

PARTICIPATING ADDENDUM
NASPO ValuePoint, Lead State Iowa
Tires, Tubes and Services

MASTER PRICE AGREEMENT, RFP1118005083, Administered by Iowa, between
Bridgestone Americas Tire Operations, LLC (hereinafter Bridgestone or "Contractor")
and the Commonwealth of Massachusetts (hereinafter "Participating State") for
Statewide Contract VEH109

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1. Scope

This addendum by and between the Commonwealth of Massachusetts Operational Services Division and Bridgestone is based upon the NASPO ValuePoint Tires, Tubes and Services Master Price Agreement with Bridgestone. This addendum hereby establishes Massachusetts Statewide Contract VEH109 for Tires, Tubes and Services.

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 and specialty tires/tubes for participating entities. Tire related services such as mounting, rotating, stem repair, flat repair, wheel balancing and alignment are included in the Contract.

2. Contract Pricing

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

3. Participation

The following are the Commonwealth entities ("Eligible Entities") that are designated by the State Purchasing Agent as eligible to use this Addendum known as Statewide Contract VEH109:

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.

4. 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;

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- 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 original ink-signature versions of the following forms:

- The Commonwealth of Massachusetts Terms and Conditions (**Attachment A**)
- The Commonwealth of Massachusetts Standard Contract Form (**Attachment B**)
- The Commonwealth of Massachusetts Substitute W-9 (**Attachment C**)
- Prompt Payment Discount Form (**Attachment D**)
- Supplier Diversity Plan Forms (**Attachments E & F**)
- Contractor Authorized Signatory Listing (**Attachment G**)
- Electronic Funds Transfer Sign Up Form (**Attachment H**)
- Memorandum of Understanding for OSD Logos (**Attachment I**)

4.1. Statewide Contract Administration Fee and Quarterly Report

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

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

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when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract see Section 1 of this RFR.

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.

4.1.1. Quarterly Administration Fee Payment

For each Payment Period, Contractor shall pay to OSD a fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a Contractor will be considered in breach of contract:

| Quarter | Payment Period | Quarterly Payment Due Date |
|----------------|-----------------------------|----------------------------|
| First Quarter | January 1st – March 31st | May 15th |
| Second Quarter | April 1st – June 30th | August 15th |
| Third Quarter | July 1st – September 30th | November 15th |
| Fourth Quarter | October 1st – December 31st | February 15th |

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

Payments are to be made through a web-based secure payment center, which can be accessed through a link provided to Statewide Contractors by OSD. All Administration Fee payments are to be made directly through the secure payment center. The secure payment center allows payments to 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 vendor makes a written request for an exception and demonstrates, to the satisfaction of OSD's contract manager, that compliance poses a hardship.

Please note that there is no charge to vendors to use ACH as OSD covers the nominal fee charged by the secure payment center for using the ACH payment method. OSD will NOT cover the convenience fee for selecting to pay by credit card. This is a fee the contractor is responsible for paying and is non-refundable; the fee is over and above the 1% Administration Fee and it is currently calculated at 2.35% of the 1% Administration Fee to be paid. The

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convenience fee is established by Statewide Contract PRF59A and therefore 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, the Statewide Contractor will receive an e-mail communication from OSD that includes all required information the Statewide Contractor must use to submit payments via the secure payment center. 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.

4.1.2. Audit

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

4.1.3. Other Terms

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

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

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for all expenses, court costs, and attorneys' fees (including inside counsel)
incurred in enforcing the terms and conditions of this Agreement.

4.2. Contractor Sales Activity Report

The Contractor must provide to the Commonwealth Statewide Contract Manager quarterly reports of all product and service purchases made under the Contract. The Contractor must provide the Commonwealth Statewide Contract Manager with information on purchases of environmentally preferable products made by Commonwealth Eligible Entities upon request. The reporting requirements outlined herein can be, if required by the Commonwealth Statewide Contract Manager, modified to facilitate the Commonwealth's needs.

Failure to meet the reporting requirements established herein may result in contract suspension or termination.

OSD has developed a centralized process for collecting sales and SDP 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. Reporting also assists with the development of new contracts and/or new categories of services under existing contracts.

Completion and submission of the Quarterly Sales and SDP Report is a requirement for all awarded Vendors under this contract each quarter. An Awarded Vendor must submit a Quarterly Sales and SDP Report each quarter regardless of whether or not they have had sales during a quarter.

Vendors are required to submit reports through the Commonwealth's Vendor Report Management 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, and the line total purchase amount. 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.

At a minimum, the following information must be included in the reports, and identified for each category awarded: the Purchasing Entity Name, Invoice Number and/or Invoice Date, Product/Service Description of each item purchased, Unit of Measure, Unit Price, Quantity, and Total Purchase Amount.

The Contractor Sales Activity Report schedule and due dates are as follows:

| Quarter | Payment Period | Quarterly Payment Due Date |
|---------|----------------|----------------------------|
|---------|----------------|----------------------------|

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|----------------|-----------------------------|---------------|
| First Quarter | July 1st – September 30th | November 15th |
| Second Quarter | October 1st – December 31st | February 15th |
| Third Quarter | January 1st – March 31st | May 15th |
| Fourth Quarter | April 1st – June 30th | August 15th |

Reporting will be submitted on a quarterly basis by using the Vendor Sales/SDP Report template specific to this contract.

4.3. Supplier Diversity Program Plan Forms and Instructions (Attachments E & F)

Massachusetts Executive Order 524 established the Supplier Diversity Program within the Supplier Diversity Office of the Operational Services Division in order to promote the award of State Contracts in a manner that develops and strengthens certified Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), Minority and Women Nonprofit Organizations (M/WNPOs), Veteran Business Enterprises (VBEs), Service-Disabled Veteran-Owned Business Enterprises (SDVOBEs), Disability-Owned Business Enterprises (DOBEs), and Lesbian, Gay, Bisexual and Transgender Business Enterprises (LGBTBEs). Contractor's completed Attachment E for SDP Form 1 (SDP Plan Commitment) and SDP Form 2 (Declaration of SDP Partners) are incorporated into their contract with the Commonwealth of Massachusetts. Reporting will be submitted on a quarterly basis through the Commonwealth's Vendor Report Management System.

4.4. COMMBUYS Market Center

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

Vendors are solely responsible for obtaining all information distributed for this Contract via COMMBUYS.

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

4.4.1. 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

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entity to utilize COMMBUYS for the purposes of conduction 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. Primary Contacts

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

Lead State

| | |
|-----------|---|
| Name | NASPO ValuePoint, Lead State Iowa, Nancy Wheelock |
| Address | 1305 E. Walnut Street, Hoover Building, Floor 3, Des Moines, IA 50319 |
| Telephone | 515-725-2268 |
| Fax | n/a |
| E-mail | nancy.wheelock@iowa.gov |

Contract – Contract Terms and Conditions

| | |
|------|--|
| Name | Bridgestone Americas Tire Operations, LLC, Gregg Trosper |
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| Address | 200 4 th Avenue South, Nashville, TN 37201 |
| Telephone | 615-937-3794 |
| Fax | n/a |
| E-mail | Trospergregg@bfusa.com |

Contractor – Local Government Account Manager

| | |
|-----------|--|
| Name | |
| Address | |
| Telephone | |
| Fax | |
| E-mail | |

Participating Entity

| | |
|-----------|--|
| Name | Katherine Morse, Strategic Sourcing Services Lead (SSSL) |
| Address | Operational Services Division, One Ashburton Place, 10 th floor, Boston, MA |
| Telephone | 617-720-3153 |
| Fax | 617-720-4527 |
| E-mail | Katherine.morse@mass.gov |

6. Purchase Order Instructions

All orders should contain the following (1) Mandatory Language "PO is subject to Massachusetts Statewide Contract VEH109 and NASPO ValuePoint Contract # RFP1118005083 (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount.

Purchase Orders and payments by the Participating State and its agencies will be invoiced by, and all payments shall be directed to, Bridgestone. Purchases by local governmental agencies shall be invoiced by, and all payments shall be directed to, the delivering dealer.

7. Price Agreement Number

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Massachusetts Statewide Contract number: VEH109 and the NASPO ValuePoint price agreement number: RFP1118005083.

8. 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

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- Attachment D – Commonwealth of Massachusetts Prompt Payment Discount Form
- Attachment E & F – Commonwealth of Massachusetts Supplier Diversity Program Forms
- Attachment G – Contractor Authorized Signatory Form
- Attachment H – Authorization for Electronic Funds Transfer
- Attachment I – Memorandum of Understanding for OSD Logos

9. Individual Customer

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

This Participating Addendum and the NASPO ValuePoint Master Price Agreement Contract # [RFP1118005083] (administered by RFP1118005083) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

10. Dealers

The parties acknowledge that products shall be delivered, and services shall be provided, by Contractor's network of authorized dealers. Contractor's network of authorized dealers is comprised of company owned stores and independent dealers. Contractor is not 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, dealers shall be

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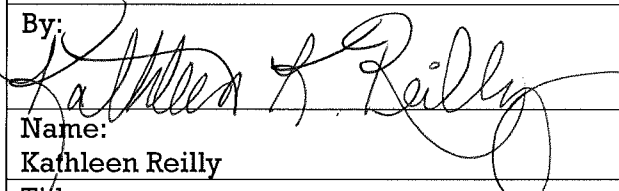
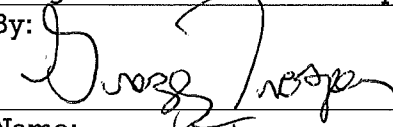
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required to sign a Dealer Agreement (Attachment J) and the Commonwealth Terms and Conditions, referencing the Master Agreement and this Participating Addendum. Regardless of the conflicts provisions in Section 4 of this Participating Addendum, this Section 10 shall govern to the extent that Section 11 of the Terms and Conditions conflicts with this Section 10.

If the Contract Manager is notified multiple times that an authorized dealer is providing poor service, one or more of the following actions will be taken on the contractor's status as statewide contractor;

- Suspension from Authorized Dealer List
- Termination from Authorized Dealer List

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

| | |
|---|--|
| Participating State: Commonwealth of Massachusetts | Contractor: Bridgestone Americas Tire Operations, LLC |
| By:  | By:  |
| Name: Kathleen Reilly | Name: GREGG TROSPER |
| Title: Deputy Assistant Secretary, OSD | Title: MGR GOV + MILITARY SALES |
| Date: 3/21/19 | Date: 3/5/19 |

