DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

April 22, 2024

Mr. Jeffrey Gaskill
Snap-on Industrial
2801 80th Street
Kenosha, WI 53143

Dear Mr. Gaskill,

The following documents are enclosed for you to complete and return:

Participating Addendum 000000000244406 [Contract No. 244406] for Professional Grade Tools and Diagnostic Equipment through NASPO ValuePoint Contract No. OK-SW-818-900 for Professional Grade Tools and Diagnostic Equipment.

- Minnesota Exhibit A and B, showing the Minnesota General Terms, Conditions, and Specifications, which includes the following:
    - Workforce Certificate of Compliance
    - Equal Pay Certificate of Compliance
    - Sample quote and invoice
    - Service and Delivery Form

Please review and sign electronically **VIA DocuSign**, to my attention **Cassandra Jensen** cassandra.m.jensen@state.mn.us as soon as possible**.**

Instructions for properly completing the Contract documents are enclosed. Documents that are not properly executed will be returned to you. Failure to submit executed forms in the time required may result in cancellation of the award. Upon receipt of the properly executed forms, and after signatures are obtained from the appropriate State authorities, a copy of the completed Contract documents will be sent to your company.

If you have any questions, please contact me.

Sincerely,

Cassandra Jensen

Cassandra Jensen
Acquisition Management Specialist

Enclosure

INSTRUCTIONS

Return the signed sets of documents to the OSP office.

REQUIRED SIGNATURES:

- The documents must be signed by an **officer** of your company, e.g., president, vice president, assistant vice president, corporate secretary, assistant corporate secretary, treasurer, or assistant treasurer.
- If your company is a corporation, the signature of one corporate officer is binding. If your company is a partnership, the signature of one partner is binding.

  If someone other than the corporate officers listed above signs the document (e.g., manager, sales manager, executive assistant, etc.), evidence of his or her authority to do so must accompany the document. The evidence can be either:

  → A corporate power of attorney, or

  → A **certified copy** of a board resolution authorizing the alternate signature with a letter attached and signed by a corporate officer stating the resolution is in force and effective.

PARTICIPATING ADDENDUM

NASPO ValuePoint

For Professional Grade Tools and Diagnostic Equipment

Between the State of Minnesota and Snap-on Industrial, a Division of IDSC Holdings LLC

NASPO ValuePoint Contract No. OK-MA-818-900

State of Minnesota Contract No. 244406

1. **Scope:** Minnesota and Cooperative Purchasing Venture Program members, as defined in the attached Minnesota Exhibit A, may purchase the products and/or services available in the Participating Addendum. The Participating Addendum is not a purchase order, nor does it guarantee any purchases will be made. The products and services included in this PA are identified as:

   A. Professional Grade Tools – used here as a term to distinguish from general use or consumer grade products. It is intended to communicate a more durable product with the expectation that it will work both better and longer in an environment where it is used more regularly. Built for extended heavy and repeated use, more rugged and tends to not malfunction as quickly. Also associated with better features and options which result in a high-end result. Excellent and extended warranties for product repairs are usually in place versus throw away and replace options.

   B. Diagnostic Equipment – used for discovering what is wrong with things that do not work properly. Non-medical equipment. Can include automotive, electrical, plumbing, and other specialized areas which require unique diagnostic analysis for evaluation and repair.

2. **Changes:** The additional terms and conditions contained in Minnesota Exhibit A, which is attached and made part of the Participating Addendum, are hereby incorporated by reference. In the event of a conflict between the terms contained within Minnesota Exhibit A and the NASPO ValuePoint Master Agreement, Minnesota Exhibit A shall prevail. The parties agree that this provision of the Participating Addendum supersedes the Standard Contract Terms and Conditions set forth in the NASPO ValuePoint Master Agreement. In the event that any provision of the Participating Addendum or NASPO ValuePoint Master Price Agreement is contrary to Minnesota law, such provision shall be null and void. The Participating Addendum shall be governed by Minnesota law.

   No price adjustments are allowed unless approved by the Lead State for the NASPO ValuePoint Master Agreement and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. **State's Authorized Representative and Primary Contact:** The State's Authorized Representative and the primary contact individual for the Participating Addendum is identified below. All notifications to the State shall be in writing and addressed as follows:

Name:	Cassandra Jensen or successor
Title:	Acquisition Management Specialist
Address:	Minnesota Department of Administration Office of State Procurement 50 Sherburne Ave., 112 Administration Bldg. St. Paul, MN 55155
Telephone:	651.201.2450
E-mail:	cassandra.m.jensen@state.mn.us

4. **Subcontractors:** Not Applicable

5. **Prices:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the NASPO ValuPoint Master Agreement. No price Adjustments are allowed unless approved by the lead State for the NASPO Master Price Agreement and the State of Minnesota through a fully executed Participating Addendum

amendment.

6. **Authorized Signature**: The Participating Addendum must be fully and properly executed by an officer or other authorized representative of the responder. If the responder is a corporation, a secretarial certificate or the corporate minutes showing that the signing officer has authority to contractually obligate the corporation should be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished. If the responder is a partnership, a letter of authorization should be furnished signed by one of the general partners. A sole proprietor must sign the response. Proof of authority of the person signing the response must be furnished upon request.

The following documents, in order of precedence, are incorporated herein by reference and constitutes the entire Contract between the Contract Vendor and the State:

a. The Minnesota Participating Addendum
b. The NASPO ValuePoint Master Agreement
c. Response to the NASPO ValuePoint Solicitation
d. The NASPO ValuePoint Solicitation

In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Participating Addendum shall prevail over conflicting terms and conditions.

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

1. Contract Vendor: Snap-on Industrial, a Division of IDSC Holdings LLC The Contract Vendor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contract Vendor as required by applicable articles, bylaws, resolutions, or ordinances. DocuSigned by: By: [signature] Signature 8C0793D5155476C... Andrew Lobo Printed Name Title: President, Industrial Division & VP, IDSC Holdings LLC Date: 4/24/2024 By: ________ Signature ________ Printed Name Title: ________ Date: ________	**2. Government Entity:** **State of Minnesota** **Office of State Procurement** In accordance with Minn. Stat. § 16C.03, Subd. 3. DocuSigned by: By: Cassandra Jensen 4C98808BA59D46B... Title: Acquisition Management Specialist Date: 4/24/2024 **3. State of Minnesota** **Commissioner of Administration** Or delegated representative. DocuSigned by: By: Justin Patrick D0517CF9A9854F3... Date: 4/29/2024

Minnesota Exhibit A

Minnesota General Terms, Conditions, and Specifications

1. **DEFINITIONS.**
   a. **CPV Members.** The Cooperative Purchasing Venture (CPV) program was established by Minn. Stat. § 16C.03, subd. 10, which authorizes the commissioner of the Minnesota Department of Administration (Commissioner of Administration) through its Office of State Procurement (OSP) to enter into a cooperative purchasing agreement for the provision of goods, services, and utilities" with one or more governmental units and other entities as described in Minn. Stat. § 471.59, subd. 1 and Minn. Stat. § 16C.03, subd. 10. Based on this authority, the Commissioner of Administration enters into a joint powers agreement that designates OSP as the authorized purchasing agent for the governmental unit or other entity. Governmental units and other entities joining the program are given an access code which identifies them as CPV members and permits them to access the OSP website to get information about commodities and/or services available on the State of Minnesota (State) contracts. Governmental units and other entities who are not members of the CPV program are not authorized to use the contract prices. The Contract Vendor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at www.mmd.admin.state.mn.us.

   b. **State Agencies.** This term applies only to State agencies and departments, as defined in Minn. Stat. §§ 15.01 and 15.021.

   c. **Ordering Entity.** This term applies to any State Agency or CPV Member when allowed in the Participating Addendum.

   d. **State and State of Minnesota.** These two terms apply to the Minnesota Department of Administration, Office of State Procurement (OSP), representing the State of Minnesota as the contracting agency for the Participating Addendum.

   e. **Contract Vendor and Contractor.** These two terms apply to the awarded vendor from the NASPO ValuePoint Master Agreement that OSP selects to receive a Participating Addendum.

   f. **Contract.** Contract is defined as the NASPO ValuePoint Master Agreement and the Minnesota Participating Addendum.

2. **EFFECTIVE DATE and CONTRACT PERIOD**. The Contract shall be effective upon the date of final execution by the State of Minnesota. The Contract term will begin on May 1, 2024 to February 14, 2025, with the option to extend up to 36 months, upon agreement by all parties.

3. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Contract or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Contract or transaction.

   The State reserves the right to authorize delegate(s) to audit this Contract and transactions.

4. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Participating Addendum resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.

5. **INSURANCE.** Not Applicable.

6. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY**. The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the willful misconduct or negligent performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State's failure to fulfill its obligations pursuant to the Contract.

   For clarification and not as a limitation, the Contract Vendor hereby expressly extends, in addition to the other terms, conditions and specifications of the Contract, the foregoing defense and indemnification obligations to Cooperative Purchasing Venture (CPV) Members, including Board of Trustees of the Minnesota State Colleges and Universities, in addition to Agency as defined in Minn. Stat. 16.C.02, in addition to the legislative and judicial branches and constitutional offices of state government.

The State agrees that Contractor, its principals, members, and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of $10,000,000 or the Contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs titled and included in this Agreement. This indemnification does not include liabilities caused by the State's gross negligence or intentional wrong doing of the State.

In no event shall either party or any of their representatives be liable to the other party or any third party for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

7. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.

8. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

   In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State.

   The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this article for such work.

9. **RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.

10. **GOVERNING LAW.** The Contract will be construed in accordance with, and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed "goods" within the meaning of the UCC, except when to deem such services as "goods" is unreasonable.

11. **JURISDICTION AND VENUE.** The Contract, its amendments, and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. The Contract Vendor voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of the Contract, or any breach thereof.

12. **AFFIRMATIVE ACTION.** The State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

    a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of $100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds $100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds $100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.

b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.

c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.

d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

(a) The contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.

f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

13. **EQUAL PAY CERTIFICATIONW.** If the Response to this solicitation could be in excess of $500,000, the Responder must obtain an Equal Pay Certificate from the Minnesota Department of Human Rights (MDHR) or claim an exemption prior to contract execution. A responder is exempt if it has not employed 40 or more full-time employees on any single working day during the previous 12 months in Minnesota or the state where it has its primary place of business. Please contact MDHR with questions at: 651-539-1095 (metro), 1-800-657-3704 (toll free), 711 or 1-800- 627-3529 (MN Relay) or at compliance.MDHR@state.mn.us.

14. **PAYMENT.** Minn. Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." The Ordering Entity is not required to pay the Contract Vendor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate Ordering Entity. In addition, all goods and/or services provided must meet all terms, conditions and specifications of the Contract and the ordering document and be accepted as satisfactory by the Ordering Entity before payment will be issued.

    Conditions of Payment. The Contract Vendor under the Contract must be in accordance with the Contract as determined by the sole discretion of the State's Authorized Representative and be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Minnesota Secretary of State.

15. **PURCHASE ORDERS (PO).** The State requires that there will be no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Contract number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract.

16. **PURCHASING CARDS.** Contract Vendor will accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase limit is $5,000 on the purchasing card.

17. **TAXES. DO NOT** add sales tax to the prices being offered. Unless otherwise instructed by the State, agencies will pay all applicable taxes directly to the Department of Revenue. Per Department of Revenue Tax Fact Sheet 142, State agencies are required to submit an ST3 form to their suppliers. See website at http://www.revenue.state.mn.us.

    If orders are issued by Cooperative Purchasing Venture (CPV) Members, the Contract Vendor should confirm all of the tax requirements with the ordering entity.

18. **SHIPPING REQUIREMENTS.** All shipments shall be FOB Destination. Freight charges shall be prepaid and allowed unless otherwise stated in the NASPO ValuePoint Master Agreement.

19. **DEFAULT.** All commodities and services furnished will be subject to inspection and acceptance by the Ordering Entity after delivery. Ordering Entity shall submit any claim for visible damages of goods within 48 hours of delivery and any claim for concealed damages or shortages of goods within 5 business days of delivery. No substitutions or cancellations are permitted without approval of the Ordering Entity. Back orders, failure to meet delivery requirements, or failures to meet specifications in the purchase order and/or the Contract authorizes the Ordering Entity to cancel the purchase order, or any portion of it, purchase elsewhere. In the event of default, the State reserves the right to pursue any other remedy available by law and not limited herein. A Contract Vendor may be removed from the vendor's list, suspended or debarred from receiving a Contract for failure to comply with the terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

20. **ASSIGNMENT.** The Contract Vendor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's Authorized Representative. Such consent shall not be unreasonably withheld. The Contract Vendor shall give written notice to the State's Authorized Representative of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contract Vendor being held in default. This

consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the Contract Vendor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contract Vendor's right to assign the Contract to corporations to provide some of the services hereunder.

Notwithstanding the foregoing acknowledgment, the Contract Vendor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

21. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend to the extent permitted by the Minnesota Attorney General's Office, and hold harmless the State against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

    If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense. This remedy is in addition to any other remedy provided by law.

22. **PARTICIPATING ADDENDUM AMENDMENTS.** Except as provided herein, the Participating Addendum shall be modified only by written amendment duly executed by an authorized representative of the State and the Contract Vendor. No alteration or variation of the terms and conditions of the Participating Addendum shall be valid unless made in writing and signed by the parties as required by law. Every amendment shall specify the date on which its provisions shall be effective. An approved Participating Addendum amendment means one approved by the authorized signatories of the Contract Vendor and the State as required by law.

23. **TERMINATION OF THE PARTICIPATING ADDENDUM**. The Participating Addendum may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days written notice to the Contract Vendor. Contract Vendor may terminate this Participating Addendum for convenience upon 60 days written notice. In the event the Contract Vendor is in default, the Participating Addendum is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the Contract Vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

24. **ADMINISTRATIVE PERSONNEL CHANGES.** After execution of this Participating Addendum the State must be notified of intended changes in the Contract Vendor's administrative personnel as soon as practicable.

25. **PUBLICITY.** Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Office of State Procurement.

    The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Contract without the prior written consent of the State's Assistant Director or designee of the Office of State Procurement. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

26. **AMERICANS WITH DISABILITIES ACT (ADA).** Products provided under the Contract must comply with the requirements of the Americans with Disabilities Act (ADA). The Contract Vendor's catalog and other marketing materials utilized to offer products under the Contract must state when a product is not in compliance. If any descriptive marketing materials are silent as to these requirements, the Contract Vendor agrees that the customer can assume the product meets or exceeds the ADA requirements.

27. **USAGE REPORT.** Contractor must track and report to the State usage data on this Contract (Usage Reports). Usage Reports should be sent via email to osp.usagereports@state.mn.us. A Usage Report must identify the State Contract Number and provide the following information:

    - The total amount of spend under the Contract by the State and other entities,
    - The total amount of spend by State agencies, and
    - The total amount of spend by other entities (CPV members).

Contractor must send a quarterly Usage Report, or as otherwise requested. Quarters are as follows:

- First Quarter, from July 1 to September 30,
- Second Quarter, from October 1 to December 31,
- Third Quarter, from January 1 to March 31, and
- Fourth Quarter, from April 1 to June 30.

A quarterly Usage Report is due within thirty days of the end of a quarter. A requested Usage Report is due within thirty days from when the request was made. Contractor must provide the State with a final Usage Report within 30 calendar days of the expiration or termination of the Contract. Failure to provide a Usage Report may result in the State cancelling the Contract. This term survives the expiration or termination of the Contract.

28. **ADMINISTRATIVE FEE.** Contractor must remit to the Department of Administration, Office of State Procurement on a quarterly basis an administration fee of 1% (.01 multiplication factor) of the total amount of spend under the Contract as reported in the Usage Report (Administrative Fee). Prices established in the Master Agreement shall be subject to increase to account for the Administrative Fee hereunder. The Administrative Fee is due within thirty days of the end of a quarter. The Administrative Fee may be submitted through Automated Clearing House (ACH) or by check. Contact CPV.Program@state.mn.us for detailed information on the ACH payment option. If paying by check, the check should be made payable to the State of Minnesota, and submitted to:

    Office of State Procurement
    112 Administration Building
    50 Sherburne Avenue
    St. Paul, MN 55155

29. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions; if the remainder of the Contract is capable of performance it will not be affected by the declaration or finding and will be fully performed.

30. **ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT METHOD AND STRUCTURE.** In accordance with Minn. Stat. § 16A.40 the Contract Vendor is required to provide their bank routing information to the Minnesota Department of Finance to enable payments to be made through EFT.

31. **COPYRIGHT.** The Contract Vendor shall save and hold harmless the State of Minnesota, its officers, agents, servants and employees, from liability of any kind or nature, arising from the use of any copyrighted or noncopyrighted composition, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

32. **SURVIVABILITY.** The following rights and duties of the State and Contract Vendor will survive the expiration or cancellation of the resulting Contract(s). These rights and duties include, but are not limited to the paragraphs on Indemnification, Hold Harmless, and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Intellectual Property Indemnification, Publicity and Minnesota Reporting Requirements and Administrative Fees. Software licenses, warranty, maintenance agreements and service agreements that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.

33. **PRODUCTS CONTAINING CERTAIN TYPES OF POLYBROMINATED DIPHENYL ETHER BANNED.** By signing the Contract, Contract Vendor certifies that they have read and will comply with Minn. Stat. §§ 325E.385-325E.388.

34. **IT ACCESSIBILITY STANDARDS.** Not Applicable.

35. **E-VERIFY CERTIFICATION.** Not Applicable.

36. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the State by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

37. **TAXPAYER IDENTIFICATION:** The Contract Vendor shall be registered as a vendor to the State in the SWIFT Procurement System. Registration must be done online at http://www.mmb.state.mn.us/vendorresources.

38. **STATE'S NON-INDEMNIFICATION.** Nothing herein, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Contract Vendor, Contract

Vendor's subcontractors, or Contract Vendor's agents. This shall extend to all agreements related to the subject matter of this RFP, and to all terms subsequently added, without regard to order of precedence.

39. **CERTIFICATION OF NONDISCRIMINATION (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is $50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

40. **FUNDING OUT CLAUSE.** Notwithstanding any other cancellation clauses, the State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature beyond June 30, or from another funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the goods or services in the Contract, whether due to a lack of direct funding or agency reallocation of funding, or if operations of any paying entity are being discontinued. The State must provide the Contract Vendor with notice within a reasonable time after the decision is made to terminate the Contract. Termination will be by written or fax notice to the Contract Vendor. The State is not obligated to pay for any goods or service accepted or provided after notice and effective date of termination. However, the Contract Vendor will be entitled to payment for goods or services accepted or satisfactorily performed up until the effective date of the termination. The State will not be assessed any penalty if the Contract is terminated in accordance with this section.

Minnesota Exhibit B

Minnesota General Terms, Conditions, and Specifications

1. **PRICING.** Pricing for the product offered under this contract is attached. Price increases for product are allowed when approved by the lead state for the NASPO ValuePoint Master Agreement **OK-SW-818-900** and adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

2. **QUOTES.** The Contract Vendor must provide a firm price quote to the ordering entity. Once the ordering entity has accepted the price quote and a purchase order is issued, no changes in price or product can be made by the Contract Vendor unless agreed upon, in writing, by the ordering entity. At no time will any terms and conditions included in a vendor's quote or other documents change the terms and conditions of the Contract. In the event of a conflict in language between any documents provided to an ordering entity by a Contract Vendor, the terms and conditions set forth in the Contract and any later fully executed amendment documents shall prevail.

Payment shall be for actual products received and work performed, and shall not exceed any quoted price unless the Contract Vendor receives written approval of the changes and a purchase order from the ordering entity prior to the products being delivered or services performed. The quote must be in writing, reference the State Contract Release T-757(5), reference the Contract number, and be in the same format as the sample quote form submitted with the PA and approved as an attachment to the Contract award documents, unless an alternative format is approved in writing by the Acquisition Management Specialist.

The price quote should include:

- Contract Vendor's name
- Name of contract vendor's representative providing the quote
- Date of quote
- State Contract Release T-757(5) and Contract number
- Detailed description of the Contract product or item being provided. Individual price, quantity, and extended price
- Total price for all products/items/services quoted
- Expiration date of quote

Additional information may be required by the ordering entity so pricing can be verified. The Contract Vendor must provide quotes within five (5) business days of receipt of the request for a quote unless an alternate timeline has been accepted by the ordering agency. Prior to fulfilling any order through this Contract, the Contract Vendor must receive written confirmation from the end user that the quote has been received, understood, and accepted. This confirmation must be in the form of a purchase order. The Contract Vendor shall not deliver product or start any service prior to receiving a purchase order.

INVOICES. The Contract Vendor will be responsible for providing an invoice within thirty (30) days following the completion of an order. The invoice must be in the same format as the sample invoice submitted with the PA and approved as an attachment to the Contract award, unless an alternative format is approved in writing by the Acquisition Management Specialist.

- Quote number and purchase order number
- Invoice number
- State Contract Release T-757(5) and Contract number
- Detailed description of the Contract product or item being invoiced. Individual price, quantity, and extended price.
- Product/item/service price and extended price
- Total price for all products/items/services delivered

Additional information may be required by the ordering entity so costs can be verified.

DEPARTMENT OF HUMAN RIGHTS

WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **IDSC HOLDINGS LLC DBA SNAP ON INDUSTRIAL** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **8/20/2021**
Certificate expiration date: **8/19/2025**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

DEPARTMENT OF HUMAN RIGHTS

EQUAL PAY
CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **IDSC HOLDINGS LLC DBA SNAP ON INDUSTRIAL** is hereby certified as a contractor under the Minnesota Human Rights Act, § 363A.44.

Certificate start date: **September 14, 2022**

Certificate expiration date: **September 13, 2026**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

Rebecca Lucero, Commissioner

Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014 877-740-1900

Quote Number IMP-001257980
Quote Date 2/26/2024
Quote Expiration Date 4/26/2024
Customer Name CASH SALES QUOTING PURPOSES ONLY
Customer BP 201395693
Contact Information:
Name -
E-mail -
Phone Number -
Sales Rep Van Ness, Randie L
Mobile #
E-mail Address Randie.L.VanNess@snapon.com

Ship Via 1 - UPS GROUND
Payment Terms P01 - CREDIT CARD - DUE UPON RECPT
Ship to 201395693
RANDIE VAN NESS QUOTING PURPOSES ONLY
IMPACT QUOTING ONLY
CRYSTAL LAKE IL 60014
Bill to 200104416
CASH SALES
3011 IL ROUTE 176
CRYSTAL LAKE IL 60014

T-757(5)

Contract Number: 244406

Part Number	Description	COO	SIN	Quantity	List Price	Unit Net Price	Line Total
OEX707B	7PC 12PT COMWRSET	USA	332510C	1	$329.00	$179.27	$179.27
OEXM707B	7PC 12PT MET COMWRSET	USA	332510C	1	$311.00	$169.46	$169.46

Total Weight	4.27 lbs
Sub Total	$348.73
Shipping	$0.00
Tax	$24.41
Grand Total	$373.14

Snap-on Industrial
a Division of IDSC Holdings LLC.
Please reference invoice# on your remittance

SALES INVOICE

Copy

SO3 : Regular Sales Order

Page : 1
Print Date : 03-01-2024

Invoice-To :,
STATE OF
ADDRESS 001
857-5574
Zip

Ship to :
DEPARTMENT OF HEALTH
ADDRESS 001
857-5574
Zip

T-757(5)
Contract Number: 244406

Invoice Number	: **ARV/ 56822002**	Invoice Date	: 03-30-2023
Customer P.O	: 00276256	Invoice-to BP	: 200104
Customer Reference	:	Sold-to Business Partner	: 201414
Order Ref #	: IMP-0010865	Order Number	: 5Y33012
Sales Representative	: 061226 INDOT-ENGLISH-NG	Order Date	: 03-14-2023
Department	: 652148 WEST SALES	External Sales Rep	:

CUSTOMER LINE	STOCK NUMBER	WHS	ORD QTY	B/O QTY	SHIP QTY		UNIT NET	TOTAL NET
5	ECPRI042	555911	17.00	0.00	17.00		53.60	911.20
	MINI INSPECTION LIGHT					Country of Origin :	CHN-CHINA	
	NON-FSS-ECPRI042					Commodity Code :	8513104000	

Tracking Numbers 1Z1A229W02332

Total (NET)	Costs	Total Taxes	Total Amount(USD)
911.20	0.00	41.00	952.20

Delivery Terms : E05 FOB Dest Prepaid and Add
Payment Terms : P30 NET 30 DAYS
Payment Due On : 04-29-2023
Carrier : 1 UPS GROUND

Payment Method :

Please Remit to :
SNAP-ON INDUSTRIAL
21755 NETWORK PLACE
CHICAGO, IL 60673-1217
CUSTOMER SERVICE FAX: (877) 740-1880
ACCOUNTS RECEIVABLE FAX: (877-740-1885)
PHONE: (877) 740-1900

New Tool Returns :
Please contact Customer Service for RGA and any return instructions at:
Toll Free : 877-740-1900
Email : order@snapon.com

Federal ID# : 36-4070294
SAM UEID SJL9Q452QBL5

NOTE: Non-FSS designated items are sold as a micro-purchase consistent with Federal Acquisition Regulation (FAR) Subpart 13.2

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
OFFICE OF STATE PROCUREMENT

SERVICE AND DELIVERY

Service and delivery are important requirements for all State contracts. The successful responder will be expected to ship all orders within the time specified in its response or, in the case of unanticipated problems causing a delay, notify the agency of the problem and when the shipment will be made. All requests for information from State agencies will be answered promptly. A copy of all correspondence to State agencies shall be sent to Acquisitions, Office of State Procurement, 112 Administration Building, St. Paul, MN 55155. **Any Contract Vendor found to be providing unsatisfactory service during the Contract period may be disqualified for a subsequent Contract award.**

SUBSEQUENT CONTRACT REVISIONS. No verbal or written instructions from State agencies or officials to change any provision of the resulting Contract shall be accepted by the Contract Vendor without the approval of the Acquisition Management Specialist (AMS). The Contract Vendor shall report any such requests to the AMS who will issue approval or denial in writing.

CONTACT PERSON FOR ORDERS:

NAME: Industrial Customer Service Center   TITLE: ____

TELEPHONE NUMBER: 877-740-1900   FAX NUMBER: 877-740-1800

TOLL FREE NUMBER: 877-740-1900   E-MAIL: order@snapon.com

CONTACT PERSON TO EXPEDITE ORDERS (if different from above):

NAME: same as above   TITLE: ____

TELEPHONE NUMBER: ____   FAX NUMBER: ____

TOLL FREE NUMBER: ____   E-MAIL: ____

ORDER ADDRESS:

STREET/PO BOX: 3011 Illinois Route 176, Door 1

CITY/STATE: Crystal Lake, IL   ZIPCODE: 60014

TELEPHONE NUMBER: 877-740-1900   FAX NUMBER: 877-740-1880

TOLL FREE NUMBER: 877-740-1900   E-MAIL: order@snapon.com

REMIT-TO ADDRESS:

STREET/PO BOX: 21755 Network Place

CITY/STATE: Chicago, IL   ZIPCODE: 60673-1217

TELEPHONE NUMBER: 877-740-1900 option 4   FAX NUMBER: 877-740-1885

TOLL FREE NUMBER: 877-740-1900 option 4   E-MAIL: CLCashApps@snapon.com