

**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 Maine, Master Agreement # 18P 180626-155**

The following Goods or services are included in this Addendum:

All Goods and accessories listed on the Contractor page of the NASPO ValuePoint website not covered by current State of Maine Master Agreements or Contracts.

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 Maine authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name: MSC Industrial Supply Co.

Contractor Local Contact: Mike O'Connor,

NE State & Education Contract Manager

Address: 60 Gray Road, Unit 20, Falmouth, Maine 04056

Telephone: 781-272-4884 Cell: 781-608-1649

Email: OconnorM@mscdirect.com

Participating Entity

Name: State of Maine

State Contact: William Allen, Procurement Analysts II

Address: 9 State House Station, Augusta, Maine 04333-0009

Telephone: 207-624-7871

Fax: 207-287-6578

Email: wje.allen@maine.gov

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.

Administrative Fee Rebate: MSC Industrial Supply Co. will provide a 1% Base Administrative Fee on ALL purchases made from this agreement. The Fee shall be paid quarterly, forty-five (45) days after the close of the quarter, on all purchases under the Price Agreement, less any freight, taxes, returns, credits or adjustments.

Ordering Procedures: Orders over \$5,000.00 placed by State of Maine departments and agencies require additional Division of Procurement Service approvals prior to purchase. Orders placed without receiving prior approval may be rejected and the items would be required to be returned. For orders over \$5,000.00, departments and agencies must attempt to secure quotes from at least two other NASPO vendors holding Master Agreements for Facilities Maintenance and Repair & Operations (MRO) and Industrial Supplies with The State of Maine. The Participating Entity Contact may require purchases exceeding \$10,000.00 go through the State of Maine competitive bid process.

State of Maine Participating Addendum Additional Terms

i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.

Such action shall include, but not be limited to, the following: employment,

upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.

C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.

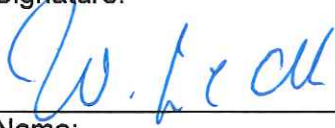

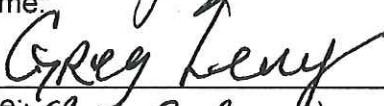
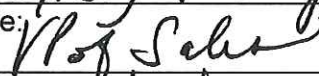
D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.

E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.

- ii. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
 - iii. **STATE HELD HARMLESS.** The contractor shall release, protect, indemnify and hold NASPO Value Point and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.
 - iv. **NON-APPROPRIATION.** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
5. Lease Agreements: Lease Agreements are not authorized by this contract.
 6. Subcontractors: No servicing subcontractors are permitted under this contract.

7. **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.

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

Participating Entity: State of Maine	Contractor: MSC Industrial Supply Co.
Signature: 	Signature: 
Name: William Allen	Name: 
Title: Procurement Analyst II	Title: 
Date: 9/17/18	Date: 9/13/18

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator: Shannon Berry
 Telephone: 775-720-3404
 Email: sberry@naspovaluepoint.org

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