



Attachment 06

OFFEROR INFORMATION, ACKNOWLEDGEMENTS, AND CERTIFICATIONS

Offeror must provide complete responses to each item below. **Insert Offeror responses into this worksheet directly below each question or prompt.**

I. OFFEROR INFORMATION

Legal Name of Offeror: Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.

Address: 525 Harbour Place Drive

City, State, and Zip: Davidson, NC 28036-7444

State of Incorporation: New York

Entity Type: Corporation

Contact name: Elizabeth Flores

Phone: (714) 768-0049

Email: florese@mscdirect.com

Federal Tax: 13-5526506

Entity Type:

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Limited Liability Company
- ☒ Corporation

II. PROPOSAL CONTACT

The Proposal Contact must be able to respond timely to communications from the Lead State. Offeror must, within 24 hours, notify the Lead State of any change to Offeror's Proposal Contact.

A. Proposal Contact Name: Elizabeth Flores

B. Proposal Contact Title: Program Manager, Public Sector

C. Proposal Contact Email: Florese@mscdirect.com

D. Proposal Contact Phone Number: 714-768-0049



III. ACKNOWLEDGEMENTS AND CERTIFICATIONS

By signing below and submitting a response to this RFP, Offeror acknowledges and certifies the following:

A. Firm Offer. Proposal is a Firm Offer for 180 Days following the Closing.

B. Debarment. (Check one of the below.)

- ☒ Neither Offeror nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

C. Non-collusion.

1. This Proposal has been developed independently by Offeror and has been submitted without collusion and without any agreement, understanding, or planned common course of action with any other Offeror or supplier of Deliverables in a manner designed to limit fair and open competition.
2. The contents of this Proposal have not been communicated by Offeror or its employees or agents to any person not an employee or agent of Offeror and will not be communicated to any such persons prior to the RFP Close Date.

D. Nondiscrimination in Employment. Offeror has in place a policy and practice of preventing sexual harassment, sexual assault, and discrimination against employees who are members of a protected class. The policy and practice includes giving employees a written notice that the policy both prohibits, and prescribes disciplinary measures for, conduct that constitutes sexual harassment, sexual assault, or unlawful discrimination.

E. Data Disclosure to Foreign Governments and Prohibited Technology.
(Check one of the below.)

- ☒ Offeror is not an entity subject to laws, rules, or policies potentially requiring disclosure of, or provision of access to, customer data to foreign governments or entities controlled by foreign governments, and Offeror's offerings do not contain, include, or utilize components or services supplied by any entity subject to the same. Offeror's offerings also do not contain, include, or utilize



covered technology prohibited under Section 889 of the National Defense Authorization Act, as amended.

- ☐ Offeror cannot certify all statements above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

F. Blocked Persons. Offeror and Offeror's employees, agents, and subcontractors are not 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>, or the government wide exclusions lists in the System for Award Management found at: <https://www.sam.gov/portal/>

G. Conflicts of Interest. (Check one of the below.)

- ☒ Offeror represents that none of its officers or employees are officers or employees of the Lead State and that none of its officers or employees have a conflict of interest as defined by the laws, rules, or policies of the Lead State.
- ☐ Offeror cannot certify the statement above, and Offeror will affix a written explanation to this attachment for review by the Lead State. If after reviewing Offeror's written explanation the Lead State determines it is not in the best interest of the Lead State, Participating Entities, or Purchasing Entities to award Offeror a Master Agreement, the Lead State may reject Offeror's proposal.

H. Business Certifications. (Check if applicable)

- ☐ Offeror is a certified MWBE owned business, as defined in [KRS 45.560 - 45.640](#)

I. Required Insurance. Offeror agrees to acquire insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state at the levels prescribed in Attachment 4, Sample Master Agreement. Offeror understands that this requirement is mandatory and will not be negotiated by the Lead State.

J. NASPO ValuePoint Administrative Fee. Offeror agrees to pay a 0.25% administrative fee and submit summary and detailed sales reports to NASPO



ValuePoint in accordance with Attachment 4, Sample Master Agreement. All costs proposed by Offeror must be inclusive of the NASPO ValuePoint administrative fee. Offeror understands that the requirements in this section are mandatory and will not be negotiated by the Lead State.

- K. Marketing Plan.** If awarded a Master Agreement resulting from this RFP, within 30 days of execution of the Master Agreement, Offeror will meet with NASPO ValuePoint marketing personnel to review and track progress on the marketing plan described by Offeror in Attachment 8, Offeror Response Worksheet.
- L. Confidential, Proprietary, or Protected Information.** As set forth in Attachment 1, RFP Terms and Conditions, if Offeror is claiming any portion of its proposal as confidential, proprietary, or protected, Offeror must complete the required sections of Attachment 11, Claim of Business Confidentiality, and submit with Offeror's proposal a redacted copy of Offeror's proposal, which must be clearly marked as such. Offeror may not mark pricing or Offeror's entire proposal as confidential, proprietary, or protected. Submission of a Claim of Business Confidentiality does not guarantee that information claimed by Offeror as confidential, proprietary, or protected will not be subject to disclosure in accordance with applicable public information laws, rules, and policies. If Offeror fails to submit a redacted copy of Offeror's proposal, or fails to claim information as confidential, proprietary, or protected in compliance with this RFP, Offeror releases the Lead State, NASPO, NASPO members, and entities represented on the Multistate Sourcing Team from any obligation to keep the information confidential and waives all claims of liability arising from disclosure of the information.
- M. Conditional Awards.** Offeror understands that awards and execution of a Master Agreement are conditional as set forth in Attachment 1, RFP Terms and Conditions, and Offeror agrees to hold the Lead State and NASPO harmless and release the Lead State and NASPO from any liability for damages arising from non-award or non-execution of a contract.
- N. Understanding of the RFP.** Offeror acknowledges receipt of the RFP and all Amendments, if any. Offeror has read the RFP and all Amendments, if any, in their entirety and understands and agrees to comply with all requirements set forth therein. Any conflicts in the materials composing the RFP and any issues relating to the content of the RFP, including instructions, requirements, or specifications Offeror believes to be ambiguous, unduly restrictive, erroneous, anticompetitive, or unlawful, have been brought to the attention of the Lead State using the process described in the RFP for asking questions or, if applicable, by filing a protest. In accordance with Attachment 1, RFP Terms and Conditions,



Offeror acknowledges and understands that any protest, claim, dispute, or action based upon a conflict or issue described herein must be filed no later than the RFP Close Date, and Offeror waives the right to file any protest, claim, dispute, or action based upon a conflict or issue described herein if not filed by the RFP Close Date.

- O. Performance under Master Agreement.** If awarded a Master Agreement, Offeror agrees to provide the Products and Services as described and meet or exceed the performance standards set forth in the final negotiated scope of work of the Master Agreement.

Signature

The undersigned is one of the following:

1. The Offeror, if Offeror is an individual;
2. A partner in the company, if Offeror is a partnership; or
3. An officer or employee of the responding corporation having authority to sign on its behalf, if Offeror is a corporation.

By signing below, the undersigned warrants that the representations made and the information provided in Offeror's proposal are true, correct, and reliable for purposes of evaluation for a potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the undersigned, Offeror, or both to suspension or debarment proceedings, as well as other remedies available to the Lead State by law, including termination of any Master Agreement awarded to Offeror.

OFFEROR:


[Elizabeth Flores \(Apr 23, 2024 11:58 PDT\)](#)

Signature

Elizabeth Flores

Printed Name

florese@mscdirect.com

Email Address

Apr 23, 2024

Date

Program Manager, Public Sector

Title

714-768-0049

Phone Number