. Their strategic approach includes enhancing function performance, reducing procurement cycle time and effort, decreasing inventory, reducing supplier base, and other cost-saving measures.</li> </ul>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Whether an order is called in, placed online, email or other eprocurement method, Sourcewell and Participating Entities are ensured access to contract-specific information, including pricing and discounts. Based upon preference, Participating Entities have a variety of options for ordering:</p> <ul style="list-style-type: none"> <li>• mscdirect.com: Participating Entities, once logged in, will have access to a wide array of functions and information, including: swift search and transaction capabilities; real-time inventory level information; customer-specific pricing; workflow management tools; customized reporting; and much more.</li> <li>• Telephone Orders: Participating Entities can contact the dedicated Sourcewell Customer Care Team at 833-709-0136. Associates are available Monday through Friday, 7am-11pm, ET, and Saturday, 8am-5pm, ET.</li> </ul> <p>Sourcewell's dedicated Customer Care Associates have instant access to the user's program and specific buyer profile, as well as inventory levels by distribution centers on all SKUs offered by MSC. The user's profile includes historical and current billing and purchasing information, and historical purchasing information.</p> <ul style="list-style-type: none"> <li>• Eprocurement Methods: We offer multiple methods to integrate with customer eProcurement systems to help Participating Entities streamline procurement processes. We partner with many of the largest eProcurement and ERP providers, including SAP, Ariba, Exostar, Perfect Commerce, Oracle, and more. MSC utilizes the ANSI X12 standards for EDI and the 810, 850, 855, 856, and 997 transaction sets. We support ANSI X12 versions from 4010 through 4030 and cXML standards.</li> <li>• Email: Customers can also order through e-mail at <a href="mailto:sourcewell@mscdirect.com">sourcewell@mscdirect.com</a></li> </ul>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Our local support model allows for increased customer service levels as Sourcewell and its Participating Entities will be assigned Regional Account Managers Public Sector, Key Account Sales Consultants and Field and Solutions Specialists. These associates will assist with managing the program and providing sales and technical support on a local level.</p> <p>In addition to the Sourcewell Public Sector Sales Support and Commercial Operations Team, Sourcewell will have access to both a Sourcewell-dedicated Customer Care Team and our general Customer Care Team who also has access to Sourcewell-specific program information. The teams are available Monday through Friday, 7am-11pm, EST, and Saturdays, 8am-5pm, ET, and may be contacted through the following methods:</p> <p>Dedicated Sourcewell Customer Care Team: 1 833-709-0136 or via e-mail at sourcewell@mscdirect.com.</p> <p>General Customer Care Team: 1-800-645-7270, or via email at customercare@mscdirect.com.</p> <p>If Sourcewell and its Participating Entities have a question or experience any challenges, they would reach out to their local sales associate or our customer care representatives. These knowledgeable field and customer service representatives are well versed in the Sourcewell program and can receive orders, provide real-time inventory status, recommend product alternatives, arrange or provide technical support, and much more. A majority of calls are resolved upon first contact.</p> <p>In the rare instance a resolution cannot be reached in a single call, MSC will get back an acceptable response, typically within one business day. And, if the issue cannot be resolved on the local level, it would be escalated to Sourcewell's Account Manager, Public Sector or the overall Program Manager, who will work as expeditiously as possible to reach a solution.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	As an incumbent for Sourcewell's STEM, Janitorial and MRO categories, MSC is willing and able to continue providing products and to also continue to support Sourcewell goals throughout the United States and North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	MSC is fully capable of providing service to Sourcewell Participating Entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	There are no areas MSC cannot service through the proposed agreement.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	If awarded, MSC would continue to service all Participating Entities without exclusion.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>MSC ships small parcel shipments to Alaska, Hawaii and Puerto Rico via UPS Ground and Air services. Note, as transit times for these orders are based upon UPS committed delivery times, order receipt ranges from five to seven days depending upon the destination. Hazardous materials are not shipped to Alaska, Hawaii or outside of the contiguous United States.</p> <p>LTL shipments are managed through our LTL carriers and their associated networks. Lead times are determined by the carrier and dependent upon sea freight availability and sailing schedules.</p>	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes	*

**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *
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37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>As an incumbent supplier for Sourcewell's STEM, Janitorial and MRO categories, the program rollout would ensure a smooth continuation of services without disruption as most Participating Entities are familiar with MSC.</p> <p>Within MSC, our integrated information systems will contain Sourcewell-specific information, including the discounted pricing, free freight program, and more. Our systems make all data available whether Sourcewell is contacting a local sales associate or calling one of our dedicated Customer Care Team Associates.</p> <p>The Program Manager will also work to market the program to existing and new Participating Entities through Sourcewell resources, and will utilize tools such as:</p> <ul style="list-style-type: none"> <li>• Co-branded Marketing Literature specific to MSC's capabilities to drive contract/program awareness.</li> <li>• Web-Based Marketing – using the Sourcewell's portal</li> <li>• Email Marketing – periodic emails to highlight promotions, specials, and seasonal items of interest.</li> <li>• MSC Supplier Resources – Joint Calls, Updates on the latest innovations, Technical Field Support, Product and Safety Training.</li> <li>• MSC Sales Support will be determined, based on Participating Entity needs and requirements.</li> <li>• MSC On-Site (Customer Facility) Open Houses – Expand our On-Site Open House Program and Product Demonstration Workshops for Participating Entities.</li> <li>• MSC Customer Fulfillment Center Tours</li> <li>• Trade Show Participation</li> </ul>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our primary method of presenting products and solutions is the MSC website and our digital marketing programs, which include tactics such as search engine marketing, email marketing, social media and online advertising. These programs align with the ever-evolving buying behavior of our customers and are designed to maximize marketing productivity and return on marketing dollars spent. While digital is our primary means of marketing, we leverage catalogs, sales collateral and promotional brochures where appropriate. We use these methods to target customers in specific areas, such as metal fabrication, facilities management, and safety and janitorial, with a more focused selection of products or solutions.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>MSC is dedicated to strengthening our relationship with Sourcewell and leveraging their expertise in the Janitorial space. Through collaboration, we anticipate promoting the partnership through site visits, tradeshow, and co-branded marketing collateral. Additionally, MSC's extensive product range, ordering capabilities, supply chain efficiency, and eCommerce platform will enhance the contract value.</p> <p>MSC will equip its Sales Team with a comprehensive Sourcewell contract implementation plan. This plan will outline specific actions to promote, plan, measure, and reinforce the new Sourcewell Janitorial contract, with clear metrics in place to track success.</p>	*

40	<p>Are your Solutions available through an e-procurement (i.e. digital catalog) ordering process? If so, describe your e-procurement system, its features (i.e. pricing, stock availability, photo, description) and how governmental and educational customers have used it.</p>	<p>MSC offers a host of methods to integrate with eProcurement systems. In Fiscal Year 23, approximately 61% of our customer orders were submitted digitally through our ecommerce platforms (eprocurement, mscdirect.com, and vending machines) and over 50% of Sourcwell orders were electronically placed.</p> <p>We partner with many of the largest eProcurement providers, including SAP Ariba, Coupa, Proactis, Jaggaer, Oracle, and more. Additionally, we also support EDI (810, 850, 855, 856 and 997 documents) and XML (cXML, xcb13) transmissions. Additionally, we can provide both PunchOut and Hosted Catalogs.</p> <p>The best, most flexible user experience, Punchout Catalog benefits include:</p> <ul style="list-style-type: none"> <li>• Personal link to a customized mscdirect.com landing page allows Participating Entities at different locations to not only access to Sourcwell-specific pricing and discounts, but also access over two million products utilizing a best-in-class search engine.</li> <li>• Elimination of double entry as all items are pulled from the Shopping Cart directly into the ERP system.</li> <li>• Access to the most up-to-date data (part number, contract price, and purchase unit of measure), which allows for no-touch order automation, contract compliance, invoice accuracy, etc.</li> <li>• MSCdirect.com PunchOut tool is able to highlight your preferred items, which helps drive contract compliance on your key market basket items</li> <li>• In addition, PunchOut enables you to have all of your purchase activity under one solution, including special order items via our Quote-to-PunchOut feature</li> <li>• All Vendor Managed Inventory (VMI), Customer Managed Inventory (CMI) and Vending Replenishment Orders are available through PunchOut.</li> <li>• Items and pricing are available in real-time so there is no need to conduct catalog refreshes. Any new item pricing would be uploaded to the system and be available immediately.</li> <li>• Quote-to-PunchOut is a key feature that allows quote requests &amp; responses to all be managed from within the PunchOut Solution, streamlining the ordering process for nonstandard items.</li> </ul> <p>MSC can also supply a Hosted Catalog – a static file containing Sourcwell-specific pricing directly to the procurement platform. Sourcwell can then utilize its platform’s search capabilities to find items within the catalog, and create and place your order.</p> <ul style="list-style-type: none"> <li>• Hosted catalogs house about 500,000 SKUs, which may include both standard catalog items and frequently purchased database SKUs.</li> <li>• Catalog refreshes would be done on a semi-annual, or mutually agreed upon, basis.</li> <li>• Special order items, quotes, VMI / CMI / Vending would be handled outside of the Hosted Catalog.</li> </ul>
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**Table 5A: Value-Added Attributes (100 Points)**

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>MSC provides a variety of training programs designed to familiarize Sourcewell and its Participating Entities with the MSC program, our solutions and also provide product and technical support. All of these programs are offered to Sourcewell at no additional cost.</p> <p>Designed to ensure Sourcewell and its Participating Entities have a thorough understand of the of the MSC program, we can implement sessions including topics such as:</p> <ul style="list-style-type: none"> <li>- Overview of awarded Sourcewell program and contract pricing</li> <li>- Overview of the MSC website and registration process</li> <li>- Overview of MSC ordering options and customer service processes</li> <li>- Introduction to product training resources</li> <li>- Introduction to Safety, Emergency, and Green resources</li> <li>- Customized topics</li> <li>- Adobe Online Training - For agencies unable to attend a workshop, MSC will set up online training that includes:             <ul style="list-style-type: none"> <li>- Overview of awarded Sourcewell program and contract pricing</li> <li>- Overview of the MSC website and registration process</li> <li>- Overview of MSC ordering options and customer service processes</li> <li>- Introduction to product training resources</li> <li>- Introduction to Safety, Emergency, and Green resources</li> </ul> </li> <li>- How to contact your dedicated Sourcewell team</li> </ul> <p>MSC can arrange product and / or technical support aligned with vendors utilized by Sourcewell at no additional cost. Leveraging our strategic supplier relationships and their Subject Matter Expertise, we can provide on-site or virtual training at individual Sourcewell locations. Additionally, MSC has over 200 in-house product experts to work directly with our customers.</p> <p>Additional examples of training programs and services in conjunction with suppliers, include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Fall Protection</li> <li>• Lock Out/Tag Out Inspections</li> <li>• Harness Inspections</li> <li>• Ladder Safety</li> <li>• General Safety</li> <li>• Product Use</li> <li>• Hand Tool Safety</li> <li>• Power Tool Safety</li> </ul> <p>MSC will work with Sourcewell and its Participating Entities to customize a training program to meet Sourcewell needs.</p>
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<p>42</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>MSC embraces technological innovations to support our customers, which in turn propels MSC growth, improves customer service and reduces operating costs. The innovations make MSC buying practices more effective, improve MSC's automated inventory replenishment and streamline order fulfillment, which result in cost and process benefits to Sourcewell. Examples of current innovations include:</p> <ul style="list-style-type: none"> <li>• ControlPoint App: Our mobile app offers flexibility, efficiency and control of ordering processes. Orders may be made 24/7 and flexible replenishment cycles reduce inventory requirements and paperwork. Users can search by part number or keyword, or they scan barcodes and add directly to the shopping cart. Labels for future ordering can be requested through the app. In the shopping cart, items may be reviewed, edited or saved. Additionally, it may be used in conjunction with mscdirect.com workflow solutions for customized purchasing, including order approval and cost allocation.</li> <li>• Workflow Solutions: Once Participating Entities log into their account online, they will have access to contract-specific pricing and discounts. Additionally, mscdirect.com allows Participating Entities to identify cost centers. Items may be individually coded within an order for reporting purposes. Items can be allocated to departments, cost centers, general ledger accounts, people, job name, job number, and more.</li> </ul> <p>We provide the ability for Participating Entities to establish roles and spending limits for users. Workflow process can be created and managed and user roles and spending limits can be assigned on the MSC website so that users can be assigned the appropriate purchasing levels according to the agreement. Our website supports multiple levels of hierarchy, including Administrator, Buyer with Approval Rights and Buyer.</p> <ul style="list-style-type: none"> <li>• MSC's website, mscdirect.com, is continually being upgraded and enhanced with a focus on delivering an exceptional online customer experience. MSC plans to achieve this by utilizing state-of-the-art cloud technologies, developing an industry-leading search engine, deploying an integrated digital marketing platform and further enriching MSC product data.</li> <li>• MSC CFCs are automated through the use of advanced systems and robotics platforms that allow for the rapid processing of orders for next-day delivery with greater efficiency and accuracy. This helps reduce the cost of fulfillment and cost associated with returns, which allows MSC to offset the effects of an inflationary cost environment and provide a more competitive price to Sourcewell.</li> <li>• MSC is actively leveraging artificial intelligence (AI) in various fields to improve customer experiences and drive efficiencies in areas such as time-series forecasting models for financial planning, AI-driven recommendations for the MSC Customer Care teams, order error processing, natural language processing to automate product taxonomy classification and AI-driven chatbots for MSC associates to quickly find relevant information. With these state-of-the-art tools, MSC improves responsiveness to site level requirements and inquires, resulting in an enhanced customer experience for Sourcewell.</li> </ul>
<p>43</p>	<p>Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>MSC continually works to promote and incorporate sustainability and environmental responsibility within our catalog offerings and within our facilities. We are focused on the environment, climate action and waste reduction and are taking effective actions that will drive change within our facilities.</p> <p>MSC Catalog Offerings and Solutions:</p> <p>MSC works with suppliers to provide products that are cost effective and designated as environmentally preferable. MSC has identified approximately 24,000 eco-friendly products spanning numerous product lines. This includes products that have been certified to a reputable third-party standard or certification.</p> <p>MSC recognizes a specific set of green product certifications and attributes based on the EPA's Environmentally Preferable Purchasing Program. These include Green Seal, Safer Choice, ECOLOGO, GREENGUARD, Forest Stewardship Council (FSC), Energy Star, NEMA Premium, WaterSense, Carpet and Rug Institute (CRI) Green Label Plus, USDA BioPreferred Biobased, Sustainable Forest Initiative (SFI), and SCS Certified green products, among others. Our comprehensive list of Environmentally Preferable Certifications and their qualities can be found on our website.</p> <p>We also provide a variety of recycling programs, including:</p> <ul style="list-style-type: none"> <li>• Battery Recycling: Since 2018, MSC has recycled 364 lbs. of eligible batteries through Call2Recycle Battery Recycling. Call2Recycle is a voluntary battery take-back program which allows customers and associates the opportunity to recycle single-use and rechargeable batteries in a responsible manner. Since the program began, we have recycled 364 lbs. of recyclable batteries.</li> <li>• RightCycle™ Program: Through our collaboration with Kimberly-Clark Professional, MSC offers a recycling program for non-hazardous PPE, flex-film packaging and wet cleaning wipes. The RightCycle™ Program takes used KleenGuard™ or Kimtech™ branded PPE and WypAll™ WetTask™ CriticalClean® wipes from a facility and turns them into new consumer</li> </ul>

goods such as lawn furniture, benches and shelving. We currently have 68 MSC customers participating in The RightCycle™ Program.

- **Regrind Services:** MSC grinding solutions help customers with metalworking tooling to reuse existing tools multiple times before the end of their useful life. MSC has expanded our expertise in regrinding, through our acquisition of Tru-Edge Grinding Solutions and its process to provide high-quality, precision resharpening that may allow tools to be resharpened 6-10 times. MSC also offers recycling options for metalworking tooling. Over 500,000 tools are reground on an annual basis across the 750 facilities we support nationwide. Additionally, more than 20,000 lbs. of carbide have been recycled since 2021 through our regrind services.

#### Initiatives within MSC Facilities

Through new technologies and partnerships, MSC is making a positive impact as a trusted environmental steward by reducing, reusing and recycling certain commodities to alleviate unnecessary waste.

- **Solid Waste:** In 2022, MSC initiated a solid waste reduction project to quantify all solid waste streams at our seven Customer Fulfillment Centers (CFCs), assess recycling rates, and find ways to minimize and divert waste from landfill disposal. Partnering with NorthStar Recycling, waste audits were conducted, resulting in waste reduction roadmaps to identify opportunities to divert additional waste streams from landfill disposal.

Currently, all our CFCs recycle corrugated cardboard, pallet wood, scrap metal, ink and toner cartridges, and universal wastes. Excluding pallets and scrap metal recycled this year, our baseline recycling rates at these facilities range from about 30% to 80%, largely reflecting the significant volumes of corrugated cardboard—approximately 17 tons per CFC—MSC recycles.

- **E-Waste:** Since 2021, MSC recycled 76,000 lbs. of electronic waste, or e-waste, such as computers, printers, fax machines and phones. Over the last two years, MSC has seen an 81.4% reduction in e-waste with only 14,105 lbs. of electronic equipment needing to be recycled in FY23.
- **Vending Solutions and Programs:** We recycle machine crates, reduce scrap through operational changes, remove reusable parts and peripherals from out-of-service machines and minimize shipping damage and waste with improved crating processes. In FY2023, MSC's vending refurbishment center has allowed for our continued sustainable use of refurbished vending units and PC units, 665 and 538 respectively. Additionally, we reused over 1,000 wooden crates and recycled 294,380 lbs. of metal from units that could not be refurbished.
- **Charitable Partnerships:** MSC prevents unsold products from becoming waste by regularly donating usable goods to be consumed, repurposed or recycled. Through valued partnerships with programs such as Waste to Charity (WTC) and WIN Warehouse, MSC donated more than \$13 million worth of products to both WTC and WIN in FY23.

For more detailed information, please visit the following link to view our ESG Report.  
<https://investor.mscdirect.com/esg-csr>

<p>44</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors such as the use of recycled materials.</p>	<p>MSC currently provides a wealth of “green” janitorial products as well as other products and solutions designed to reduce energy consumption, conserve natural resources and reduce your costs. Throughout our catalog and website, all green product alternatives are clearly identified. MSC offers 24,000 Environmentally Preferable Products (EPPs) across the categories we supply. Eco-friendly classifications include these:</p> <ul style="list-style-type: none"> <li>• Green Cleaners and Fluids: We offer a wide variety of non-toxic, biodegradable cleaners, degreasers and cutting fluids that have less of an impact on the environment and are safer to handle and store.</li> <li>• Energy Conservation: Hundreds of products are available to help you save energy, conserve our natural resources and support our overall goal of protecting the environment, including energy-efficient lamps and lighting, photo-luminescent signage and safety products, HVAC products and automatic hand dryers.</li> <li>• Water Conservation: MSC carries a host of plumbing fixtures and supplies that promote water conservation.</li> <li>• Renewable Energy Source: We also carry products that can be reused and kept out of the solid waste stream to preserve the environment and sustain natural resources, such as power tools, flashlights and two-way radios that can be powered by rechargeable batteries.</li> <li>• Energy Star®: Energy Star is a joint program of the U.S. Environmental Protection Agency and the U.S. Department of Energy that promotes energy-efficient consumer products. MSC offers a variety of Energy Star heating and cooling products.</li> <li>• NEMA® Premium: NEMA (National Electrical Manufacturers Association) established an energy-efficiency motors program providing highly energy-efficient products for consumers. Our selection of NEMA premium products and motors can help you save lower energy operating costs and improve overall system reliability.</li> <li>• Recycled Products: MSC offers a number of recycling solutions and products manufactured from post-consumer content, such as plastic recycling bins made from 30% post-consumer content, can liners, various paper products and fluorescent lamp recycling kits.</li> <li>• Waste Management and Recycling: MSC carries recycling kits to assist in the recycling of products that contain hazardous materials. These products help to ensure that waste products are properly recycled or disposed of to minimize environmental impacts.</li> <li>• Rechargeable Battery Recycling Program: MSC offers a take-back system for rechargeable batteries at no cost for customers in applicable states. Drop off locations can be found at <a href="http://www.call2recycle.org">www.call2recycle.org</a>.</li> <li>• RightCycle™: Through our collaboration with Kimberly-Clark Professional, MSC offers a manufacturer-led recycling program for non-hazardous PPE, flex-film packaging and wet cleaning wipes. The RightCycle™ Program takes used KleenGuard™ or Kimtech™ branded PPE and WypAll™ WetTask™ CriticalClean® wipes from a facility and turns them into new consumer goods such as lawn furniture, benches and shelving. We currently have 68 MSC customers participating in The RightCycle™ Program.</li> <li>• Low Volatile Organic Compounds (VOC): New environmental regulations in many states have prompted the development of low VOC paints and finishes that are less harmful to the consumer and environment. We provide a wide array of low VOC items.</li> <li>• Greenhouse Gas Free: MSC has many products that are Greenhouse Gas Free and do not contain any global warming agents.</li> </ul>
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<p>45</p>	<p>Describe your capabilities for verification of product authenticity, quality control, and documentation of custody in your supply chain.</p>	<p>MSC is ISO 9001:2015 certified and we utilize several dozen quality and performance measurements. All our quality metrics are audited continuously and reviewed with senior management. We also utilize a variety of measurements in different areas of the company, especially in our Customer Fulfillment Centers (CFCs). Both “internal” and “external” measures are taken into account. “Internally,” we measure inbound item accuracy; inventory/bin integrity accuracy; and outbound package accuracy. Our “external” measures, also known as customer-reported measures, include customer comment cards, customer returns and on-time delivery. Several key processes also contribute to how we measure service levels:</p> <ul style="list-style-type: none"> <li>• Product Inspections: MSC performs a variety of inspections to ensure our customers’ orders are accurate. To ensure we are always processing the correct item, an inbound inspection is performed as items are received, and then is verified again by our inbound coordinators. Outbound orders are 100% electronically verified by our packaging department and are subject to our outbound audit.</li> <li>• Corrective Action Systems: MSC maintains documented processes for implementing formal corrective actions both internally, as well as with our supplier base.</li> <li>• Packing and Shipping: Orders flow through our validation process in which individual items are scanned. Counts are captured in our system to prevent the processing of incomplete or inaccurate orders. After the packing process is complete, our Quality Assurance team performs package audits on a sample basis. The orders are checked for item accuracy, quantity, packaging and documentation. Proper and/or protective packaging and labeling is prepared in accordance with the MSC packaging and labeling procedures. This assures that proper packing methods are followed and provides MSC with a tool for measuring our overall accuracy of outbound shipments.</li> <li>• Customer Returns: All customer returns are sent by the customer to designated Return Centers and are inspected 100% for identity, count, packaging, damage, documentation and reason for return. All returns are dispositioned within 24 hours. Credit data is captured and used to drive quality improvements and cost of quality measurements.</li> </ul>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>MSC provides a variety of value-added benefits to enhance our overall program, including:</p> <ul style="list-style-type: none"> <li>• 2.4 Million In-Stock Products: With 2.4 million in-stock SKUs available, we’ve established a one-stop shop across 40 categories for our customers.</li> <li>• Same-Day Shipping: With an approximate 99% fill rate, MSC can ship qualified, in-stock orders the same day provided the order is placed by the 8pm, ET, cut-off time.</li> <li>• MSC Needs Analysis Teams conduct site-specific evaluations of operations and processes to deliver solution recommendations. Areas include overall supply chain, safety, machining and others.</li> <li>• Continuous Improvement: Our proven, repeatable process identifies areas for improved productivity, safety, profitability and efficiency. We then customize plan of action and solutions to improve productivity and achieve savings. We document all savings with Cost Savings Documentation.</li> <li>• ControlPoint Inventory Management Solutions: Our innovative Vending Solutions, Inventory Management Software, Vendor Managed Inventory (VMI) and Customer Managed Inventory (CMI) programs, are key to lowering customers’ inventory investment, reduce sourcing costs and out-of-stock situations, and increasing business efficiency.</li> <li>• Product Training: Leveraging our supplier relationships and their Subject Matter Expertise, we offer free product training in conjunction with our suppliers.</li> <li>• Category Specialists: MSC maintains teams of category-specific specialists to meet Sourcewell and its Participating Entities’ Safety, Metalworking, and other category-specific needs.</li> <li>• Consumption Analysis: We are able to evaluate large data sets and provide customers with insights into the most impactful SKUs. We can then identify which SKUs make up the majority of customer consumption and identify where the SKUs would fit in within our solutions offering.</li> <li>• eCommerce Capabilities: Access a wide array of functions and information, including: swift search and transaction capabilities; real-time inventory level information; customer-specific pricing; workflow management tools; customized reporting; and much more. MSC easily interfaces directly with purchasing portals, such as Ariba, SAP, Oracle and more.</li> </ul>

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment
47	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
48		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
49		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
50		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
51		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
52		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
53		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
54		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business
55		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	MSC is classified as a large business

**Table 6: Pricing (400 Points)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
56	Describe your payment terms and accepted payment methods.	MSC payment terms are Net 30. Payments can be made by ACH payments, credit card or check.	*
57	Describe any leasing or financing options available for use by educational or governmental entities.	MSC does not provide any leasing or financing options.	*

58	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>As all orders would be transacted electronically (e.g., msdirect.com) or by phone, no order forms would be utilized. Order-related notifications would be received electronically or viewable online. For example, order status may be communicated in a variety of ways:</p> <ul style="list-style-type: none"> <li>• Order Confirmation: A customer can either request an e-mail be sent by MSC confirming the order, or a customer can view their order status online at msdirect.com.</li> <li>• Notice of Backorder: Backorder information for online orders is available immediately as a result of real-time inventory information. Orders placed over the phone will also include instantaneous feedback on stock availability from the MSC Associate. Any orders that are faxed or sent via other electronic platform will receive an e-mail notification or phone call as soon as the backorder situation is identified.</li> <li>• Shipping Notifications: Customers can call to track any order shipped via UPS or FedEx or log on to msdirect.com for real-time UPS package tracking. If delivery of an order is delayed or incomplete, MSC will call each of our customers that are affected advising them of the delay and when the shipment will actually arrive.</li> <li>• Substitutions: MSC does not automatically send a customer a substitute item if the original item is unavailable. If we cannot ship the item the customer originally wanted, we would contact the customer and provide alternate item suggestion that would meet their needs and then let them decide accordingly.</li> </ul>	*
59	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	MSC accepts p-cards. There is no additional cost for utilizing p-cards.	*
60	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Our pricing model is based on discount off the MSC electronic catalog at msdirect.com. Our proposed offer reflects a combination of pricing strategies, including:</p> <ul style="list-style-type: none"> <li>• MSC product category discount for Janitorial and Related Equipment</li> <li>• Collaboration with Sourcewell and its Participating Entities to create "Hot Lists" of highest used items and guarantee prices for specific periods using individual Participating Entity market baskets.</li> <li>• Special Pricing Agreements for key janitorial and safety suppliers: Rochester Midland, Detco, Kimberley Clark, Georgia Pacific, 3M, Honeywell, and Ansell and more.</li> </ul>	*
61	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Discounts below are based off of MSC electronic catalog (www msdirect com) and range from 15% to 20%. For items falling outside the included offering, Sourcewell will receive a minimum 5% discount. Please refer to the MSC Discounts file submitted with our response.	*

<p>62</p>	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>MSC can provide a number discount / rebate programs to Sourcewell and will work to tailor a program based upon Sourcewell and its Participating Entities' needs, including:</p> <ul style="list-style-type: none"> <li>• High-Volume Order Discounts: When Participating Entities require a large, high-volume order of a particular product, MSC's Public Sector Sales Team will work with Sourcewell to provide significant discounts as we have done with other Public Sector customers.</li> </ul> <p>For example, the City of Houston required \$11 million worth of water meters within a tight timeframe. MSC was able to work with the supplier to provide aggressive pricing to Sourcewell and also deliver the water meters within the required timeframe.</p> <ul style="list-style-type: none"> <li>• E-Commerce rebate incentive: MSC offers a tiered "E-Commerce rebate incentive" to all Sourcewell members that utilize a E-Commerce platform that is integrated with MSC. This rebate will be tabulated and paid annually after the one-year anniversary of the contract. The rebate will start at 1% and range up to 3% based on E-Commerce sales volume growth.</li> <li>• Special Pricing Agreements for key janitorial and safety suppliers: Rochester Midland, Detco, Kimberley Clark, Georgia Pacific, 3M, Honeywell, and Ansell and more.</li> </ul> <p>To enhance the Sourcewell program, we employ additional cost-saving strategies, including: Other strategies we use include:</p> <ul style="list-style-type: none"> <li>• Product Standardization: We work with Participating Entities and authorized users to consolidate SKUs within specific categories to drive consistency, promote safety, and achieve cost savings by leveraging volume to achieve better product costs when Participating Entities direct purchasers to select specific products based on requirement.</li> <li>• Exclusive Brands: MSC positions Exclusive Brands to provide quality products and drive cost savings for Participating Entities and authorized users. Categories include Janitorial, Safety and Filtration, among others.</li> <li>• Spend Consolidation: MRO provides the ideal group of commodities of spend to consolidate spend, which then drives cost savings. Through this process, MSC builds additional customized discounts and rebates for agencies and authorized users on a case-by-case basis.</li> </ul>
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63	<p>Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “non-contracted items”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.</p>	<p>Sourcing products is a key component of the MSC value proposition. Our dedicated Public Sector team comprised of local support, customer care and sourcing and category management specialists will continue to handle all Sourcewell’s sourcing needs.</p> <p>We are familiar with the unique Janitorial needs of our Public Sector customers, including General Service Administration, Department of Defense, United States Postal Service, state and federal prisons, public healthcare systems, and more. MSC frequently leverages our capabilities to add both product and suppliers to product offerings for many of our customers – both within the contiguous United States and overseas. For example, our Public Sector team sources items for ten military installation brick-and-mortar stores, several of which are based in Hawaii and Japan.</p> <p>When these customers request an item with specifications outside of our current offering or if MSC is not a distributor for a particular product, we have the capability to procure the product by purchasing through an authorized distributor. We have also cross-referenced many of our products and brands with industry brands we do not offer so that we can provide Sourcewell alternate choices of equal or higher value. MSC can also source custom, built-to-specification parts upon request.</p> <p>Our team of Category Management and Sourcing Specialists possesses substantial product knowledge and experience across – and beyond – our entire range of MRO and industrial products. Examples of when we have successfully met customer sourcing requests include:</p> <ul style="list-style-type: none"> <li>• A large federal customer with over 30,000 locations country-wide underwent a standardization project across its facilities for 3, 5 and 8mil nitrile gloves. MSC leveraged supplier relationships to identify a new vendor for the 3mil gloves, which also expanded the MSC product offering. For the 5 and 8 mil gloves, MSC utilized an exclusive brand, Pro-Safe, which generated a significant per-box savings.</li> <li>• In support of another large military customer, our Public Sector Category Management and Sourcing teams quickly reacted to the customer’s required supplier and product requests, and we onboarded several new vendors and the related product lines.</li> </ul>	*
64	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>MSC includes all costs associated with the product and product-related services purchased by our customers in our pricing submittal. The price quoted or invoiced is the total cost of acquisition for the product and / or product-related service to be paid by the customer.</p>	*
65	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Freight is not an additional cost to Sourcewell and its Participating Entities.</p>	*
66	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>Sourcewell and Participating Entities will receive free freight on all ground and LTL shipments within the contiguous United States. Additional freight charges may apply for expedited or on orders to Alaska and Hawaii.</p>	*



67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>MSC performs at high levels in critical areas, such as delivery and inventory availability. Our Customer Fulfillment Centers (CFCs) house 2.4 million SKUs and maintain innovative technology and automation features, such as robotics, computer-based SKU tracking systems and radio frequency devices allowing for the quick location of stock items and speeding packaging.</p> <p>Many orders are picked, packed, and shipped the same day. With an approximate 99% fill rate, qualified, in-stock orders received by the 8pm, ET, national cut-off time ship the same day. Dependent upon geographic location, may orders are delivered the next day and MSC maintains an overall approximate 99% fill rate.</p> <p>MSC's real-time inventory management system utilizes proprietary algorithms for forecasting and demand planning to ensure the maintenance of very high and consistent fill rates. MSC's intuitive system allows for the quick recognition of and reaction to large spikes and deviations in customer demand. MSC's fulfillment systems also provide the ability to pull inventory from multiple CFCs to meet Sourcwell order requirements. The system will then factor in this new demand level to ensure that the servicing CFC will have adequate stock to fulfill future demand requirements.</p>	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	<p>All Sourcwell program information, including pricing and discounts, is stored within our integrated information systems. This ensures that Sourcwell contract pricing is available regardless of method of order once a Participating Entity logs in or provides an account number.</p> <p>During program onboarding, Sourcwell pricing is hard coded into our systems. The system will not allow for a pricing override higher than the contracted price. However, the system has capability to enter lower prices. For example, entering pricing for unplanned volume discounts.</p> <p>Additionally, the Public Sector Team would conduct regularly scheduled Business Reviews to ensure contract compliance and pricing accuracy. During these reviews, they will provide sales reporting, sales trends, best demonstrated practices, and cost-saving documentation, and discuss areas of improvement for the upcoming quarter along with emerging needs.</p>	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	<p>Regularly scheduled Business Reviews will be conducted to monitor program performance and compliance. During these reviews, they will provide sales trends, best demonstrated practices, and cost-saving documentation, and discuss areas of improvement for the upcoming quarter along with emerging needs.</p> <p>During these reviews – or upon request, extensive data analytics and reporting will be provided to give Sourcwell and Participating Entities insight and visibility into spend and performance. We can generate reports detailing purchasing history at individual facilities, order source (misdirect.com, email, EDI, PunchOut, etc.), EPP purchases, performance ratings and other numerous spend and savings reports. Reports can also be customized and delivered at a frequency (monthly, quarterly, etc.) which best suits Sourcwell and Participating Entity needs.</p>	*
70	Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The propose an Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	<p>MSC will provide Sourcwell with an administrative fee, of two percent (2%) on all product purchases pursuant to an awarded contract. MSC will calculate the administrative fee amount quarterly and provide payment to Sourcwell, alongside reporting, within forty-five (45) days from the end of the quarter.</p>	*

**Table 7: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	See drop down info.

**Table 8A: Depth and Breadth of Offered Solutions (200 Points)**

Line Item	Question	Response *
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>MSC offers over 20,000 commercial cleaning and industrial cleaning products to assist with Sourcewell's and its Participating Entities' indoor and outdoor janitorial and facility maintenance needs.</p> <p>We stock powerful cleaning chemicals to clean and disinfect surfaces and electrostatic sanitizing equipment for deeper sanitation levels. We have a wide range of mops, brooms, industrial floor cleaning machines, and more, along with washroom equipment, paper products, and skin-friendly hygiene supplies to keep restrooms functional and spotless. Other categories and products include waste disposal solutions (trash cans, bags, and compactors), pest control solutions, power garden and lawn equipment, pressure washers, and more. Additionally, we offer replacement parts and servicing equipment for cleaning supplies.</p> <p>MSC also provides a variety of solutions, including:</p> <ul style="list-style-type: none"> <li>• <b>Exclusive Brand Savings:</b> MSC exclusive brands offer competitively priced, alternatives to industry-leading brands, and can generate significant cost savings for Sourcewell. Our PRO-SOURCETM brand offering meets customer cleaning and maintenance needs providing high quality solutions for paper products, skin care, waste containment, general cleaning, and much more.</li> <li>• <b>Industrial Safety Consultants:</b> MSC maintains a staff of Industrial Safety Consultants dedicated to meeting our customers' safety needs. They partner with our customers' safety teams and bring their expertise to support customer programs by leveraging our supplier relationships to conduct site surveys, personal protection assessments and facility audits. As MSC provides compliance-based training that can be conducted onsite, virtually or on-demand, we can tailor the program to meet Sourcewell and its Participating Entities' needs. All MSC Industrial Safety Consultants maintain multiple certifications including Qualified Safety Sales Professional (QSSP) Certification, Occupational Safety and Health Administration (OSHA) 30-Hour Certification, Competent Person, and other certifications.</li> <li>• <b>Safety Programs:</b> MSC has the managed program solutions you need to reduce risks, meet compliance, and minimize costs. We offer Safety Assessments and Audits, a Safety Shoe Program, a Prescription Eyewear Program, Emergency Eyewash Stations and Showers, an Electrical Glove Testing Program, and much more.</li> </ul>
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please refer to Sourcewell RFP 082724_MSC Discounts for a list of MSC categories.

**Table 88: Depth and Breadth of Offered Solutions**

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
74	Cleaning supplies and chemicals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
75	Janitorial Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
76	Consumable items, disposable and hygiene supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
77	Facility and sanitary maintenance products	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
78	Breakroom supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
79	Facility safety supplies	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
80	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose janitorial or custodial-related software, applications, or platforms as a complementary solution.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*
81	Proposer must include one or a combination of the offerings listed in 74 - 79 above in their proposal to be eligible to propose customer support, training, and assessment services as a complementary solution.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Categories as described in response to question 73.	*

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell RFP 082724\_MSC Discounts\_8-26-2024.pdf - Monday August 26, 2024 14:53:51
- [Financial Strength and Stability](#) - MSC FY23 Annual Report.pdf - Monday August 26, 2024 14:55:25
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP\_082724\_Janitorial\_Supplies\_Contract\_Template\_MSC Redlines\_8-27-24.docx - Tuesday August 27, 2024 12:26:44
- Upload Additional Document (optional)

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Elizabeth Flores, State Public Sector Program Manager, Sid Tool Co., Inc. DBA MSC Industrial Supply Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_Janitorial_Supplies_RFP082724</b> Mon August 19 2024 02:56 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_Janitorial_Supplies_RFP082724</b> Fri August 16 2024 01:47 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_7_Janitorial_Supplies_RFP082724</b> Thu August 8 2024 02:34 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_Janitorial_Supplies_RFP082724</b> Wed August 7 2024 02:56 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Janitorial_Supplies_RFP082724</b> Fri August 2 2024 08:55 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Janitorial_Supplies_RFP082724</b> Thu July 18 2024 09:46 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Janitorial_Supplies_RFP082724</b> Tue July 16 2024 04:13 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Janitorial_Supplies_RFP082724</b> Thu July 11 2024 03:44 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Janitorial_Supplies_RFP082724</b> Tue July 9 2024 12:58 PM	<input checked="" type="checkbox"/>	1