



TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Page 1 of 2

NOTICE OF AWARD

Sid Tool Co., Inc. dba MSC Industrial Supply Co.
James Miller, Account Manager, Public Sector
525 Harbour Place Drive
Davidson, NC 28036

Contract No. & Description: TXMAS-25-45003 Facilities Maintenance, Repair, Operations (MRO) and Industrial Supplies
Term of Contract: Date of Deputy Comptroller's signature on this Notice of Award through the sooner of (1) the expiration of the Base Contract (currently August 31, 2026; with renewal options), or (2) five years from the effective date.

The Comptroller of Public Accounts (CPA) accepts the TXMAS Offer Packet of Sid Tool Co., Inc. dba MSC Industrial Supply Co. (Contractor) and hereby awards Contractor a TXMAS contract (Contract). Contractor's awarded goods will be processed through CPA's Statewide Contract Management (SCM) and will be available for purchase on the Texas SmartBuy online ordering system.

The Contract consists of the documents stated in Section 2 Contract Documents of the TXMAS Terms and Conditions, and the attached Addendum. The attached final catalog consists of goods, and pricing submitted and agreed upon by CPA and Contractor. The final catalog excludes goods not awarded on this TXMAS Contract, listed below. Any excluded goods may not be sold under the Contract.

Goods and services excluded from TXMAS Contract:

- a. Software and IT products
- b. All services, including Value Add Services
- c. Custom and Special-Order items
- d. Goods and Services listed under Section II: Exclusions of Attachment 02 Categories of Products and EPP

To the extent there are conflicts between the Base Contract (between NASPO ValuePoint and Contractor, dated September 1, 2024) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.

Only those assumptions and exceptions specifically noted have been accepted by CPA. All other assumptions and exceptions are specifically denied. Any oral discussions, representations, or accommodations regarding assumptions or exceptions are specifically disclaimed.

Contractor may advertise the awarded Contract to Texas state agencies and Texas SmartBuy Member entities. A draft of the advertisement or marketing material must be submitted to SCM for approval at spd.cmo@cpa.texas.gov.

Contractor shall fulfill any Purchase Order issued through Texas SmartBuy pursuant to the Contract. Contractor shall not ship any products or provide services until it receives a Texas SmartBuy Purchase Order.

Contractor may accept offline orders, defined as orders placed outside the Texas SmartBuy system. Customers may order goods and services available under this Contract directly from the Contractor when the purchase cannot be placed through Texas SmartBuy. By the 10th day of every calendar month, Contractor must report to CPA the prior month's offline sales under the Contract. The dollar value of a sale is the price paid by the Customer for the goods and services. The Contractor shall report the monthly dollar value of sales electronically in the format provided by CPA. If no sales occur, the Contractor shall report no sales. The monthly offline sales report shall be submitted electronically to tsb.offline.sales@cpa.texas.gov.

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

As a reminder, per NASPO base contract terms, Contractor shall promptly email a PDF copy of this fully executed agreement to NASPO ValuePoint at pa@naspovaluepoint.org.

Texas Comptroller of Public Accounts

DocuSigned by:

Lisa Craven

E450165D764443C...

Lisa Craven

Deputy Comptroller

8/12/2025 | 4:45 PM CDT

Date:

**ADDENDUM
TO CONTRACT NO. TXMAS-25-45003
BETWEEN
TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
AND
SID TOOL CO., INC. DBA MSC INDUSTRIAL SUPPLY CO.**

This Addendum to Contract No. TXMAS-25-45003 (“Contract”) is entered into between Sid Tool Co., Inc. dba MSC Industrial Supply Co. (“Contractor”) and the Texas Comptroller of Public Accounts, an agency of the State of Texas (collectively referred to as “the parties”).

I. Stipulations

1. To the extent there are conflicts between the Base Contract (between NASPO ValuePoint and Contractor, dated September 1, 2024) and the TXMAS Terms and Conditions, the TXMAS Terms and Conditions control.
2. The parties agree to the following exclusions:
 - a. Software and IT products
 - b. All services, including Value Add Services
 - c. Custom and Special-Order items
 - d. Goods and Services listed under Section II: Exclusions of Attachment 02 Categories of Products and EPP
3. The parties further agree to the following:
 - a. Sourced Products are allowed under this contract. For a sourced product to be allowed under the Contract and not be considered an off-contract item (TXMAS Terms and Conditions, subsection 6(c)), it must meet the following requirements:
 - (i) be a direct line extension to an awarded item which means a product within the same category and essentially of the same kind but that is not available under Contractor’s TXMAS catalog;
 - (ii) it cannot be an incidental item;
 - (iii) transactions must occur through Texas SmartBuy. Sourced products cannot be sold offline. TXMAS Terms and Conditions, subsection 6(f) Offline Ordering does not apply to sourced products;
 - (iv) any service is prohibited from being sourced;
 - (v) extensions of non-awarded items are prohibited from being sourced;
 - (vi) sourced products must be covered by the TXMAS Terms and Conditions including the warranty under subsection 8(c);
 - (vii) the total spend under a purchase order shall not exceed the dollar amount of ten thousand dollars (\$10,000.00). Contractor shall not allow a Customer to split purchase orders to evade the total spend limit; and

(viii) Customers must contact Contractor to receive a quote for the sourced product and any additional freight charge that may apply. All quotes must contain the following:

1. The sourced item, brief description, part number.
2. List the awarded Contract item the sourced item is a direct extension of.
3. Both of the following items:
 - Dated screenshot or link to the awarded contract item on contractor's website, and
 - Sourced item information to include manufacturer, supplier part number and pricing

II. Other Terms and Signatures

1. In the event of conflict between this Addendum and any other Contract document, this Addendum controls.
2. This Addendum is effective as of the effective date of the Contract as set out in the Notice of Award.
3. The undersigned represent and warrant that they are authorized to sign this Addendum on behalf of the parties.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

DocuSigned by:
By: *Lisa Craven*
E450165D764443C
Lisa Craven, Deputy Comptroller

Date: 8/12/2025 | 4:45 PM CDT

SID TOOL CO., INC. DBA MSC INDUSTRIAL SUPPLY CO.

David P. Haugh
(Signature)

David P. Haugh
(Name)

David Haugh, VP Government Sales
(Title)

Date: 08/06/2025