

**MASTER AGREEMENT # 8499
FORM PARTICIPATING ADDENDUM**

**NASPO ValuePoint
PARTICIPATING ADDENDUM**



Facilities Maintenance and Repair & Operations
(MRO) and Industrial Supplies
Lead by the State of Oregon

Master Agreement #: 8499

Contractor: **Sid Tool Co. dba MSC Industrial Supply Co. Inc. (Contractor)**

Participating Entity: **State of Iowa**

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Maintenance and Facilities Repair & Operations and Industrial Supplies led by the State of Oregon for use by state agencies and other entities located in the Participating State of Iowa authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This Participating Addendum covers the participation of the Participating Entity in the above-referenced Master Agreement between the State of Oregon and Contractor for Maintenance and Facilities Repair & Operations and Industrial Supplies Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by State of Iowa statutes to use State contracts are subject to the prior approval of the respective State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. (Exception: State of Iowa executive branch agencies must purchase according to applicable system standards and seek approval from the State of Iowa - Office of the Chief Information Officer when required as directed by Iowa Administrative Code before purchasing from this contract.)

3. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Elizabeth Flores
Address	75 Maxess Road, Melville, NY 11747
Telephone	800-645-7270
E-mail	naspo@mscdirect.com

State of Iowa

Name	Julie Janssen
Address	1305 E. Walnut St. Level 3, Des Moines, IA 50319
Telephone	515 -240-2698
E-mail	julie.janssen@iowa.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this Participating Addendum.

4. **Participating Entity Modifications or Additions to the Master Agreement:**

These modifications or additions apply only to actions and relationships within the Participating Entity. Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

5. This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions: Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

Order of Precedence:

1. The State of Iowa Participating Addendum ("PA");
2. The Lead Agency's Master Agreement (includes negotiated Terms & Conditions)
3. The Lead Agency's Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract

Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

6. **Pricing:** The Contractor's stated prices on the NASPO ValuePoint website shall be discounted using the discounts and price lists approved and agreed to with the Contractor's discounts and price lists approved and agreed to with NASPO ValuePoint Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons. Minimum discounts listed in the price list must be held firm for the duration of the Contract's term. (The participating State of Iowa will be giving the immediate benefit of any nationwide published commercial price list decrease). The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.
7. **Administrative Fee:** Without affecting the approved Product or Service prices or discounts specified in the Contract and this Participating Addendum, the State of Iowa shall be entitled to receive one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by the Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa – DAS/Central Procurement
Attention: DAS – CSE COO
1305 E. Walnut St.
Des Moines, IA 50319
8. **Quarterly Reporting:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser. The Contractor agrees to provide additional reports if requested to the State in a format and frequency as mutually agreed by both parties.
9. **Payment Terms:** Payment Terms shall be Net 60 days. Per Iowa Code § 8A.514 the State of Iowa is allowed sixty (60) days to pay an invoice submitted by a Contractor. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
10. **Invoicing:** For the duration of the contract, all product pricing shown on invoices submitted to the State shall:
 - Not fall short of the discounts quoted on the Pricing List.
 - Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Agency has ordered expedited

shipment. For expedited shipment, Agency would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

- Be verifiable against the manufacturer's then-current retail price list.

11. **Compliance with the Law; Nondiscrimination in Employment**

The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers.


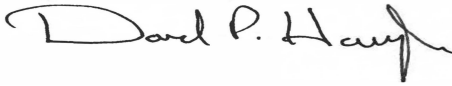
Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract. In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section. Notwithstanding anything in this Contract to the contrary, the Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

12. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
13. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order. There must be no minimum order quantities or total order amount required from the ordering entity by the Contractor.

14. **Term:** This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

15. **Non-Exclusivity:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the State and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.

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

Participating Entity: State of Iowa – Department of Administrative Services - CSE	Contractor: Sid Tool Co. dba MSC Industrial Supply Co. Inc.
Signature: 	Signature: 
Name: Julie Janssen	Name: David Haugh
Title: Purchasing Agent 3	Title: VP, Government Sales
Date: 04/26/2022	Date: 4/22/2022

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Shirley Smith
Telephone:	971-718-7428
Email:	shirley.smith@das.oregon.gov

Please email fully executed PDF copy of this document to:
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.