

PARTICIPATING ADDENDUM
NASPO ValuePoint, Lead State Iowa
Tires, Tubes and Services
MASTER PRICE AGREEMENT, Contract Number: 24158,
Administered by Iowa, between
Bridgestone Americas Tire Operations, LLC (hereinafter "Contractor," "Statewide Contractor," or
"Vendor") and the Commonwealth of Massachusetts (hereinafter "Participating State" or the
"Commonwealth") for Statewide Contract VEH120

1. Scope

This addendum ("Participating Addendum") by and between the Commonwealth of Massachusetts Operational Services Division ("Participating Entity" or "OSD") and Bridgestone Americas Tire Operations, LLC is based upon the NASPO ValuePoint Tires, Tubes and Services Master Price Agreement with Bridgestone Americas Tire Operations, Contract Number: 24158 ("Master Agreement"). This addendum hereby establishes Massachusetts Statewide Contract VEH120 for Tires, Tubes and Services ("Agreement" or "Statewide Contract").

The Tires, Tubes and Services Contract includes pursuit/performance, passenger, light duty truck, medium/heavy duty truck and bus, off-the-road, agricultural/farm, industrial, specialty, and retread tires and tubes for Purchasing Entities. Tire related services including, but not limited to, mounting, rotating, stem repair, flat repair, wheel balancing, alignment, and bulk disposal are included in the Contract.

2. Duration

The initial term of NASPO ValuePoint Tires, Tubes and Services Master Price Agreement is three (3) years. In addition, this Agreement has three (3) options to renew of up to one (1) year each with a maximum possible contract duration of six (6) years.

This Participating Addendum will expire upon the expiration of the master agreement, NASPO ValuePoint Tires, Tubes and Services or the expiration of any contract renewals authorized by the Master Agreement and exercised by both NASPO ValuePoint and the Commonwealth of Massachusetts.

3. Contract Pricing

Contractor will offer the following: Contractor will offer pricing based on the awarded NASPO ValuePoint ceiling price or lower.

4. Participation

The following are the Commonwealth entities ("Eligible Entities"; also referred to as "Purchasing Entities") that are designated by the State Purchasing Agent as eligible to use this Participating Addendum known as Statewide Contract VEH120:

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, and
9. Other entities when designated in writing by the State Purchasing Agent.

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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):

- The Commonwealth of Massachusetts Standard Contract Form – (signing the Standard Contract Form signifies acceptance of the Commonwealth Terms and Conditions) (**Attachment B**)
- 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 (Choose either one of the following attachments)
 - **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**)

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

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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 OSD Contract Manager.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this Agreement 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.

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 Quarterly Fee Payment and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B and 801 CMR 4.02, and which is incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's Quote price and any Contractor's Statewide 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 Statewide Contractor based on the statewide contract. All "Statewide Contracts" awarded, and all purchase orders and purchases made pursuant to this RFR are subject to this fee. Eligible entities are defined in Section 3, above.

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.

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5.1.3.1. Quarterly Fee Payment

For each Reporting Period, as defined above in the Reporting Requirements and Due Dates section, Statewide 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 Statewide Contractor pursuant to this Agreement. All payments must be received by OSD on or before 45 days after the last day of the Reporting 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 on the first day of a quarter or end on the last day of the quarter.

Payments are to be made through a web-based secure payment center, which is accessible through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. Payments may be made via Automatic Clearing House (ACH) or by using one of the following credit cards: American Express, Discover, MasterCard and/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 OSD's 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 PRF84) 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 after the later of (i) the termination of this Agreement, (ii) the date that the final payment is made in connection with this Agreement, or (iii) such longer period as is necessary for the resolution of any litigation,

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claim, negotiation, audit or other inquiry involving this Agreement or the related documentation, the Operational Services Division, its auditors, the Office of the Inspector General, the Office of the Attorney General, or other authorized representatives shall be afforded access upon reasonable prior written notice and at reasonable times to 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 at the cost and expense of the State. If such an audit indicates that Contractor has materially underreported Sales, then the Vendor shall be responsible for payment of the 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 Agreement.

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 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 reasonable 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 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

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Details" button and then select "Upload Sales Data." This will prompt the 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 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 E)**

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

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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 (LGBTBE)

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.

Other types of business-to-business relationships are not acceptable under this Agreement. 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..

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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 Agreement. The Contractor must label the environmental attributes of all environmentally preferable products (EPPs) consistent with the Environmental Specifications provided by the Participating Entity to the Vendor, if any, or as otherwise may be required by law, in any catalogs, marketing materials, price lists, and online ordering portal associated with this Agreement. 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. 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.

5.4. 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 Agreement via COMMBUYS.

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

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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 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.

5.5. Commonwealth Modifications to Master Agreement

The Master Agreement is modified as follows:

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- 5.5.1. Notwithstanding anything to the contrary set forth in the Master Agreement, including, without limitation, Section 1.3.2 thereof, all amounts payable to Contractor are processed within a 45-day payment cycle through EFT, in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Any late payment fees for payments made after the applicable due date for amounts payable by any Eligible Entity to the Contractor under this Agreement may be assessed only as authorized by the Office of the Comptroller of the Commonwealth of Massachusetts.
- 5.5.2. Notwithstanding any terms to the contrary set forth in the Master Agreement, including, without limitation, Section 1.12, Contractor shall indemnify, defend, and hold harmless the Participating State, the Participating Entity, and any and all Eligible Entities in accordance with the indemnification provision set forth in Section 11 of the Commonwealth Terms and Conditions, subject to the terms and conditions of Section 10 hereof. The term "other damages" in Section 11 of the Commonwealth Terms and Conditions, "Indemnification," shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third-party claims, provided, that this in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 or the Commonwealth's ability to join the Contractor as a third-party defendant. Further, the term "other damages" shall not include, and in no event shall the Contractor be liable for, damages for the Commonwealth's use of Contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the Contractor's entire liability under a contract.
- 5.5.3. The second sentence of Section 1.12.1.1 of the Master Agreement shall not apply for the purposes of this Agreement.
- 5.5.4. The first sentence of Section 1.14.7 shall not apply for the purposes hereof, and the terms set forth in the Commonwealth Terms and Conditions with respect to force majeure shall apply in its place.
- 5.5.5. The parties hereby clarify that, pursuant to Section 4 of the Commonwealth Terms and Conditions, the Department may terminate a Contract (as such terms are used therein) without cause and without penalty upon thirty (30) days' prior written notice.

6. Performance and Payment Timeframes

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Agreement and whose performance and payment time frames extend beyond the duration of this Agreement 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 for more than 120 days beyond the final termination date of this Statewide Contract. No new leases, rentals, maintenance or other agreements for services may be executed after the Contract has expired.

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7. Primary Contacts

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

Lead State

Name	Craig Trotter
Address	1305 East Walnut Street, Des Moines, IA 50319
Telephone	515-322-8593
Fax	
E-mail	craig.trotter@iowa.gov

Cooperative Contract Manager

Name	Josh Descoteaux
Address	NASPO
Telephone	(859) 551-0958
Fax	
E-mail	jdescoteaux@naspo.org

Contractor – Local Government Account Manager

Name	Gregg Trosper
Address	200 4 th Ave S, Nashville, TN 37201
Telephone	
Fax	
E-mail	TrosperGregg@bfusa.com

Participating Entity

Name	Nicauris Santana, Strategic Sourcing Manager (SSM)
Address	Operational Services Division, One Ashburton Place, Room 1608 Boston, MA
Telephone	617-720-3174
Fax	617-720-4527
E-mail	Nicauris.santana@mass.gov

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8. Purchase Order Instructions

All orders should contain the following (1) Mandatory Language "PO is subject to Massachusetts Statewide Contract VEH120 and NASPO ValuePoint Contract #24158" (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.

9. Price Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the Massachusetts Statewide Contract number: VEH120 and the NASPO ValuePoint price agreement number: 24158.

10. Dealer Agreements

The parties acknowledge that certain products shall be delivered and certain services shall be provided by Contractor's network of Approved Distributors, which include both Affiliated Dealers and Independent Dealers (as such terms are defined in the Master Agreement). Contractor shall not be responsible for the actions or omissions of Independent Dealers and makes no certifications on behalf of Independent Dealers. For purposes of clarification, the parties acknowledge that Independent Dealers are not "subcontractors," "agents," or "representatives" of Contractor, as such terms may be used in the Commonwealth Terms and Conditions, the Commonwealth of Massachusetts - Standard Contract Form, the Master Agreement, this Participating Addendum, or any of its attachments.

For this reason, Independent Dealers shall be required to sign a Dealer Agreement on the form attached hereto as Attachment H, referencing the Master Agreement and this Participating Addendum. Notwithstanding the order of precedence for the resolution of conflicting terms and conditions set forth in Section 5 of this Participating Addendum, this Section 10 shall govern specifically with respect to Contractor's indemnification obligations for the acts or omissions of Independent Dealers to the extent Section of 11 of the Commonwealth Terms and Conditions conflicts with this Section 10. Independent Dealers' participation will be in accordance with the terms and conditions set forth in this Participating Addendum, the Master Agreement, and all attachments thereto, and the Dealer Agreements shall be subject to the terms and conditions of such documents.

Contractor shall reasonably cooperate with any and all Independent Dealers that Contractor intends to engage with for the purposes of providing the products or services under this Agreement, and Contractor shall obtain fully executed Dealer Agreements, on the form attached hereto, from any and all such Independent Dealers prior to the time that any Eligible Entities conduct business with such Independent Dealers. The Participating State, Participating Entity, and Eligible Entities shall not be obligated to engage with, purchase products from, or use the services of any Independent Dealers that have not fully executed a Dealer Agreement on the form attached hereto. Only such

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Independent Dealers that have fully executed Dealer Agreements shall be deemed Approved Distributors authorized to provide the products and services hereunder. For purposes of clarification, the term "Authorized Dealer," as used in the Master Agreement, shall mean Approved Distributor.

In addition to all rights and remedies available to the Participating State, Participating Entity, and Eligible Entities under this Participating Addendum, the Master Agreement, and all their attachments, if the Participating State or Participating Entity is notified that an Independent Dealer is providing, in the purchaser's sole judgment, poor products or services, the Participating State and the Participating Entity may take one or more of the following actions: (1) suspension of an Independent Dealer from the Approved Distributors List; and (2) termination of an Independent Dealer from the Approved Distributors List.

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 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 Contractor by the Commonwealth or OSD. All marketing materials must be reviewed by the Contract Manager and OSD's Marketing Department for approval before distribution. Should the Statewide Contractor be instructed by OSD to cease utilizing the COMMBUYS

PARTICIPATING ADDENDUM
NASPO ValuePoint, Lead State Iowa
Tires, Tubes and Services
MASTER PRICE AGREEMENT, Contract Number: 24158,
Administered by Iowa, between
Bridgestone Americas Tire Operations, LLC (hereinafter "Contractor," "Statewide Contractor," or
"Vendor") and the Commonwealth of Massachusetts (hereinafter "Participating State" or the
"Commonwealth") for Statewide Contract VEH120

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 – Form of Dealer Agreement

13.Accepted Forms of Signatures

1. Traditional "wet signature" (ink on paper);
2. Electronic signature that is either:
3. Hand drawn using a mouse or finger if working from a touch screen device; or
4. An uploaded picture of the signatory's hand drawn signature
5. 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 Eligible Entity, as a Purchasing Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each Purchasing Entity 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

PARTICIPATING ADDENDUM
NASPO ValuePoint, Lead State Iowa
Tires, Tubes and Services
MASTER PRICE AGREEMENT, Contract Number: 24158,
Administered by Iowa, between
Bridgestone Americas Tire Operations, LLC (hereinafter "Contractor," "Statewide Contractor," or
"Vendor") and the Commonwealth of Massachusetts (hereinafter "Participating State" or the
"Commonwealth") for Statewide Contract VEH120

the Master Agreement. Each Purchasing Entity will be responsible for their own charges, fees, and liabilities. Each Purchasing Entity 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 Purchasing Entity individually.

This Participating Addendum and the Master Agreement (administered by NASPO ValuePoint) together with their 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 Participating Addendum and the Master Agreement, together with their exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and their 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 Participating Addendum and the Master Agreement and their exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State in the order of precedence set forth in Section 5 hereof.

IN WITNESS WHEREOF, the parties have executed this Participating 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 <u>Gregg Trosper</u> Gregg Trosper (Oct 9, 2024 13:29 CDT)	Authorizing Signature for the Commonwealth Signature and Date Must Be Captured at Time of Signature X <u>Anna Shpigel</u> Anna Shpigel (Oct 9, 2024 14:57 EDT)
Date: Oct 9, 2024	Date: Oct 9, 2024
Print Name: Gregg Trosper	Print Name: Anna Shpigel
Print Title: Business Developm	Print Title: Deputy Assistant Sec

Attachment H – Form of Dealer Agreement

DEALER AGREEMENT

in connection with

Tires, Tubes and Services Master Price Agreement, Contract Number: 24158,
by and between the State of Iowa and Bridgestone Americas Tire Operations, LLC
(hereinafter “Bridgestone” or “Contractor”) and, participating through a Participating Addendum with
Bridgestone, the Commonwealth of Massachusetts, for Statewide Contract VEH120

The Commonwealth of Massachusetts (“Commonwealth” or “State” or “Participating State”) has entered into that certain Participating Addendum, establishing the Massachusetts Statewide Contract VEH120 for Tires, Tubes and Services (hereinafter referred to as “Statewide Contract Number VEH120” or “VEH120” or “Participating Addendum”) with Bridgestone Americas Tire Operations, LLC (hereinafter referred to as Bridgestone or “Contractor”) to provide tires and services to the State and Eligible Entities (as hereinafter defined) within the State, resulting from that certain Tires, Tubes and Services Master Agreement by and between the State of Iowa, through the Iowa Department of Administrative Services, and Bridgestone Americas Tire Operations, Contract Number: 24158 (the “Master Agreement”) on behalf of NASPO ValuePoint and other participating states. Specific Independent Dealers (as such term is defined in the Master Agreement; for the purposes hereof, the term “Dealer(s)” refers only to “Independent Dealers”) will be authorized by Bridgestone to provide tires and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.).

This Dealer Agreement (the “Dealer Agreement”) will identify the responsibilities of the Dealer for the services provided by the Dealer. Dealers must sign the Dealer Agreement before the Dealer will be authorized to provide services to the Commonwealth of Massachusetts and/or any Eligible Entities (as defined in VEH120). This Agreement will be effective on the last signature date below.

The Dealer identified below agrees to the following:

1. PROFESSIONAL SERVICES.

Dealer warrants that all services shall be performed in a professional and workmanlike manner, consistent with standard industry practice, and in accordance with any approved Statement of Work or Purchase Order, if applicable. Dealer agrees to abide by all applicable laws, regulations, and industry standards when performing services for the State or any of the Eligible Entities.

2. INSURANCE REQUIREMENTS.

The Dealer will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. The Dealer certifies that it has now and will continue to have in full force and effect the following certificates of insurance. Copies of the insurance certificates shall be provided to the Commonwealth within ten (10) days upon request. All Insurance shall be issued by an insurance company authorized by the Insurance Department to transact business in the Commonwealth of Massachusetts. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days’ prior written notice to the Commonwealth.

a. Liability insurance: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

b. Worker's compensation and employer's liability: a certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the Dealer is an authorized self insurer.

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DEALER AGREEMENT

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Tires, Tubes and Services Master Price Agreement, Contract Number: 24158,
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Bridgestone, the Commonwealth of Massachusetts, for Statewide Contract VEH120

c. Garage liability including Garage Keepers Legal Liability: a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

3. HOLD HARMLESS.

The Dealer shall release, protect, indemnify and hold the Commonwealth and any and all Eligible Entities, and any of their officers, agents, and employees, harmless from and against any and all claims, damages, costs and/or liabilities, including, without limitation, reasonable attorney’s fees, for any and all personal injury, property damages, patent or copyright infringement, or other damages and claims arising from or in connection with any and all acts or omissions of the Dealer, its agents, officers, employees, subcontractors, or volunteers.

4. CONTRACT WITH BRIDGESTONE

The Dealer agrees to abide by, and agrees that this Dealer Agreement is subject to, the terms and conditions of the Participating Addendum and all documentation referenced in Section 5 thereof in the order of precedence set forth therein. The Dealer Agreement shall be last in such order of precedence for the purpose of resolving any conflicts in terms. .

5. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO DEALER AGREEMENT

The following terms and conditions are added to this Dealer Agreement for the Participating State:

a. Commonwealth Terms and Conditions:

The Commonwealth Terms and Conditions is hereby incorporated into this Dealer Agreement for purposes of identifying Dealer performance responsibilities, duties and obligations, when Dealer is providing tires and tire related services related to purchasing the tires (mounting tires, rotating tires, etc.) for Commonwealth Eligible Entities (see below) pursuant to VEH120. Dealer’s signature of this Dealer Agreement shall be deemed Dealer’s acceptance of all the terms and conditions set forth in the Commonwealth Terms and Conditions.

b. Eligible Entities:

VEH120 may be used by all Eligible Entities as defined in VEH120 and on COMMBUYS at www.commbuys.com.

c. Individual Customer:

Each Eligible Entity, as a Purchasing Entity (as defined in VEH120), that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by the Participating Addendum, each Purchasing Entity 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 (as defined in the Master Agreement) has in the Master Agreement. Each Purchasing Entity will be responsible for their own charges, fees, and liabilities. Each Purchasing Entity 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 Purchasing Entity individually.

d. Purchase Order Instructions:

Attachment H – Form of Dealer Agreement

DEALER AGREEMENT

in connection with

Tires, Tubes and Services Master Price Agreement, Contract Number: 24158,
by and between the State of Iowa and Bridgestone Americas Tire Operations, LLC
(hereinafter “Bridgestone” or “Contractor”) and, participating through a Participating Addendum with
Bridgestone, the Commonwealth of Massachusetts, for Statewide Contract VEH120

All purchase orders issued by Purchasing Entities within the jurisdiction of the Participating Addendum shall include the following: (1) mandatory language: “The Purchase Order is subject to Massachusetts Statewide Contract VEH120 and the NASPO ValuePoint Contract Number: 24158”; (2) Name, Address, Contact, and Phone Number; and (3) the purchase order amount. Purchase orders can ONLY be made out to Bridgestone.

e. Payments and Invoices.

Purchases by the Participating State and any Eligible Entities will be invoiced by, and all payments shall be directed to Bridgestone. Notwithstanding the prior sentence, only to the extent that invoices and payments are processed by Dealers, purchases by local governmental agencies shall be invoiced by, and all payments shall be directed to, the delivering Dealer, and Bridgestone shall reasonably cooperate with such Dealers to the extent necessary with respect thereto.

f. Audit:

During the term of this Dealer Agreement and for a period of seven (7) years after the later of (i) the termination of this Dealer Agreement, (ii) the date that the final payment is made in connection with this Dealer Agreement, or (iii) such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Dealer Agreement or the related documentation, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Dealer'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. Such audit may be conducted upon reasonable prior notice to Dealer.

g. Debarment.

The Dealer certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, without limitation, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

6. DELIVERY.

Prices take into consideration all inherent costs of providing requested goods and services. Dealers cannot charge fuel surcharges, delivery or transportation costs.

[Signature on following page]

Attachment H – Form of Dealer Agreement

DEALER AGREEMENT

in connection with

Tires, Tubes and Services Master Price Agreement, Contract Number: 24158,
by and between the State of Iowa and Bridgestone Americas Tire Operations, LLC
(hereinafter “Bridgestone” or “Contractor”) and, participating through a Participating Addendum with
Bridgestone, the Commonwealth of Massachusetts, for Statewide Contract VEH120

DEALER AGREEMENT:

Signature:	
Date:	
Print Name of Signer:	
Print Title of Signer:	

DEALER INFORMATION:

Legal Status (Check One):	☐ - Corporation ☐ ☐ - Partnership ☐ ☐ - Sole Proprietor
Dealer Name:	
Address:	
City, State, Zip:	
Phone:	
Fax:	
Contact Name:	
Email Address:	
Federal Tax ID #:	