

PARTICIPATING ADDENDUM

STATE OF OKLAHOMA

NASPO VALUEPOINT PROFESSIONAL GRADE TOOLS AND DIAGNOSTIC EQUIPMENT

MASTER AGREEMENT NUMBER: OK-MA-818-900

Administered by STATE OF OKLAHOMA, between

SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC (hereinafter "Contractor") and the Commonwealth of Massachusetts (hereinafter "Participating State") for Statewide Contract FAC124

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1. Scope

This addendum by and between the Commonwealth of Massachusetts Operational Services Division and Snap-on Industrial, a Division of IDSC Holdings LLC is based upon the NASPO ValuePoint Professional Grade Tools and Diagnostic Equipment Master Agreement with Snap-on Industrial, a Division of IDSC Holdings LLC. This addendum hereby establishes Massachusetts Statewide Contract FAC124 for Building Maintenance Repair and Operations Product and Supplies.

The purpose of the RFP is to establish one or more Master Agreements with qualified proposers to provide Building Maintenance Repair and Operations and Supplies which include:

- Professional Grade Tools – Distinguished from general use or consumer grade products. Built for extended and repeated heavy use. It is intended to communicate a more durable product with the expectation that it will work both better and longer in an environment where it is used more regularly. Built for extended heavy and repeated use, more rugged and tends to not malfunction as quickly. Also associated with better features and options which produce a high-end result. Excellent and extended warranties for product repairs are usually in place versus throw-away and replacement options.
- Diagnostic Equipment – Used for discovering what is wrong with things that do not work properly. Non-medical equipment. Can include automotive, electrical, plumbing, and other specialized areas which require unique diagnostic analysis for evaluation and repair.

2. Duration

The initial term of NASPO ValuePoint Professional Grade Tools and Diagnostic Equipment Master Agreement is two years (2) years. In addition, this Contract has three (3) one (1)-year renewal options to renew up to three (3) one (1)-year each with a maximum possible contract duration of five (5) years.

This Participating Addendum will expire upon the expiration of the NASPO ValuePoint Professional Grade Tools and Diagnostic Equipment Master Agreement, or the expiration of any contract renewals authorized by the Master Agreement and exercised by NASPO ValuePoint, the State of Oklahoma and the Commonwealth of Massachusetts.

3. Contract Pricing

Contractor will offer products and services in the awarded categories. During the term of the Master Agreement, the Contractor shall offer Goods and/or Services to Purchasing Entities at the discount percentage as set forth in:

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Section VI. Pricing, Payment & Leasing under solicitation OK-MA-818-23: the discount percentage will remain the same (or increase) throughout the term of the Master Agreement, including any renewals. The discount percentage may never decrease.

4. Participation

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use this Addendum known as Statewide Contract FAC124:

1. Cities, towns, districts, counties and other political subdivisions;
2. Executive, Legislative and Judicial Branches, including all Departments and elected offices therein;
3. Independent public authorities, commissions and quasi-public agencies;
4. Local public libraries, public school districts and charter schools;
5. Public hospitals owned by the Commonwealth;
6. Public institutions of higher education;
7. Public purchasing cooperatives;
8. Non-profit, UFR-certified organizations that are doing business with the Commonwealth
9. Other states and territories with no prior approval by the State Purchasing Agent, and;
10. Other entities when designated in writing by the State Purchasing Agent.

5. Commonwealth Modifications or Additions to Master Price Agreement

The following documents are incorporated into the resulting Contract as though fully set forth herein. In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- The Commonwealth of Massachusetts Terms and Conditions (**Attachment A**);
- The Commonwealth of Massachusetts Standard Contract Form (**Attachment B**);
- This Participating Addendum and its attachments;
- The executed Master Agreement;
- The Purchase Order;
- The Quote

The Contractor is prohibited from requiring Customers to sign any documents not referenced herein without the prior written approval of the Operational Services Division, which approval will be evidenced by the publication of the approved document on the Commonwealth's eProcurement portal COMMBUYS, www.commbuys.com

The Commonwealth of Massachusetts requires Contractors to submit the following forms signed using accepted forms of signatures (see section 11):

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- The Commonwealth of Massachusetts Standard Contract Form – (signing the Standard Contract Form via Adobe Sign (**Attachment B**) signifies acceptance of the Commonwealth Terms and Conditions (**Attachment A**))
- The Commonwealth of Massachusetts Substitute W-9 (**Attachment C**)
- Prompt Payment Discount Form (**Attachment D**)
- Supplier Diversity Plan Forms (**Attachment E**)
- Contractor Authorized Signatory Listing (**Attachment F**)
 - Contractor Authorized Signatory Listing (Choose either one of the following Attachment)
 - **Attachment F.1:** Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
 - **Attachment F.2:** Signature for Individual, Sole-Proprietor or Single Member LLC
- Electronic Funds Transfer Sign Up Form (**Attachment G**)
- PunchOut Business Requirements and Technical Specifications (**Attachment H**)
- Environmental Specifications (Mandatory Specifications and Desirable Criteria) (**Attachment I**)

5.1. Reporting Requirements

5.1.1. Reporting and Payment Due Dates

Reporting/Payment Period	Quarterly Report Due Date	Payment Due Date
January 1st – March 31st	April 30th	May 15th
April 1st – June 30th	July 30th	August 15th
July 1st – September 30th	October 30th	November 15th
October 1 – December 31st	January 30th	February 15th

5.1.2. Quarterly Sales, Supplier Diversity Program Expenditure, and Environmentally Preferable Products Report

OSD has developed a centralized process for collecting sales, SDP, and EPP data. Sales data is used by OSD to measure progress on contract spend from year-to-year. The reporting assists with forecasting future contract spend, evaluating Vendor performance, and tracking Vendor spend towards environmental products and their SDP commitment. EPP reporting allows the EPP Program to annually quantify benefits and spend on sustainable products. Reporting also assists with the development of new contracts and/or new categories of services under existing contracts. In the event the Commonwealth adopts an alternate reporting system, Vendors will be required to utilize such system as directed by the Commonwealth OSD Contract Manager. Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this contract each quarter. An Awarded Vendor must submit a Quarterly Sales and SDP Report each quarter regardless of whether they have had sales during a quarter.

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Vendors are required to submit reports through the Commonwealth's Vendor Report Management (VRM) System which may be accessed via web portal at <https://massosd.gob2g.com>. Vendors must maintain records such that they are able to report, for all invoices submitted under the contract, the purchasing entity name, the invoice number, the invoice date, the product/service description, the unit of measure, the price per unit, the quantity, the line total purchase amount, and any environmentally preferable product reporting requirements as applicable.

5.1.3. Statewide Contract Administration Fee and Quarterly Fee Payment and Report

This Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this Bid and/or incorporated by reference into Contracts with the Operational Services Division (OSD). The price stated in any Bidder's Quote price and any Contractor's Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Contractor based on your statewide contract. All "Statewide Contracts" awarded, and all purchase orders and purchases made pursuant to this Agreement are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; and h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; and For a list of other entities that are eligible to use your specific Statewide Contract see Section 1 of this Agreement.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

5.1.3.1. Quarterly Fee Payment

For each Payment Period, Contractor shall pay to OSD a fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment

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Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period or a Contractor will be considered in breach of contract.

Quarterly payments will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a secure, web-based payment center, <https://massosd.gob2g.com>. All Administration Fee payments are to be made directly through the secure payment website. The website allows payments to be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard or Visa. Payment of the Administration Fee by check is not permitted unless a Contractor makes a written request for an exception and demonstrates, to the satisfaction of the Commonwealth OSD Contract Manager, that compliance poses a hardship. There is no charge to contractors to use ACH as OSD covers the nominal fee for using the ACH payment method. OSD will NOT cover the convenience fee for selecting credit card. The contractor is responsible for paying this non-refundable fee. The convenience fee (currently established by Statewide Contract PRF59A) is over and above the 1% Administration Fee and is subject to change during the term of the contract resulting from this bid. Prior to the due date for the Statewide Contractor's Administration Fee payment and report, the Statewide Contractor will receive an e-mail from OSD that includes all required information to submit payments via the secure payment center.

5.1.3.2. Statewide Contractor Administration Fee Quarterly Reporting

Electronically submitting your payment, which is comprised of the 1% administration fee of the total payments received by the Contractor from all Eligible Entities for the Quarter, will serve as the Statewide Contractor Administration Fee Report.

Each Statewide Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Reporting Period. The electronic submission of the payment shall serve as submission of the Statewide Contractor Administration Fee Report.

5.1.4. Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to

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Contractor's accounting records, including sales information on any system, reports, or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

5.1.5. Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract. All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.

5.1.6. Ad hoc Reports

The Commonwealth OSD Contract Manager may request additional reports from time to time. The Contractor must comply with these requests to the extent that the information requested is available.

5.1.7. Reporting Sales

Contractors may report manually in the Vendor Report Management System website or may upload their report using a spreadsheet. It is advised to use the upload process for convenience. When reporting by spreadsheet Contractors must utilize the downloadable report template from the website. Contractors must fill in all requested columns in the report template. When a sales report is ready to submit the Contractor uploads their report using the "View/Add Sales Details" button and then select "Upload Sales Data." This will prompt the

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website to review and validate the report at which time you may receive “errors” or “alerts” on your report. An error will generally mean that there is an error in the report itself, such as missing information or a line total not matching the unit price and quantity, and these will require correcting before the website will accept the report. An alert will generally mean that a customer name is not recognized, and you will have the option of changing it or submitting it to the system with a request for a name exception. In most cases for an alert the Contractor should submit their customer names as-is and request an exception and OSD will reply to the Contractor if more information is needed. All reports require the following information:

- a) Purchasing Entity Name (must be specific and not a generic name i.e. “Commonwealth”)
- b) Invoice Number
- c) Invoice Date (use “Short Date” format)
- d) Product/Service Description (be as descriptive as possible)
- e) Unit of Measure (i.e. “each” or “hour”)
- f) Unit Price
- g) Quantity
- h) Line Total Purchase Amount (must equal Unit Price X Quantity)

Contractors must comply with additional sales, environment and climate information about products or services (e.g., third-party certifications, standards, post-consumer recycled content, etc.), data requested by OSD on the quarterly sales report.

5.1.8. Reporting SDP

Contractors report their SDP spend by selecting the “View/Add Diverse Expenditures” button and searching for their partner/partners. Once you have added an SDP partner you will be able to add the amount spent with them in that quarter.

5.1.9. Submitting the Report

Once sales and SDP have been completed you must return to the “This Sales Report” page and click “Submit Report” in order to finish.

5.1.10. Report Schedule

Quarterly Sales and SDP Reporting must be received by OSD on or before 30 days after the last day of the quarter (as specified above) or the Contractor will be in

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breach of contract. The Quarterly Sales and SDP Reporting periods are based on the Massachusetts fiscal year calendar.

5.2. Supplier Diversity Program Plan Forms and Instructions (Attachment D)

Massachusetts [Executive Order 599](#) reaffirmed and expanded the Commonwealth's policy to promote the award of state contracts in a manner that develops and strengthens diverse businesses. The Commonwealth's [Supplier Diversity Program](#) (SDP) promotes the partnering of Awarded Statewide Contractors with [Supplier Diversity Office](#) (SDO) certified or recognized diverse business partners. All Bidders are required to make a meaningful financial commitment by partnering with one or more SDO certified or recognized business enterprises or non-profits. Bidders must identify their commitment in the form of a specific percentage of sales under the resulting contract which will be spent with an SDP partner or partners on a Massachusetts fiscal year basis. The percentage commitment will extend for the life of any resulting contract. Bidders will not be awarded unless they submit an acceptable SDP plan.

5.2.1. Eligible SDP Partner Certifications

The list below identifies the types of SDO certified business enterprises and non-profits that are eligible to be SDP partners. The Commonwealth reserves the right to amend this list at any time.

- Minority-Owned Business Enterprise (MBE)
- Minority Non-Profit Organizations (M/NPO)
- Women-Owned Business Enterprise (WBE)
- Women Non-Profit Organization (W/NPO)
- Veteran-Owned Business Enterprise (VBE)
- Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)
- Disability-Owned Business Enterprise (DOBE)
- Lesbian, Gay, Bisexual, and Transgender Business Enterprise (LBGTBE)

5.2.2. Eligible Types of Business-to-Business Relationships

Bidders and Contractors may engage SDP Partners in the following two ways:

Subcontracting, defined as a partnership in which the SDP partner is involved in the provision of products and/or services to the Commonwealth.

Ancillary Products and Services, defined as a business relationship in which the SDP partner provides products or services that are not directly related to the Contractor's contract with the Commonwealth but may be related to the Contractor's own operational needs.

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Other types of business-to-business relationships are not acceptable under this contract. All provisions of this RFR applicable to subcontracting shall apply equally to the engagement of SDP Partners as subcontractors.

5.2.3. Program Flexibility

The SDP encompasses the following provisions to support Bidders in establishing and maintaining sustainable business-to-business relationships meeting their needs:

- SDP Partners are **not** required to be subcontractors.
- SDP Partners are **not** required to be Massachusetts-based businesses.
- SDP Partners **may be changed or added** during the term of the contract if the Contractor continues to meet its SDP Commitment.

5.3. Environmental Requirements and Specifications

5.3.1. Environmental Requirements for Contractor

5.3.1.1. Accurate and Meaningful Labeling

The Purchasing Entity reserves the right to require the Vendor to remove any environmental claims that are false, vague, misleading, or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Purchasing Entity under this contract. The Contractor must label the environmental attributes of all environmentally preferable products (EPPs) consistent with the Environmental Specifications in Section II below, in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Vendor must provide documentation that each EPP has the required third-party certification(s), minimum percentage of recycled content, or other environmental attributes listed in the Environmental Specifications. If the Contractor is offering an online ordering catalog through COMMBUYS PunchOut functionally, it must have an option to filter by EPP products.

5.3.1.2. Training

Contractor must offer educational/marketing materials and at least one training (at the request of the contract user) that can be accessed by contract users explaining its EPP labeling and reporting practices.

5.3.1.3. Blocking Products

Contractor agrees to block from its ordering system any products that do not comply with the Environmental Specifications listed below or that are not in

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compliance with environmental laws adopted by the Commonwealth of Massachusetts. OSD may consider failure to comply with the Environmental Specifications for this contract as well as the EPP labeling, reporting, and training requirements described above to be grounds for termination of this contract.

5.3.1.4. Packaging

Contractor may not offer packaging containing intentionally added lead, cadmium, mercury, hexavalent chromium or PFAS (measured as total organic fluorine) above 100 ppm. In addition, the Contractor must agree to work with all distributors to remove products packaged with polystyrene void fill such as packing "peanuts" and report annual progress to OSD in addition to alternative environmentally preferable packaging that is used.

5.3.2. Environmental Specifications

For specific environmental specification for products contractor must abide by, refer to FAC124 Massachusetts Participating Agreement Environmental Specifications (Attachment D).

5.4. COMMBUYS Market Center

COMMBUYS is the official source of information for this Bid and is publicly accessible at no charge at www.commbuys.com. Information contained in this document and in COMMBUYS, including file attachments, and information contained in the related Bid Questions and Answers (Q&A), are all components of the Bid, as referenced in COMMBUYS, and are incorporated into the Bid and any resulting contract. Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

It is Contractor's responsibility to check COMMBUYS for any amendments, addenda, or modifications to this Contract.

5.4.1. COMMBUYS Subscription

A free COMMBUYS Seller subscription provides value-added features, including automated email notification associated with posting and modifications to COMMBUYS records.

Contractor agrees that: (1) they will maintain an active seller account in COMMBUYS; (2) they will, when directed to do so by the procuring entity, activate and maintain a COMMBUYS-enabled catalog using Commonwealth Commodity Codes; (3) they will comply with all requests by the procuring entity to utilize COMMBUYS for the purposes of conducting all aspects of purchasing and invoicing with the Commonwealth, as added functionality for the COMMBUYS system is activated; (4) they understand and acknowledge that all

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references to the Comm-PASS website or related requirements, shall be superseded by comparable requirements pertaining to the COMMBUYS website; and (6) in the event the Commonwealth adopts an alternate market center system, successful Bidders will be required to utilize such system, as directed by the procuring entity. Commonwealth Commodity Codes are based on the United Nations Standard Products and Services Code (UNSPSC).

The COMMBUYS system introduces new terminology, which bidders and contractors must be familiar with in order to conduct business with the Commonwealth. To view this terminology and to learn more about the COMMBUYS system, please visit the COMMBUYS Resource Center.

Contractor is required to maintain a valid email address in COMMBUYS in order to receive notifications.

COMMBUYS supports a supplier's Web-based catalog from which purchases can be made by any eligible COMMBUYS buyer. Contractors who already maintain or are developing a Website for product ordering are advised that links to their sites will only be enabled within COMMBUYS if the system is limited to or can distinguish between Statewide Contract customers and retail or commercial customers. Contractors who already maintain or are developing a Website for product information are advised that links to their site will only be enabled within COMMBUYS if content is restricted to terms authorized under their Statewide Contract.

6. Clarifications to Commonwealth Terms and Conditions

The parties agree that the following clarifications of the Commonwealth Terms and Conditions are applicable to this Agreement:

Contractor agree to Commonwealth's indemnification provisions except to the extent

such claims arise out of the negligence, reckless or intentional misconduct of an Indemnified Party (a purchasing Department, its agents, officers, and employees).

7. Performance and Payment Timeframes

All term leases, rentals, maintenance, or other agreements for services entered into during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement). No written agreement shall extend beyond the final termination date of this Statewide

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Contract. No new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

8. Primary Contacts

The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State

Name	Lisa Bradley
Address	Contracting Officer/Procurement Specialist State of Oklahoma, OMES Central Purchasing 2401 N. Lincoln Blvd., Oklahoma City, OK 73105
Telephone	405-522-4480
Fax	
E-mail	Lisa.Bradley@omes.ok.gov

Contractor – Local Government Account Manager

Name	Jeff Gaskill, National Education Manager
Address	2801 80 th Street, Kenosha, WI 53143
Telephone	262-656-4762
Fax	262-656-4652
E-mail	IndContractAdmin@snapon.com

Participating Entity

Name	Sean Corbin, Contract Manager
Address	Operational Services Division, One Ashburton Place, Room 1608, Boston, MA
Telephone	617-720-3105
Fax	617-720-4527
E-mail	Sean.corbin2@mass.gov

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9. Purchase Order Instructions

All orders should contain the following (1) Mandatory Language "PO is subject to Massachusetts Statewide Contract FAC124 and NASPO ValuePoint Professional Grade Tools and Diagnostic Equipment Master Agreement OK-MA-818-900" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount. Purchase Orders and payments may be made only to the Contractor identified above and on COMMBUYS.

10. Price Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Massachusetts Statewide Contract number: FAC124 and the NASPO ValuePoint Master Agreement number: OK-MA-818-900.

11. OSD Logo Use

Successful Bidders will be provided a COMMBUYS Logo and Statewide Contract Logo (Statewide Contract Logos) for print and online marketing of said Contractor's goods and services available on Statewide Contract. Statewide Contract Logos may only be used for the purpose of promoting the use of Statewide Contracts and does not guarantee any sales of services and/or commodities marketed. Statewide Contract Logos are only allowed to be used by Statewide Contractors who are registered on COMMBUYS and only to market those services/commodities available on their Statewide Contract(s). Statewide Contractor must adhere to all terms in their Statewide Contract(s) and be in good standing, which includes not having any outstanding issues (such as non-compliance with any reporting requirements) and not being debarred, terminated, or suspended, as determined by the Commonwealth OSD Contract Manager and Strategic Sourcing Team (SST). COMMBUYS and other marks, graphics, logos, page headers, icons, scripts unique to OSD on www.mass.gov and www.commbuys.com are the trademarks and/or trade dress and property of the Commonwealth, use of which is prohibited without prior approval by the Commonwealth. In no case shall such trademarks or trade dress be used in any manner that is likely to cause confusion, that disparages or discredits the Commonwealth and in connection with any service or product that is not sponsored, endorsed, or produced by the Commonwealth. OSD reserves the right to accept or reject any proposed uses of the Statewide Contract Logos which do not fully support these terms. All proposed online and print materials are subject to review by OSD, which may assess the appropriateness of proposed content. Use of the logos which does not, in the opinion of OSD, support the general purpose outlined herein may be rejected, including uses that contain libelous, slanderous, obscene, profane, violent, criminal, or otherwise objectionable content, which will be rejected. Statewide Contractors must adhere to the Statewide Contractor Marketing Requirements as set forth in each Statewide Contract. Statewide Contractor acknowledges that their having a Statewide Contract and their use of Statewide Contract Logos is not an endorsement of the

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SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC (hereinafter "Contractor") and the Commonwealth of Massachusetts (hereinafter "Participating State") for Statewide Contract FAC124

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Contractor by the Commonwealth or OSD. All marketing materials must be reviewed by the Commonwealth OSD Contract Manager and OSD's Marketing Department for approval before distribution. Should the Statewide Contractor be instructed by OSD to cease utilizing the COMMBUYS Logo and/or Statewide Contract Logo, Statewide Contractor shall promptly remove the logo(s) from all printed and electronic marketing material. OSD reserves the right to terminate the OSD Logo Use of all Statewide Contractors at any time, for any reason, and/or modify the logos. Upon request of OSD to update logo(s) to newer versions, Statewide Contractors shall promptly update their materials accordingly. Marketing information must be factual in nature in order to promote those goods and/or services for which the Contractor has a Statewide Contract and must not be critical of other Statewide Contractors; and Contractors must not display the Commonwealth of Massachusetts Seal for commercial purposes because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law Contractors may only utilize email lists to market to Commonwealth eligible entities if such emails contain an "Unsubscribe" option in order to allow recipients to opt out of receiving such emails.

12. Required Attachments

- Attachment A – Commonwealth of Massachusetts Terms and Conditions
- Attachment B – Commonwealth of Massachusetts Standard Contract Form
- Attachment C – Massachusetts Substitute W-9 Form
- Attachment D – Commonwealth of Massachusetts Prompt Payment Discount Form
- Attachment E – Commonwealth of Massachusetts Supplier Diversity Program Forms
- Attachment (F.1 **OR** F.2) – Contractor Authorized Signatory Listing
- Attachment G – Authorization for Electronic Funds Transfer
- Attachment H – PunchOut Business Requirements and Technical Specifications
- Attachment I – Environmental Specifications (Mandatory Specifications and Desirable Criteria)

PARTICIPATING ADDENDUM
STATE OF OKLAHOMA
NASPO VALUEPOINT PROFESSIONAL GRADE TOOLS AND DIAGNOSTIC EQUIPMENT
MASTER AGREEMENT NUMBER: OK-MA-818-900
Administered by STATE OF OKLAHOMA, between
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13. Accepted Forms of Signatures

1. Traditional "wet signature" (ink on paper);
 2. Electronic signature that is either:
 - a. Hand drawn using a mouse or finger if working from a touch screen device; or
 - b. An uploaded picture of the signatory's hand drawn signature
 3. Electronic signatures affixed using a digital tool such as Adobe Sign or DocuSign.
- If using an electronic signature, the signature must be visible, include the signatory's name and title, and must be accompanied by a signature date.

Please be advised that typed text of a name not generated by a digital tool such as Adobe Sign or DocuSign, even in computer-generated cursive script, or an electronic symbol, are not acceptable forms of electronic signature.

14. Individual Customer

Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the NASPO ValuePoint Master Price Agreement OK-MA-818-900 (administered by NASPO ValuePoint) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

PARTICIPATING ADDENDUM

STATE OF OKLAHOMA

NASPO VALUEPOINT PROFESSIONAL GRADE TOOLS AND DIAGNOSTIC EQUIPMENT

MASTER AGREEMENT NUMBER: OK-MA-818-900

Administered by STATE OF OKLAHOMA, between

SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC (hereinafter "Contractor") and the Commonwealth of Massachusetts (hereinafter "Participating State") for Statewide Contract FAC124

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

Authorizing Signature for the Contractor Signature and Date Must Be Captured at Time of Signature X  Andrew Lobo (Jul 17, 2024 08:49 CDT)	Authorizing Signature for the Commonwealth Signature and Date Must Be Captured at Time of Signature X  Gary J. Lambert (Jul 17, 2024 11:45 EDT)
Date: Jul 17, 2024	Date: Jul 17, 2024
Print Name: Andrew Lobo	Print Name: Gary J. Lambert
Print Title: President, Industrial Division & VP, IDSC Holdings LLC	Print Title: Assistant Secretary for Opeational Services