

PARTICIPATING ADDENDUM

by and between *Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.* (hereinafter “Contractor” or “Statewide Contractor” or “Vendor”) and the Operational Services Division (“Participating Entity” or “OSD”) of the Commonwealth of Massachusetts (hereinafter “Participating State”) for Statewide Contract FAC123, based upon that certain Master Agreement, No: MA 758 2500000411, by and between the Commonwealth of Kentucky and Contractor, administered by NASPO ValuePoint, for Facilities MRO and Industrial Supplies (the “Master Agreement”)

1. Scope

This addendum (“Participating Addendum”) by and between OSD and Contractor is based upon the Master Agreement. This Participating Addendum hereby establishes Massachusetts Statewide Contract FAC123 for MRO Supplies and Products. FAC123 includes the categories set forth below:

CATEGORIES

Category 1: Janitorial Supplies & Equipment, and Sanitation Cleaning Chemicals includes but not limited to cleaning chemicals, hand soaps, paper products, trash can liners, adhesives.

Category 2: Fasteners includes but is not limited to thread fasteners, anchors, bolts, cables, clips, hose couplings, inserts, lock nuts, pins, plates, rivets, screws, studs, and washers.

Category 3: Material Handling includes but is not limited to hand trucks, ladders, welding supplies, shop supplies, containers, cabinets, chains, wire rope, pails/drums, motor rider forklifts, reach trucks, order pickers, pallets jacks, stackers, and tow tractors.

Category 4: Plumbing Equipment includes but is not limited to facets, fittings, pipes, water filters, drains, pumps, and plumbing tools.

Category 5: Power Sources includes but is not limited to electric power grid, such as an electrical outlet, energy storage devices such as batteries or fuel cells, generators or alternators, solar power converters, or another power supply, other batteries, electric vehicle charging stations and parts, solar energy, and AC and DC power supply.

Category 6: Landscaping and Outdoor Supplies and Equipment includes but is not limited to seasonal lawn and grounds maintenance supplies.

Category 7: Lamps, Lighting, Ballasts, and Equipment includes but is not limited to lamps, ballasts, fixtures, bulbs, diodes, and tubes.

Category 8: Heating, Ventilation, Air Conditioning (HVAC) includes but is not limited to air filters, blowers, diffusers, fans, coolant, small heaters, air conditioning units (window and portable), foam coil cleaners, filters, and valves.

Category 9: Hand Tools includes but is not limited to hammers, pliers, rakes, screw drivers, shoves, hand saws, and measuring tools.

Category 10: Power Tools includes drills, saws, table saw, air compressor, band saw, sander.

Category 11: Electrical Supplies and Equipment includes but is not limited to circuit breakers, conduits, electrical boxes, fuses, switches, outlets, cords, and plugs.

Category 12: Paint and Related Supplies includes but is not limited to paint interior and exterior, primers, coatings, brushes, paint pans, fire retardant sealants, and stirrers.

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Category 13: Security includes but is not limited to cameras, strobes, safes, locks.

Category 14: Safety includes personal protective equipment and related building safety equipment, eye protection, protective clothing, barricades, fire escape ladders, master lock, hearing protection and head and face protection, hand sanitizer, gloves, and sorbents.

Category 15: Other items related to MRO. Contractor is allowed to sell other items related to MRO but not specifically listed above. Products that are included in the Exclusions section below, may not be sold.

EXCLUSIONS:

The Master Agreements resulting from this solicitation are not intended to replace or materially overlap in scope with other Massachusetts Statewide Contracts, and as such the following categories are excluded from FAC123:

- **Automatic External Defibrillator (AED) and Accessories**
- **Ground Maintenance Equipment**
- **Automotive Parts**
- **Professional Grade Tools and Diagnostic Equipment**
- **Office Furniture**
- **Office Supplies**
- **Audio Video Equipment and Supplies**
- **Computer Equipment, Peripherals & Related Services**
- **Multi-Function Devices and Related Software, Services, and Cloud Solutions**
- **Laboratory Equipment and Supplies**
- **Electric vehicle charging station and/or installation**
- **Public safety electronic equipment or any first responder electronic equipment**
- **Drones, drones’ maintenance, and parts**
- **Software or SaaS solutions**
- **Light Bulbs:** Standard sized incandescent light bulbs (size A19) and Compact Fluorescent Lamps (CFL’s) are restricted from sale on this contract since all vendors offer a wide variety of energy efficient Light Emitting Diodes (LED’s) in addition to other high efficiency luminaires and light

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bulbs. If no energy efficient lighting options exist, a request justifying need may be sent to the contract manager, which will be reviewed and approved if determined no options exist.

2. Duration

The initial term of the Master Agreement is two (2) years, with an expiration date of August 31, 2026. In addition, the Master Agreement has two (2) options to renew of up to two (2) years each with a maximum possible contract duration of six (6) years. This Participating Addendum will expire upon the expiration of the Master Agreement, the term of which may be extended pursuant to the renewal options provided under the Master Agreement and exercised by NASPO ValuePoint, the Commonwealth of Kentucky, and the Commonwealth of Massachusetts.

3. Contract Pricing

- I. The Contractor has been awarded to FAC123. Contract pricing is based on awarded Master Agreement contract line-item pricing. Notwithstanding the minimum discount percentages set forth in the Master Agreement, Contractor will offer the following minimum discount percentages for each category as set forth below in accordance with the terms of the Master Agreement, as modified by this Participating Addendum:

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	29%
2. Fasteners	29%
3. Material Handling	26%
4. Plumbing Equipment	30%
5. Power Sources	30%
6. Landscaping and Outdoor Supplies and Equipment	29%
7. Lamps, Lighting, Ballasts, and Equipment	37%
8. Heating, Ventilation, Air Conditioning (HVAC)	28%
9. Hand Tools	29%
10. Power Tools	29%
11. Electrical Supplies and Equipment	37%
12. Paint and Related Supplies	25%
13. Security	30%
14. Safety	30%
15. Other	7%

- II. Contractor shall provide pricing based on a discount from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent

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of a manufacturer’s product lines, services, warranties, etc. that are available from contractor and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Contractor may elect to limit their proposals to any category or categories.

- III. All pricing quoted must reflect a Purchasing Entity’s total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Purchasing Entity’s requested delivery location. Regardless of the payment method chosen by the Purchasing Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Purchasing Entity at the time of purchase.

4. Shipping and Shipping Costs

All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Contractor must permit the Equipment and Products to be returned within a reasonable time at no cost to the Participating Entity or the Purchasing Entities. The Purchasing Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Purchasing Entity will notify the Contractor as soon as possible and the Contractor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Purchasing Entity. Contractor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

5. 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 FAC123.

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

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10. Other entities when designated in writing by the State Purchasing Agent.

6. Commonwealth Modifications or Additions to Master Agreement

The following documents are incorporated into the resulting Participating Addendum as though fully set forth herein, and 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, including the Standard Contract Form Instructions and Contractor Certifications (**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 13):

- 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
 - **Attachment F.1:** Corporation (C or S), Partnership, Trust/Estate, Limited Liability Company
- Electronic Funds Transfer Sign Up Form (**Attachment G**)

6.1. Reporting Requirements

6.1.1. 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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6.1.2. 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 Category Manager.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under FAC123 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.

6.1.3. 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 Participating Addendum are subject to this fee. Eligible entities are defined in Section 5, 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.

6.1.3.1. 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

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purchased from the Statewide Contractor pursuant to this Participating Addendum. 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 Category 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.

6.1.3.2. 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.

6.1.4. Audit

During the term of this Participating Addendum and for a period of six years after the later of (i) the termination of this Participating Addendum, (ii) the date that the final payment is made in connection with this Participating Addendum, or (iii) such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Participating Addendum 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 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 Participating

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Addendum. 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.

6.1.5. 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 Participating Addendum.

All amounts payable by the Contractor to OSD under this Participating Addendum 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 expenses, court costs, and attorneys’ fees (including inside counsel) incurred in enforcing the terms and conditions of this Participating Addendum.

6.1.6. Ad hoc reports

The Commonwealth Category and Vendor Relationship 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.

6.1.7. 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 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

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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.

6.1.8. 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.

6.1.9. 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.

6.1.10. 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.

6.2. 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 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.

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6.2.1. 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)

6.2.2. 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. These may include but are not limited to the following examples: professional services (e.g., IT, legal, advertising, HR, accounting etc.), maintenance services (e.g., cleaning, landscaping, tradespersons services, etc.), office expenses (e.g., office supplies, furniture, IT supplies, etc.). Anything declared as a business expense in which a certified vendor is used would qualify.

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

6.2.3. 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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6.3. Environmental Requirements and Specifications

6.3.1. Environmental Requirements for Contractor

6.3.1.1. 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 Participating Addendum. The Contractor must label the environmental attributes of all environmentally preferable products (EPPs) consistent with the Environmental Specifications in Section 6.3.1.5 below, in any catalogs, marketing materials, price lists, and online ordering portal associated with this Participating Addendum. 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.

6.3.1.2. 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.

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

6.3.1.4. 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.

6.3.1.5. ENVIRONMENTAL SPECIFICATIONS

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- *Executive Order 515: Establishing an Environmental Purchasing Policy for Executive Departments.* View the Environmentally Preferable Products (EPPs) Procurement Program General Information, Requirements and Guidance for detailed information about the program at <https://www.mass.gov/doc/epp-general-information-requirements-and-guidance/download>.
- *Senate Bill 9: An Act Creating a Next Generation Roadmap for Massachusetts Climate Policy* aims to achieve Net Zero emissions by 2050, which furthers the Commonwealth’s efforts to combat climate change and protect vulnerable communities. The full Act may be viewed at <https://malegislature.gov/Bills/192/S9>.
- *Executive Order 594: Leading By Example: Decarbonizing and Minimizing Environmental Impacts of State Government* requires all eligible state agencies to assess and implement strategies to mitigate greenhouse gas emissions and other environmental impacts when planning for and undertaking projects related to the design, construction, operations, and maintenance of state facilities, and the procurement of goods and services, including vehicles. View *EO 594: Leading By Example* requirements at <https://www.mass.gov/executive-orders/no-594-leading-by-example-decarbonizing-and-minimizing-environmental-impacts-of-state-government>.
- Appliance Efficiency Standards: Pursuant to G.L. c. 25B. The Department of Energy Resources (DOER) has adopted regulations under 225 CMR 9.00, which can be accessed at <https://www.mass.gov/regulations/225-CMR-900-appliance-energy-efficiency-standards-testing-and-certification-program>, for testing the energy efficiency of certain appliances and lamps. Manufacturers must certify Covered Products to DOER in the Northeast Energy Efficiency Partnerships (NEEP State Appliance Standards Database which can be found at <https://neep.org/SASD>. Covered products that are not certified are prohibited under this contract. Products covered by this regulation may not be shipped for sale in Massachusetts unless they have been certified by the DOER.

Vendor agrees to adhere to the Environmental Specifications listed below. In addition, the Commonwealth of Massachusetts reserves the right to adopt additional environmental specifications designed to protect human health and the environment over the life of this contract.

Category #1: Janitorial Supplies and Equipment:

The Vendor must adhere to the Mandatory Specifications and Desirable Criteria for *FAC118: Environmentally Preferable Cleaning Products, Programs, Equipment and Supplies*, which can be found in the [FAC118 Master Contract Record in COMMBUYS](#). Categories include the following:

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- **Cleaning chemicals:** Cleaning and floor maintenance chemicals must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO. This product category includes, but is not limited to: general-purpose cleaners, floor cleaners, glass cleaners, degreasers, non-disinfecting restroom cleaners, carpet and upholstery cleaners, deodorizers, dish and laundry detergents, wood and metal polishes, floor polish and strippers, air conditioner coil cleaners, etc. It also includes onsite generators of cleaning chemicals such as aqueous ozone and hypochlorous acid. Hypochlorous acid generators must also maintain a pH of 4-6.5, and independent documentation of the pH of the solution initially and over time is required.
- **Hand sanitizers** must have at least one of the following certifications: Green Seal, UL ECOLOGO or Cradle to Cradle (Silver level or higher). This product category includes liquids, gels, and wipes. In addition, the product must contain at least 60% ethanol per the Centers for Disease Control (CDC) guidance, may not contain any active ingredients other than ethyl alcohol or isopropyl alcohol, and must not be on the US Food and Drug Administration’s (FDA’s) Hand Sanitizer Do-Not-Use List which may be viewed at: <https://www.fda.gov/drugs/drug-safety-and-availability/fda-updates-hand-sanitizers-consumers-should-not-use>. This list includes products that are dangerous because they are found or likely to be contaminated with methanol or 1-propanol or that are packaged in food or drink containers. Hand sanitizing wipes must also be labeled as non-flushable.
- **Hand soaps, body washes, and hair shampoos** must have at least one of the following certifications: Green Seal, US EPA Safer Choice, UL ECOLOGO.
- **Keyboard cleaners** must be EITHER mechanical or a chemical formulation that is free of chlorinated compounds and hydrofluorocarbons (HFCs). Air dusters containing HFC-134a: 1,1,1,2-Tetrafluoroethane or HFC-152a: 1,1-Difluoroethane, which are aerosol propellants that contain HFCs, are prohibited due to their high global warming potential.
- **Surface disinfectants and sanitizers** must be US EPA-registered and contain only the following active ingredients: Citric acid, Ethanol, Glycolic Acid, Hydrogen peroxide (including Accelerated Hydrogen Peroxide), Hypochlorous Acid (in ready-to-use formulations only) Isopropanol, L-Lactic acid, Sodium Chloride, Octanoic acid (Caprylic acid), Thymol or Dichloroisocyanurate (NaDCC). NaDCC must be food grade only and have a CAS # of 2893-78-9. In addition, NaDCC products must be able to maintain a pH from 4-6.5 and only to be sold in tab form. NOTE: NaDCC tabs should be used in the correct concentration and not be used in foggers or misters and may only be used in electrostatic sprayers if approved to do so by EPA.
- **Janitorial Paper Products** must EITHER have one of the following third-party certifications: Green Seal, UL ECOLOGO ; AND comply with the applicable US Environmental Protection Agency (EPA) Comprehensive Procurement Guideline (CPG), including:
 - Paper Towels and Industrial Wipers: 40% post-consumer recycled content (PCRC)

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- Toilet Tissue and Toilet Seat Covers: 20% PCRC
- Facial Tissue: 10% PCRC
- Paper Napkins: 30% PCRC

Vendors are strongly encouraged to offer janitorial paper products that are processed chlorine-free (PCF) and comply with the Forest Stewardship Council (FSC) criteria.

- **Waste, Recycling and Trash Supplies:** Organic waste bags must have (and be labeled with) at least one of the following compost ability certifications: Biodegradable Products Institute (BPI) or Vincotte OK Compost (Industrial or Home) or another compost ability certification. This includes bags that are made of bioplastic or paper lined with bioplastic. Bags must be labeled with the certification logo as well as “Compostable”. Paper bags must be unlined and EITHER:
 - Have at least 20% post-consumer recycled content (PCRC), which complies with the US Environmental Protection Agency’s (EPA’s) Comprehensive Procurement Guideline (CPG) for Paper Bags;
 - Have 100% total recycled content; or
 - Be certified by the Forest Stewardship Council (FSC).
- **Plastic trash** can liners must contain at least 10% post-consumer recycled content (PCRC) which complies with the US Environmental Protection Agency’s (EPA’s) Comprehensive Procurement Guideline (CPG) for Plastic Trash Bags. In addition, the product may not contain any intentionally added antimicrobial ingredients, chlorinated compounds such as vinyl (PVC), fragrances, or PFAS (e.g., polytetrafluoroethylene (PTFE) and may not be labeled “oxo-degradable” or “oxo-biodegradable”. For HDPE Clear Plastic Liners in the 7–13-gallon range, maximum thickness may not exceed 10 microns and no recycled content is required, but desired.

It is also desirable for the product to have at least one of the following third-party certifications:

- Green Seal (multi-attribute environmental certification)
 - UL ECOLOGO (multi-attribute environmental certification)
 - Scientific Certification Systems (SCS) (recycled-content certification)
 - OR another environmental certification approved by the Commonwealth of Massachusetts over the life of the contract.
- **Waste receptacles and recycling containers** must comply with the applicable US EPA Comprehensive Procurement Guidelines (CPGs) for Office Recycling Containers and Waste Receptacles for this category, which means it contains at least:
 - 20% post-consumer recycled-content plastic;
 - 25% post-consumer recycled content corrugated cardboard; or
 - 100% steel;
 - OR contain at least 50% total recycled content (plastic or corrugated cardboard);

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- OR contain corrugated cardboard or wood that is certified by the Forest Stewardship Council (FSC).
- And the product must be free of vinyl (PVC) and fiberglass.
- **Janitorial Supplies**
 - Cleaning cloths must be reusable and made of EITHER microfiber, reused material or recycled-content fabric with at least 10% post-consumer recycled content. In addition, they may not contain antimicrobial ingredients, fragrances, cleaning chemicals, or other chemical treatments.
 - Floor pads used with powered janitorial equipment must EITHER contain at least 30% post-consumer recycled content (PCRC) OR be certified by Green Seal.
 - Gloves (including disposable and reusable products) must be free of PVC (vinyl) and latex. Gloves that are labeled compostable must be certified by the Biodegradable Products Institute (BPI), Vincotte OK Compost (Industrial or Home).
- **Entryway, anti-fatigue and safety floor mats** must be PVC-free AND:
 - Contain at least 30% post-consumer or 50% total recycled content (e.g., rubber or PET); OR
 - Be 100% biobased (e.g., coir)
- **Mops, mop heads and dusters** must be reusable and EITHER contain microfiber or be certified by Green Seal. In addition, the product may not contain vinyl (PVC), antimicrobial ingredients, fragrances, PFAS or cleaning chemicals (e.g., dust mop treatments).
- **Sorbents and other dust-control products**, including but not limited to loose and granular formulations as well as pads, socks, and booms, must meet one of the following criteria:
 - Contain at least 89% total recycled content (which complies with the US EPA’s Comprehensive Procurement Guideline (CPG) for this product category);
 - Contain at least 30% post-consumer recycled content; OR
 - Have one of the following third-party certifications: Cradle to Cradle (Silver or higher), Green Seal, UL ECOLOGO, US EPA’s Safer Choice or USDA Certified Biobased.

In addition, sorbents and other dust-control products may not contain any chemicals on the CA Prop 65 List, which are known to the State of California to cause cancer, birth defects or other reproductive harm (such as crystalline silica).
- **Sponges and scrubbers** must be made of 100% cellulose and/or other plant-based fiber AND at least 20% post-consumer recycled material.
- **Powered Janitorial Equipment**
 - Vacuum cleaners, carpet extractors, and deep cleaning equipment must be certified by the Carpet and Rug Institute (CRI) under its Seal of Approval Program.

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- Powered floor maintenance equipment (e.g., burnishers and polishers) must be electric-powered AND are equipped with controls or other devices for capturing and collecting particulates AND operate at a sound level less than 70 dBA.
- **Hand dryers** must meet all of the following criteria:
 - UL or ETL listed
 - RoHS-compliant
 - Energy consumption does not exceed 1500 watts
 - Operate at a sound level of less than 80 dBA (decibels)

In addition, the vendor must offer – and clearly label – at least one hand dryer product that is ADA-compliant.

Category #2: Plumbing Equipment

- **Bathroom sink faucets and showerheads** must be WaterSense-certified.
- **Toilets and urinals** must be EITHER WaterSense-certified or waterless.
- **Water bottle refill stations** must be UL listed, certified to NSF/ANSI Standard 61-G & 372
- **Water coolers, ice machines, and pool pumps** must be ENERGY STAR-certified and complies with NSF/ANSI 42 and 53 standards
- **Water filters** (e.g., carbon filtration and reverse osmosis systems) must meet applicable NSF standards.
- **Solar hot water systems:** solar thermal collectors should target certification per the current OG-100 standard by an accredited testing laboratory, such as the Solar Rating and Certification Corporation (SRCC -- <http://www.solar-rating.org/>) or the International Association of Plumbing and Mechanical Officials (IAPMO -- http://pld.iapmo.org/solar/rated_listings.aspx).

Category #3: Power Sources

- **Batteries** (AAA, AA, C, D and 9V only): The vendor must offer batteries in these sizes that are rechargeable and use nickel-metal hydride chemistry.
- **Battery chargers** must be UL Listed and RoHS-compliant. The vendor must offer battery chargers that are compatible with nickel-metal hydride rechargeable batteries.
- **Electricity generators** must be battery-powered and the battery may not contain lead, cadmium or mercury, which are persistent and bio-accumulative toxins (PBTs).
- **Flashlights, lanterns or headlamps** must use LEDs as the light source OR have a built-in rechargeable battery. The battery may not contain lead, cadmium, or mercury, which are persistent and bio-accumulative toxins (PBTs).
- **Motors** must be variable speed or labeled NEMA Premium Efficiency.
- **Solar powered-generating equipment** must be RoHS-compliant and EITHER UL or ETL listed. The vendor is encouraged to offer EPEAT-registered photovoltaic modules and inverters.

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Category #4: Landscaping and Other Outdoor Products

- **Compost, mulch, and soil amendment** products must be certified by the Organic Materials Research Institute (OMRI).
- **Deicers and snowmelt products** for facilities maintenance must be certified by either Safer Choice or Green Seal, OR be on the Clear Roads Qualified Products List, which can be found at <https://clearroads.org/qualified-product-list/>. All products that contain sodium chloride must have a corrosion inhibitor. These products are not intended for use on roads and include products in bags only up to 50 pounds as well as liquids only up to 55 gallons.
- **Fertilizers and pesticides** must EITHER be certified by the Organic Materials Research Institute (OMRI) or be a mechanical pest management product such as a bait or trap. A list of OMRI-certified products can be found at <https://www.omri.org/us-list>.
- **Garden hoses** must be free of vinyl (PVC).
- **Irrigation equipment, including spray sprinkling bodies and irrigation controllers**, must be WaterSense-certified.
- **Powered landscaping equipment** (e.g., chain saws; edgers; lawn mowers; leaf blowers, shredders, and vacuums; mulchers; trimmers; woodchippers; and snow blowers) must emit zero emissions, which means the product is powered by a battery or an electrical cord.

Category #5: Lighting Equipment

- **Lamps, luminaires and retrofit kits** must be RoHS-compliant and use LEDs or organic LED (OLED) as their only light source. In addition, the product must have at least one of the following lighting efficiency certifications: Design Lights Consortium (Standard, Premium or Luna), ENERGY STAR, and desirable to meet International Dark Sky Association requirements. ***Fluorescent, incandescent, halogen, and high-intensity discharge (HID) lighting equipment are prohibited on this contract.***
- **LED Electronic Drivers:** All LED electronic drivers must be UL- or cUL- listed, have a minimum warranty of 5 years and be RoHS -compliant.
- **Light-emitting diode (LED) exit signs, replacement lamps and retrofit kits:** Must offer clear, green, and red LED exit signs as well as LED exit sign lamps and retrofit kits and products must have a minimum of 3-year warranty.

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- **Networked Lighting Control Systems:** Networked lighting control systems must meet the DLC Networked Lighting Control System Technical Requirements and be listed on the DLC’s Qualified Product List.
- **Specialty Bulbs/Other (e.g., non-architectural):** The Commonwealth encourages all lighting to be the most energy efficient option. If specialty bulbs need to be replaced only, and a buyer is not replacing the fixture, the buyer must request replacement bulbs that are ENERGY STAR certified.
- **Lamp Recycling-Mercury Containing Lamps:** All Vendors are required to provide lamp recycling options in compliance with the Massachusetts Mercury Management Act of 2006 and the subsequent regulations promulgated as a result of the law (<https://www.mass.gov/guides/massdep-mercury-information#-mercury-management-act->). The Massachusetts Department of Environmental Protection provides resources related to mercury containment and disposal (<https://www.mass.gov/guides/massdep-mercury-information>).

Category #6: Paint and Related Supplies

- **Interior latex wall and ceiling paints and primers** must have at least one of the following multi-attribute low-toxicity certifications:
 - Cradle to Cradle Certified or Material Health Certificate: at the Gold level or higher;
 - Green Seal;
 - Greenwise Gold; or
 - Master Painters Institute (MPI) Extreme Green.

PFAS-free products are preferred. The vendor must identify on their price list or ordering catalog any product that contains PFAS.
- **Specialty paints, primers and coatings** must comply with the applicable South Coast Air Quality Management District (SCAQMD) limit on volatile organic compounds (VOCs); OR have a VOC content that does not exceed 100 grams/liter; OR have at least one of the following environmental and/or health third-party certifications:
 - Multi-attribute green certifications (preferred): Cradle to Cradle Certified or Material Health Certificate Silver level or higher, Green Seal, MPI Green Performance Standard (Extreme Green, GPS-2 or GPS-1), or Safer Choice (covers spray paint only)
 - OR single-attribute green certifications: SCS Indoor Advantage Gold (low emitting), UL GREENGUARD Gold (low emitting), or USDA Certified Biobased.

PFAS-free products are preferred. The vendor must identify on their price list or ordering catalog any product that contains PFAS.

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- **Paint thinners and removers** must not contain any chemicals on the CA Prop 65 List, which are known to the State of California to cause cancer, birth defects or other reproductive harm (such as methylene chloride or n-methyl pyrrolidone).

Category #7: Heating, Ventilation and Air Conditioning (HVAC) Equipment and Appliances

All residential and commercial-scale HVAC equipment and appliances, as applicable under this category, shall carry the U.S. EPA’s ENERGY STAR certification or meet the Massachusetts Appliance Efficiency Standards as listed above. A list of ENERGY STAR-certified products can be accessed at <https://www.energystar.gov/productfinder/> and those meeting the Appliance Efficiency Standards at <https://neep.org/SASD>. In addition, it is encouraged that vendors also offer products on the ENERGY STAR Most Efficient List: https://www.energystar.gov/products/most_efficient.

- **Air and Ground Source Heat Pumps:** Heat Pumps should be ENERGY STAR certified and meet the Alternative Energy Portfolio Standard criteria when possible. It is preferred that air-source heat pumps should also meet the ENERGY STAR Cold Climate Certification standard or the Northeast Energy Efficiency Partnership Cold Climate Air Source Heat Pump minimum specifications.
- **Refrigerants** with a “lower impact on global warming” are preferred and equipment should use refrigerants containing low GWP substitutes approved under United States Environmental Protection Agency’s Significant New Alternative Policy (SNAP) program and permissible under state regulations, including 310 CMR 7.76 Prohibitions on Use of Certain Hydrofluorocarbons. Qualifying products for most categories (e.g, refrigerators, freezers, stand-alone retail food refrigeration equipment, room/window AC units, lab-grade refrigerators, and freezers) may be found through the ENERGY STAR Product Finder or at ClimateFriendlyCooling.com. SNAP’s acceptable refrigerants by end-use can be found at <https://www.epa.gov/snap/snap-substitutes-sector> in addition to substitutions which may be filtered by Retrofit or New, and sorted by GWP.
- **Space Heaters:** It is preferred to provide electric infrared over any gas/propane equipment.
- **Thermostats** must be digital and EITHER programmable or ENERGY STAR-certified.

6.4. 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 Statewide Contract via COMMBUYS.

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

6.4.1. 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.

6.5. Commonwealth Modifications to Master Agreement

The Master Agreement is modified as follows:

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6.5.1. **Bill Payments; Late Payments.** Notwithstanding anything to the contrary set forth in the Master Agreement, including, without limitation, Section 6.2 thereof, (i) 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, and (ii) any late payment fees for payments made after the applicable due date for amounts payable by any Eligible Entity to the Contractor under FAC123 may be assessed only as authorized by the Office of the Comptroller of the Commonwealth of Massachusetts.

6.5.2. **Indemnification.** Section XII of the Master Agreement shall not apply with respect to this Participating Addendum or any orders issued under FAC123, and the terms and conditions set forth in the Commonwealth Terms and Conditions, including, without limitation, Section 11 (Indemnification), shall apply in its place.

6.5.3. **Force Majeure.** Section 14.7 of the Master Agreement shall not apply to this Participating Addendum or any orders issued under FAC123 for force majeure purposes, and the terms and conditions set forth in Section 4 (Contract Termination or Suspension) of the Commonwealth Terms and Conditions with respect to force majeure shall apply in its place.

7. Performance and Payment Timeframes

All term leases, rentals, maintenance or other agreements for services entered into during the duration of this Statewide Contract and whose performance and payment time frames extend beyond the duration of this Statewide Contract shall remain in effect for performance and payment purposes (limited to the time frame and services established per each written agreement), provided, however, that no written agreement shall extend for more than one hundred and twenty (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 Statewide Contract has expired. Any Contractor entering new engagements with Eligible Entities after Statewide Contract expiration will be subject to remedial measures, which may include, but are not limited to, mandatory point deduction for future bid submissions and suspension of other contracts with OSD.

8. Primary Contacts

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

Lead State

Name	Daniel Salvato- Commonwealth Of Kentucky
Address	200 Mero Street, 5th Floor Frankfort, KY 40622
Telephone	(502) 564-5862
Fax	
E-mail	daniel.salvato@ky.gov

Cooperative Contract Manager

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Name	Tia Snyder
Address	
Telephone	
Fax	
E-mail	tsnyder@naspo.org

Contractor – Local Government Account Manager

Name	Paul Medeiros
Address	525 Harbour Place Drive, Davidson, NC 28036
Telephone	978- 594-7214
Fax	
E-mail	Paul.Medeiros@mscdirect.com

Participating Entity

Name	Raydi Soto, Category Manager, TRD-MRO
Address	Operational Services Division, One Ashburton Place, Room 1608 Boston, MA
Telephone	617-792-0974
Fax	617-720-4527
E-mail	Raydi.J.Soto@mass.gov

9. Purchase Order Instructions

All orders should contain the following: (1) Mandatory Language “PO is subject to Massachusetts Statewide Contract FAC123 and *Facilities MRO and Industrial Supplies (NASPO)* Master Agreement number *MA 758 2500000411*; (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.Master Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this Participating Addendum shall include the Massachusetts Statewide Contract number: FAC123 and the *Facilities MRO and Industrial Supplies (NASPO)* Master Agreement number: *MA 758 2500000411*

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

PARTICIPATING ADDENDUM

by and between *Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.* (hereinafter “Contractor” or “Statewide Contractor” or “Vendor”) and the Operational Services Division (“Participating Entity” or “OSD”) of the Commonwealth of Massachusetts (hereinafter “Participating State”) for Statewide Contract FAC123, based upon that certain Master Agreement, No: MA 758 2500000411, by and between the Commonwealth of Kentucky and Contractor, administered by NASPO ValuePoint, for Facilities MRO and Industrial Supplies (the “Master Agreement”)

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 Category and Vendor Relationship 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 Category and Vendor Relationship 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

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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 State agency and political subdivision, 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 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 Purchasing Entity individually.

This Participating Addendum and the Master Agreement 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 6 hereof.

[signatures on following page]

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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  David Haugh (Jan 28, 2025 09:40 EST)	Authorizing Signature for the Commonwealth Signature and Date Must Be Captured at Time of Signature  Anna Shpigel (Jan 28, 2025 10:11 EST)
Date: Jan 28, 2025	Date: Jan 28, 2025
Print Name: David Haugh	Print Name: Anna Shpigel
Print Title: VP, Public Sector	Print Title: Deputy Assistant Secretary