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

DEPARTMENT OF ADMINISTRATION
STATE PROCUREMENT

December 11, 2024

Mr. Michael Holdway
Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.,
525 Harbour Place Drive,
Davidson, NC. 28036-7444

Dear Mr. Holdway:

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

- Participating Addendum 256629 for Facilities MRO and Industrial Supplies through NASPO ValuePoint Contract No. 758 2500000411 for MRO and Industrial Supplies.
- Minnesota Exhibit A, showing the Minnesota's Terms, Conditions, and Specifications, which includes the following:
  - Workforce and Equal Pay Declaration Page
- Minnesota New Hire Reporting Form – If Contractor is a sole proprietor and/or an independent contractor, complete the Employee Information section and return form with above documents.

Please sign and return **all sets** of documents, **VIA E-MAIL**,
to **Karen McIntyre** at karen.mcintyre@state.mn.us by **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,

Karen McIntyre

Karen McIntyre
Acquisition Management Specialist

Enclosure

Workforce and Equal Pay Declaration Page

This form is **required for all businesses** executing government contracts under the following:

1. Select one:

- ☐ Businesses executing a contract with **State or Metropolitan agencies** in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **University of Minnesota** for general obligation bond funded capital projects in excess of $100,000 (Workforce Certificate) and if applicable $500,000 (Equal Pay Certificate)
- ☐ Businesses executing a contract with **Political Subdivisions** for general obligation bond funded capital projects in excess of $250,000 (Workforce Certificate) and if applicable $1,000,000 (Equal Pay Certificate)

Select all that apply:

2. We are a Certificate holder:

- ☐ Workforce Certificate under the name: ____
- ☐ Equal Pay Certificate under the name: ____

3. We are applying/have applied for the following certificate(s):

- ☐ Workforce Certificate Application date (MM/DD/YYYY): ____________________
- ☐ Equal Pay Certificate Application date (MM/DD/YYYY): ____________________

4. We have not applied for one or both certificates:

- ☐ Our Company does not yet have a Workforce Certificate or Equal Pay Certificate. We acknowledge that a Workforce and, if applicable, Equal Pay Certificate, or approved exemption by MDHR is required before a contract can be executed.

5. We are Exempt:

- ☐ We attest to MDHR that we have not employed 40 or more employees on a single day during the prior 12 months in Minnesota or the state in where we have our primary place of business. MDHR may request the names of our employees during the previous 12 months, the date of separation, if applicable, and the current employment status and count.

6. Business Information

Vendor/Supplier ID	**Business Name**	**Name of Contracting Agency**
Authorized Signatory Name	**Title**	**Date**
Signature	**Email**	**Phone**

For assistance with this form, email the Minnesota Department of Human Rights **Compliance.MDHR@state.mn.us**

PARTICIPATING ADDENDUM
NASPO ValuePoint
For MRO and Industrial Supplies
Between the State of Minnesota and
Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co.

NASPO ValuePoint Contract No. 758 2500000411

State of Minnesota Contract No. 256629

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.

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. Any pricing or SKU updates to the Master Agreement will automatically apply and be deemed to be incorporated into this Participation Addendum for any applicable products that have been approved by the State under this Participation Agreement. Any product additions or non-pricing term changes to the Master Agreement will only apply to this Participation Agreement once adopted by the State of Minnesota through a fully executed Participating Addendum amendment.

3. Authorized Representative:

3.1 The State's Authorized Representative is Karen McIntyre, Acquisition Management Specialist, Dept. of Administration - Office of State Procurement, 50 Sherburne Avenue - Room 112, St. Paul, MN 55155, Phone: 651-201-3124, or his/her successor or delegate, and has the responsibility to monitor the Contractor's performance.

3.2 Contractor's Authorized Representative. The Contractor's Authorized Representative is Michael Holdway Area Manager, Public Sector, at the following business address and telephone number: Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co., 525 Harbour Place Drive, Davidson, NC. 28036-7444 Phone 262-527-3980, or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

4. **<u>Contractor's Duties.</u>** The Contractor shall perform all duties described in this Contract to the satisfaction of the State.

5. **<u>Representations and Warranties:</u>**

   5.1 Under Minn. Stat. §§ 15.061 and 16C.03, subd. 3, and other applicable law the State is empowered to engage such assistance as deemed necessary.

   5.2 Contractor warrants that it is duly qualified and shall perform its obligations under this Contract in accordance with the commercially reasonable standards of care, skill, and diligence in Contractor's industry, trade, or profession, and in accordance with the specifications set forth in this Contract, to the satisfaction of the State.

   5.3 Contractor warrants that it possesses the legal authority to enter into this Contract and that it has taken all actions required by its procedures, by-laws, and applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Contract, or any part thereof, and to bind Contractor to its terms.

6. **<u>Time.</u>** The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

7. **<u>Compensation and Conditions of Payment:</u>**

   7.1 **Compensation.** The State will pay for performance by the Contractor under this Contract in accordance with the breakdown of costs as set forth in Exhibit D which is attached and incorporated into this Contract.

   7.2 **Conditions of Payment**. All duties performed by the Contractor under this Contract must be performed to the State's satisfaction and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

8. **<u>Authorized Signature:</u>** 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 Contractor and the State:

a. The Minnesota Participating Addendum:
   - Exhibit A: Minnesota Terms and Conditions
   - Exhibit B: Insurance Requirements
   - Exhibit C: Specifications, Duties, and Scope of Work
   - Exhibit D: Price and Payment Schedule
   - Exhibit E: Sample Quote and Sample Invoice
   - Exhibit F: Authorized Dealers/Distributors
   - Exhibit G: MSC's Industrial Vending Solution Letter of Understanding

- Letter of Understanding

b. The NASPO ValuePoint Master Agreement
c. The NASPO ValuePoint Solicitation
d. Response to 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. Contractor: Sid Tool Co., Inc. d/b/a MSC Industrial Supply Co. The Contractor certifies that the appropriate person(s) have executed this Participating Addendum on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances. By: David P. Haugh Signature David Haugh Printed Name Title: VP, Public Sector Sales Date: 12/16/2024 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. By: DocuSigned by: Karen E McIntyre AEF46840CAC2428... Title: Acquisition Management Specialist/Buyer Date: 12/16/2024 **3. State of Minnesota Commissioner of Administration** Or delegated representative. By: DocuSigned by: Dustin Burns A675320D149D441... Date: 12/16/2024

Exhibit A: Minnesota Terms and Conditions

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 Contractor agrees to provide the contract to CPV members at the same prices, terms, conditions, and specifications. For additional information, visit the OSP website at https://mn.gov/admin/osp/other-purchasers/cpv/

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.

1. **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 January 1, 2025, or on the date of Participating Addendum execution, whichever is later, to August 31, 2026, with the option to extend up to 48 months, upon agreement by all parties.

2. **Prompt Payment and Invoicing.**

2.1 Prompt Payment. The State will pay the Contractor pursuant to Minn. Stat. § 16A.124, which requires payment within 30 days following receipt of an undisputed invoice, or merchandise or service, whichever is later. Terms requesting payment in less than 30 days will be changed to read "Net 30 days." Notwithstanding the foregoing, the State may pay the Contractor in advance for purchases as allowed pursuant to Minn. Stat. §16A.065.

The payment for each order will only be made for goods received or services actually performed that have been accepted by the ordering entity, and meet all terms, conditions, and specifications of the Contract and the ordering document.

2.1 Invoicing. The invoice must be in the same format as the sample invoice form approved as Exhibit D, Supplement 1 with the Contract, unless an alternative format is approved in writing by the State Authorized Representative, or delegate. See Exhibit D, Supplement 1 for a list of minimum invoice requirements.

3. Assignment, Amendments, Waiver, and Contract Complete.

3.1 Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed, and approved by the authorized parties or their successors.

3.2 Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

3.3 Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

3.4 Contract Complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

4. Termination.

4.1 Termination for Convenience. The State or Commissioner of Administration may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination for convenience, the Contractor will be entitled to payment, determined on a pro rata basis, for services or goods satisfactorily performed or delivered.

4.2 Termination for Breach. If the Contractor fails to perform according to the contract terms and conditions, the State is authorized to immediately cancel the Contract or purchase order, or any portion of it, and may obtain replacement goods or services and charge the difference of costs to the defaulting Contractor. In the event of default, the State reserves the right to pursue any other remedy available by law. A Contractor may be removed from the vendors list, suspended, or debarred from receiving a Contract for failure to comply with terms and conditions of the Contract, or for failure to pay the State for the cost incurred on the defaulted Contract.

4.3 Termination for Insufficient Funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services addressed within this Contract. Termination must be by written notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that dedicated funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding. This notice will be provided within a reasonable time of the State's receiving notice.

5. Force Majeure.

Neither party shall be responsible to the other or considered in default of its obligations within this Contract to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party relying on this provision to excuse performance must provide the other party prompt written notice of the inability to perform and take all necessary steps to bring about performance as soon as practicable.

6. Indemnification.

6.1 In the performance of this Contract, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Contractor, Contractor's reseller, any third party that has a business relationship with the Contractor, or Contractor's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Contract.

6.2 Nothing within this Contract, 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 Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

6.3 For clarification and not as a limitation, the Contractor 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.

7. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

8. Contract Use by State Agencies.

To the extent applicable, the Contract does not prohibit state agencies from using their delegated purchasing authority to procure similar goods and services from other sources.

9. Warranty.

The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used.

All installation materials and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense.

10. Original Equipment Manufacturer (OEM Warranty).
The equipment offered must include the OEM standard warranty. The Contractor is responsible for the cost of any inspections, adjustments, warranted parts, and labor charges to repair or replace warranted parts that are a result of equipment failure(s) during the warranty period. This shall be performed promptly unless otherwise mutually agreed in writing by the Customer and the Contractor. This warranty shall commence when the unit is put into service.

10.1 OEM Extended Warranty Options. If the Contractor provides an OEM Extended Warranty Option, the Contractor must provide a copy of the applicable terms and conditions, including a detail of coverage, to the State upon request. The cost of an OEM Extended Warranty must include all associated costs.

10.2 Contractor (Add-On) Warranty Options. The Contractor may provide additional warranty options, which include, but are not limited to travel pickup, or delivery charges that are a result of equipment failure(s) prior to or during the warranty period or extended warranty period. This warranty option shall commence when the unit is put into service and is in addition to OEM warranty options stated above.

11. Cooperative Purchasing Venture (CPV) Members.
The Contract will be available to all CPV members. Minn. Stat. § 16C.03, subd. 10 authorizes the State, acting through its Office of State Procurement, to enter into purchasing agreements with one or more governmental units and other entities allowable by law, as described in Minn. Stat. § 471.59, subd. 1, to exercise jointly the purchasing powers and functions each has individually. This authority is referred to as the Cooperative Purchasing Venture program. For more information, see State website https://mn.gov/admin/osp/.

The Contractor agrees to extend the Contract to CPV members at the same prices, terms, conditions, and specifications. With the approval of the Contractor, a CPV member may add additional terms to its ordering document applicable to the CPV member's purchasing activities. Such additional terms shall not modify, diminish, or derogate the terms applicable to the State.

12. Delivery.
Contractor is obligated to deliver within the quoted lead times. If delivery is not made within that time frame, the State reserves the right to deem the Contractor in default.

Contractor must confirm delivery locations and requirements with the ordering entity. Prior to delivery, the Contractor is responsible for confirming in writing with the ordering entity that the delivery location will accommodate unloading the equipment. Contractor must notify the receiving entity at least 72 hours before delivery to allow for inspection and compliance. No delivery can be made on a State Holiday (as defined in Minn. Stat. § 645.44, subd. 5), on Saturday or Sunday, or after 4:00 p.m. Central Time on weekdays, without prior written approval by the receiving entity.

13. Risk of Loss.
The State is relieved of all risks of loss or damage to the goods and equipment during periods of transportation, installation by the Contractor, or while in the possession of the Contractor or its agent.

14. Purchase Orders and Purchasing Cards.
The parties agree that there is no minimum order requirements or charges to process an individual purchase order unless otherwise stated in the Contract. The Purchase Order number must appear on all documents (e.g., invoices, packing slips, etc.).

The Contractor must 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 maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

15. PCI Language.
All of Contractor's systems and components that process, store, or transmit Cardholder Data shall comply with the most recent version of the Payment Card Industry Data Security Standard ("PCI DSS") promulgated by the PCI Security Standards Council, available online at: https://www.pcisecuritystandards.org/document_library. The Contractor shall, upon request, provide the State with Contractor's current Attestation of Compliance signed by a PCI QSA ("Qualified Security Assessor"). For purposes of this sub-section, "Cardholder Data" has the meaning defined by the PCI Security Standards Council, Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS), Glossary of Terms, Abbreviations, and Acronyms, available online at: https://www.pcisecuritystandards.org/document_library.

16. Equipment Specifications.
All equipment must meet the contract specifications and all federal and State safety codes and regulations in effect at the date of manufacture. All equipment must be Original Equipment Manufacturer (OEM) equipment unless otherwise stated in the contract.

17. Items Offered as New.
All products, materials, supplies, replacement parts, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available, unless otherwise stated in this Contract.

18. Product Changes During the Contract.
All product offered should be available during the initial term of the contract. The Contractor must notify the State's Authorized Representative immediately if the manufacturer discontinues or replaces a contracted model number. A replacement model number must meet the contract specifications. The State is under no obligation to accept a replacement model. Any change to a contracted model number must be confirmed in writing by the State through a written amendment. The State reserves the right to request documentation for any requested change under this section to evaluate how the specifications of the replacement product deviates from the specifications of the replaced product.

19. Product Returns.

19.1 Non-Defective Conforming Product. The Customer may return an unopened, non-defective product conforming to the specifications of an order within 60 calendar days of the invoice date with no additional fees. If the non-defective conforming product is returned within 60 calendar days of the invoice date after it has been opened, the Contractor may charge the Customer a restocking fee of up to 10% of the cost of the product. Return shipping costs to return a non-defective conforming product to the Contractor is the responsibility of the Customer.

19.2 Defective or Non-conforming Product. The Customer may return any product determined by the Customer as defective or not conforming to the specifications, order, or contract, within 60 calendar days of receipt with no restocking or return shipping fee.

The Contractor should provide the Customer with a Return Merchandise Authorization number (RMA) and must arrange for a "call tag" to be issued via a "carrier" to order pick up of the defective or non-conforming product from the Customer. The "carrier" must pick up the defective or non-conforming product at the address to which the product was shipped.

19.2.1 Replacement of Defective or Non-conforming Product. The Customer may request the Contractor provide a replacement product or cancel the order. If the Customer choses to have the defective or non-conforming product replaced, the Contractor must replace a defective or non-conforming product at no cost to the Customer.

19.2.2 Return of Defective or Non-conforming Product (without replacement). The Customer's account must be credited within fourteen (14) calendar days of arrival of the returned product at the Contractor's location. The amount to be credited must be the equal of the price of the product plus all freight, shipping, handling, or ancillary charges associated with shipment of the product from and return to the shipping location. If, after inspection, the Contractor determines that the product is not defective or non-conforming, the Contractor may bill the Customer for the return shipping charges.

20. Subcontracting and Subcontract Payment.

20.1 Subcontracting Allowed. A subcontractor is a person or company that has been awarded a portion of the Contract by Contractor. Only subcontractors that have been approved by the State's Authorized Representative can be used for this Contract.

After the effective date of the Contract, the Contractor shall not, without prior written approval of the State's Authorized Representative, subcontract for the performance of any of the Contractor's obligations that were not already approved for subcontracting when the Contract was awarded. During this Contract, if an approved subcontractor is determined to be performing unsatisfactorily by the State's Authorized Representative, the Contractor will receive written notification that the subcontractor can no longer be used for this Contract.

The provisions of the Contract shall apply with equal force and effect to all approved subcontractors engaged by the Contractor. Notwithstanding approval by the State, no subcontract shall serve to terminate or in any way affect the primary legal responsibility of the Contractor for timely and satisfactory performances of the obligations contemplated by the Contract.

20.2 Subcontractor Payment. Contractor must pay any subcontractor in accordance with Minn. Stat. § 16A.1245.

21. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

22. Government Data Practices.

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, 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 under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

The Contractor 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

Contractor 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.

23. Intellectual Prop

23.1 Definitions. For the purpose of this Section, the following words and phrases have the assigned definitions:

23.1.1 "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Contractor, its employees, agents, or subcontractors, in the performance of this Contract.

23.1.2 "Pre-Existing Intellectual Property" means intellectual property developed prior to or outside the scope of this Contract, and any derivatives of that intellectual property.

23.1.3 "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Contractor, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Works" includes Documents.

23.2 Ownership. The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Contract. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Contractor upon completion or cancellation of this Contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Contractor assigns all right, title, and interest it may have in the Works and the Documents to the State. The Contractor must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

23.3 Pre-existing Intellectual Property. Each Party shall retain ownership of its respective Pre-Existing Intellectual Property. The Contractor grants the State a perpetual, irrevocable, non-exclusive, royalty free license for Contractor's Pre-Existing Intellectual Property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Contract.

23.4 Obligations.

23.4.1 Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Contractor, including its employees and subcontractors, in the performance of this Contract, the Contractor will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the State's Authorized Representative with complete information and/or disclosure thereon.

23.4.2 Representation. The Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Contractor nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities.

23.4.3 Indemnification. Notwithstanding any other indemnification obligations addressed within this Contract, the Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Contractor's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Contractor's or the State's opinion is likely to arise, the Contractor must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

24. Copyright.

The Contractor 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 compositions, secret process, patented or nonpatented invention, article or appliance furnished or used in the performance of the Contract.

25. Assignment of Antitrust Rights.

Upon the request of the State of Minnesota, Contractor will irrevocably assign to State any state or federal antitrust claim or cause of action that the Contractor now has, or which may accrue to the Contractor in the future, in connection with any goods, services, or combination provided by Contractor under the terms of this Contract.

26. Survivability of Orders.

In the event the term of any order or Professional/Technical Services work order ("Order") placed under this Contract extends past the termination or expiration of this Contract, the terms and conditions of this Contract shall remain in full force and effect as it applies to such order and will continue in effect for such order until the term of that order expires or the order is cancelled or terminated in accordance with the terms of this Contract.

27. Contractor's Documents.

Any licensing and maintenance agreement, or any order-specific agreement or document, including any pre-installation, linked or "click through" agreement that is allowed by, referenced within or incorporated within the Contract whenever the Contract is used for a State procurement, whether directly by the Contractor or through a Contractor's agent, subcontractor or reseller, is agreed to only to the extent the terms within any such agreement or document do not conflict with the Contract or applicable Minnesota or Federal law, and only to the extent that the terms do not modify, diminish or derogate the terms of the Contract or create an additional financial obligation to the State. Any such agreement or document must not be construed to deprive the State of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applicable to this Contract or afforded to the State by Minnesota law. A State employee's decision to choose "accept" or an equivalent option associated with a "click-through" agreement does not constitute the State's concurrence or acceptance of terms, if such terms are in conflict with this section.

28. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Contract.

29. Usage Reports.

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.

30. 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). 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

31. Diverse Spend Reporting.
If the total value of the Contract may exceed $500,000, including all extension options, Contractor must track and report, on a quarterly basis, the amount paid to diverse businesses both: 1) directly to subcontractors performing under the Contract, and 2) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Contract compared to Contractor's overall revenue). When this applies, Contractor will register in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Contract is in effect.

32. Publicity and Endorsement.

32.1 Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, information posted on corporate or other websites, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

32.2 Endorsement. The Contractor must not claim that the State endorses its products or services.

33. Debarment by State, its Departments, Commissions, Agencies, or Political Subdivisions.
Contractor certifies that neither it nor its principals is presently debarred or suspended by the Federal government, the State, or any of the State's departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide immediate written notice to

the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

34. Federal Funds.

34.1 Compliance with Federal Requirements. Federal money will be used or may potentially be used to pay for all or part of the goods, construction, or services under the Contract. The Contractor is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.

34.2 Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the Contract, therefore Contractor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. Contractor's certification is a material representation upon which the Contract award was based.

35. Contingency Fees Prohibited.
Pursuant to Minn. Stat. § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

36. Certification of Nondiscrimination (in accordance with Minn. Stat. § 16C.053).
If the value of this Contract, 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.

37. Non-discrimination (in accordance with Minn. Stat. § 181.59).
The Contractor will comply with the provisions of Minn. Stat. § 181.59.

38. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).
For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at E-Verify Subcontractor Certification Form. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

39. Affirmative Action Requirements
The State intends to carry out its responsibility for requiring affirmative action by its contractors.

39.1 Covered Contracts and Contractors. If the Contract exceeds $100,000 and the Contractor 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, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.

39.2 General. Minn. R. 5000.3400-5000.3600 implements 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 contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. 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, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.

39.3 Disabled Workers. The Contractor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

39.3.1 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.

39.3.2 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.

39.3.3 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.

39.3.4 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. 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.

39.3.5 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.

39.4 Consequences. The consequences for the Contractor’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 this Contract by the Commissioner or the State.

39.5 Certification. The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

40. Equal Pay Certification.

If required by Minn. Stat. §363A.44, the Contractor must have a current Equal Pay Certificate prior to Contract execution. If Contractor's Equal Pay Certificate expires during the term of this Contract, Contractor must promptly re-apply for an Equal Pay Certificate with the Minnesota Department of Human Rights and notify the State's Authorized Representative once the Contractor has received the renewed Equal Pay Certificate. If Contractor claims to be exempt, the State may require Contractor to verify its exempt status.

41. Professional/Technical (P/T) Services Ancillary to Goods or General Services.

For state agencies, Professional/Technical (P/T) Services must be related to the goods or services purchased from this Contract and is limited to $50,000 per project. Based on the size, scope and complexity of a project, the State’s Authorized

Representative may approve dollar limits exceeding $50,000 per project. This may require a separate work order contract defining the PT scope of work.

Ten percent (10%) of the cost of each P/T deliverable will be withheld by the State. The retainage will be held by the State until the P/T deliverable has been reviewed by the head of the agency entering into the Contract and the head of the agency has certified that the Contractor has satisfactorily fulfilled the terms of the Contract.

42. Hazardous Substances.
To the extent that the goods to be supplied to the State by the Contractor contain or may create hazardous substances, harmful physical agents, or infectious agents, as set forth in applicable State and federal laws and regulations, the Contractor must provide the State with Material Safety Data Sheets regarding those substances. A copy must be provided upon request. Goods and containers supplied to the State must be labeled in compliance with state and federal laws, rules, and regulations.

These terms apply to goods supplied under this contract:

42.1 Products Containing Triclosan Banned. The Contractor must comply with Minn. Stat. § 145.945.

42.2 Products Containing Certain Types of Polybrominated Diphenyl Ether Banned. The Contractor must comply with Minn. Stat. § 325E.385-325E.388).

42.3 Coal Tar Sealant Use and Sale Prohibited. The Contractor must comply with Minn. Stat. § 116.202.

42.4 Products Containing Mercury. The Contractor must comply with Minn. Stat. 116.92.

42.5 Products containing PFAS. Amara's Law (Minn. Stat. § 116.943) will take effect in Minnesota January 1, 2025, and applies all products sold or distributed under the contract. The law prohibits the sale or distribution of some products with intentionally added PFAS within Minnesota.

43. IT Accessibility Standard.
Contractor acknowledges and is fully aware that the State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) and Section 508 which can be viewed at: https://mn.gov/mnit/government/policies/accessibility/.

The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software, products, or subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above-mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact or improve the product's or service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. Contractor warrants that its Products comply with the above-mentioned accessibility Standards and agrees to indemnify, defend, and hold harmless the State against any claims related to non-compliance of Contractor's Product with the above-mentioned accessibility Standards. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

44. Nonvisual Access Standards.
Pursuant to Minn. Stat. § 16C.145, the Contractor must comply with the following nonvisual technology access standards to the extent required by law:

- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired; and
- Executive branch state agencies subject to Section 16E.03, subdivision 9, are not required to include nonvisual technology access standards developed under this Section in contracts for the procurement of information technology.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

45. Survival of Terms.

The following clauses survive the expiration or cancellation of this Contract: Indemnification; State Audits; Government Data Practices; Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure. Any other Contract term that expressly states or by its nature shall survive, shall survive.

46. 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.

47. Terms and Conditions for Environmentally Preferred Products

47.1 Accurate Labeling of Environmentally Preferred Products (EPP).

47.1.1 Offeror must certify in writing that all claims made about the environmental attributes of the products they are offering are consistent with the Federal Trade Commission’s (FTC’s) Guidelines for the Use of Environmental Marketing Terms. In addition, Offerors may be required to provide documentation, at the request of the Purchasing Entity, demonstrating that the products offered meet the Environmental Specifications for this contract.

47.1.2 Over the life of the Master Agreement if awarded, the Offeror must label the environmental attributes of all environmentally preferable products (EPPs) per the Environmental Specifications below in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Purchasing Entity, the Offeror if awarded, must provide documentation that confirms each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the Environmental Specifications.

Exhibit B: Insurance Requirements

1. Notice to Contractor.

1.1 The Contractor is required to submit Certificates of Insurance acceptable to the State as evidence of insurance coverage requirements prior to commencing work under this Contract.

1.2 The Contractor shall not commence work under the contract until they have obtained all the insurance described below and the State has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of this Contract, unless otherwise specified in this Contract

1.3 The failure of the Contractor to provide a Certificate of Insurance, for the policies required under this Contract or renewals thereof, or failure of the insurance company to notify the State of the cancellation of policies required under this Contract shall not constitute a waiver by the State to the Contractor to provide such insurance.

1.4 The State reserves the right to immediately terminate this Contract if the Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the State, and copies of policies must be submitted to the State's Authorized Representative upon written request.

1.5 If the Contractor uses another entity, including but not limited to a dealer, reseller, or distributor (collectively referred to as "Contractor's reseller") to provide goods or services under this contract, the following terms apply:

1.5.1 Because the Contractor's reseller(s) are independently owned and operated, and maintain their own insurance, the Contractor's reseller's insurance coverage must be evidenced by its own Certificate of Insurance. The Contractor's reseller's Certificate of Insurance must meet all the insurance requirements and limits set forth in the Contract.

1.5.2 The Contractor shall collect, review, approve, and maintain the applicable Certificates of Insurance, including but not limited to General Liability, Auto Liability, Umbrella, Workers' Compensation, and Garagekeepers or Property of Others, for all Contractor's resellers that will be providing goods or services under this contract. The Contractor acknowledges compliance with this provision. The Contractor must provide copies of the dealers' insurance documentation to the State upon request.

1.5.3 If a claim is made against a Contractor's reseller, and the Contractor's reseller's insurance coverage did or does not cover the claim, the Contractor is responsible for the claim because the contract is with the Contractor. The Contractor must pay any uninsured claims out-of-pocket. The State may enforce the indemnity clause in the contract.

2. Notice to Insurer.

2.1 The Contractor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.

2.2 Insurance certificate holder should be addressed as follows:

State of Minnesota
50 Sherburne Avenue, Room 112
St. Paul, MN 55155

3. Additional Insurance Conditions. The following apply to the Contractor, or the Contractor's subcontractor:

3.1 Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State with respect to any claim arising out of Contractor's performance under this Contract.

3.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the State within five (5) business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State;

3.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;

3.4 If Contractor is self-insured, a Certificate of Self-Insurance must be attached;

3.5 Contractor's policy(ies) shall include legal defense fees in addition to its policy limits with the exception of professional liability.

3.6 Contractor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best.

3.7 An Umbrella or Excess Liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

4. Coverages. Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

4.1 **General Liability or Garage Liability Insurance.** The Contractor, or their Subcontractor, shall maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Contract.

General Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State. Insurance **minimum** limits are as follows:

$2,000,000 - Per Occurrence
$2,000,000 - Annual Aggregate
$2,000,000 - Annual Aggregate applying to Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal & Advertising Injury
- Blanket Contractual
- Products and Completed Operations
- **State of Minnesota Named as an Additional Insured**

4.2 **Automobile Liability or Garage Liability Insurance.** [Auto Liability insurance is only applicable if the contractor, contractor's employees, or subcontractors will be driving on state property or will be using, owned, hired, or non-owned vehicles to conduct business on behalf of the state.] The Contractor, or their Subcontractor, shall maintain insurance to cover liability arising out of the ownership, operation, use, or maintenance of all owned, non-owned and hired automobiles.

Auto Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on mobile equipment.

Garage Liability insurance is required for Contractors, or their Subcontractor, performing warranty or service work on autos or equipment attached to autos, including vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the State.

Insurance minimum limits are as follows: $2,000,000 - Per Occurrence - Bodily Injury and Property Damage Combined Single Limit

In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile.

Evidence of Subcontractor insurance shall be filed with the Contractor, or as directed by the State.

4.3 **Workers' Compensation Insurance.** Statutory Compensation Coverage. Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State, including Coverage B, Employer's Liability. Insurance **minimum** limits are as follows:

$100,000 – Bodily Injury by Disease per employee
$500,000 – Bodily Injury by Disease aggregate
$100,000 – Bodily Injury by Accident

If Minn. Stat. § 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements.

If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the State with a certificate of insurance.

4.4 **Network Security and Privacy Liability Insurance (or equivalent).** [Include this insurance requirement when there are technology-related risks (e.g., software licenses, subscription services, maintenance, and support services). Also, use when Contractor has access to not public data on state's network or on Contractor's network.] The coverage may be endorsed on another form of liability coverage or written on a standalone policy. Contractor shall maintain insurance to cover claims which may arise from failure of Contractor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

$2,000,000 per occurrence
$2,000,000 annual aggregate

Exhibit C: Specifications, Duties, and Scope of Work

1. Scope.

The Contractor may offer items in the following categories with the exception of the excluded contract items.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Exclusions.

The following is a list of mandatory State Contracts. Items that are available on the Contracts listed below are excluded from T-572(5) for State agencies. CPV members may use the Contract Vendor's entire catalog.

Category	Contract Release	Contract Description
Bags and Containers	B-298(5)	Bags: Polyethylene
Bags and Containers	B-351(5)	Bags: Compostable
Cleaning Supplies	C-252(5)	Cleaning Supplies and Floor Care Products
Cleaning Supplies	C-983(5)	Cleaning Compounds and Detergents for Dishwashing and Laundry Washers
Cleaning Supplies	C-983(5)	Cleaning Supplies: Miscellaneous
HVAC and Refrigeration	F-359(5)	Filters: Heating & Air Conditioning
Cleaning Supplies	R-454(5)	Wiping and Sorbent Materials
Communications	R-651(5)	800 MHz/UHF/VHF Radios
Communications	T-535(5)	Cellular Phones
Furniture	F-379(5)	Furniture: Seating, Systems, Office & Related Services (Office Chairs)
Furniture	F-464(5)	Refurbished System Furniture & Related Services
Miscellaneous	S-934(5)	GPS, Survey, and Mapping Equipment
Miscellaneous	T-533(5)	Tubing and Fittings (Steel)
Miscellaneous	T-740(5)	Tires
Miscellaneous	U-136(5)	Unmanned Aerial Vehicles
Office Supplies	O-86(5)	Office Supplies
Outdoor Equipment	F-352(5)	Flags
Paper Products	P-661(5)	Industrial Paper Products: Tissue, Towels, Napkins, and Wipers
Safety	A-224(5)	Body Armor
Safety	G-173(5)	Glasses: Safety Prescription
Safety	O-86(5)	First Aid Kits
Safety	S-851(5)	Safety Flares
Safety	T-537(5)	Traffic Signal Equipment & Replacement Parts
Safety	T-561(5)	Traffic Control Materials & Reflective Sheeting

Exhibit E: Pricing

1. Contract Pricing.

1.1 In General. Prices listed take into consideration all inherent costs of providing the requested goods and services. The Contractor agrees to pay any and all fees, including, but not limited to: duties, custom fees, permits, brokerage fees, licenses and registrations, government taxes, overhead, profit, parking permits, proper disposal of materials, insurance payments. The State will not pay any additional charges beyond the price(s) listed, unless otherwise provided for by law or expressly allowed by the Contract. Prices listed within Exhibit D are maximum prices. These maximum prices shall remain firm for the initial term of the Contract. The Price List may not include any additional terms or conditions. A unit price and a total for the quantity must be stated for each item quoted. Prices must be quoted in United States currency. Any increase to Contract pricing requires a duly executed amendment to this Contract. Contractor may provide lower pricing at its discretion without requiring a duly executed amendment to the Contract.

1.2 Discount-off List Pricing**.** Prices offered for equipment are a percent (%) discount from the Manufacturer's (Original Equipment Manufacturer – OEM) List Price or Dealer's List Price. The discount offered must remain firm, and may be increased, during the life of the Contract. After the initial term of the Contract, the manufacturer's or dealer's price list may be updated upon mutual agreement by the State and the Contractor through a fully executed amendment.

Product	Vendor Cost from Supplier	Discount-off List Offered	Computation	State Contract Price
XYZ Tablet	$300.00	3.5%	$300.00 – (300 x 0.035) = $289.50	$289.50

2. Installation Services.

The Contractor must not charge a separate fee for an installation or mounting service. The price for equipment, attachments, or options includes all installation and mounting costs.

3. Pricing Information.

The following discount structure is hereby attached and incorporated into this contract as follows:

Category	Minimum Discount Percentage
1. Janitorial Supplies, Equipment, and Sanitation Cleaning Chemicals	27%
2. Fasteners	27%
3. Material Handling	24%
4. Plumbing Equipment	28%
5. Power Sources	28%
6. Landscaping and Outdoor Supplies and Equipment	27%
7. Lamps, Lighting, Ballasts, and Equipment	35%
8. Heating, Ventilation, Air Conditioning (HVAC)	26%
9. Hand Tools	27%
10. Power Tools	27%
11. Electrical Supplies and Equipment	35%
12. Paint and Related Supplies	23%
13. Security	28%
14. Safety	28%
15. Other	5%

4. Prompt Payment Discount.
Contractor's payment terms are Net 30 Days.

5. Delivery.
Contractor must deliver the ordered goods 3 Days for stock items items, after receipt of order (ARO).

6. Transportation.
All prices must be FOB Destination, prepaid, and allowed (with freight included in the price), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations, in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order.

Additional shipping charges for oversized or overweight items that require special shipping are allowed but must be identified at time of quote.

7. Taxes.
Do not add sales tax to the prices being offered. State Agencies hold a Direct Payment Authorization Letter which is used to pay applicable taxes directly to the Department of Revenue. Contractors may go to http://www.revenue.state.mn.us to learn about the applicable sales tax (search "Fact Sheet 142").

Exhibit E, Supplement 1
Sample Invoice and Quote

Attached is a sample invoice and quote.

Contractor is required to use the sample quote and sample invoice for all transactions under this Contract. Contractor may not materially change either document unless the change has been approved in writing by the State's Authorized Representative. Contractor may not modify the sample quote or sample invoice to provide less detail regarding purchases under this Contract. Contractor hereby waives the right to enforce any term in either sample which contradicts or modifies any term of the solicitation or any Contract that may result, including subsequent amendments to the Contract, or would result in an unencumbered expense if enforced against the state or its CPV members. The State anticipates the sample quote and sample invoice will contain, at a minimum:

- Customer name
- State Contract number field
- Item/service description
- Item quantity or service hours
- List price
- Contract discount
- Price after discount

Exhibit E, Supplement 1 Sample Quote

MSC

QUOTE

Order Online ▸

Line	Item#	Big Book® Page #	Qty.	Unit Price	Ext.Price
1	11775327	none	1	$381.29	$381.29

Description: 50.7OZ BRIGHT AUTO FOAM SOAP DISP

Total Quote Value: $381.29

Quote # 28939404

Customer Reference #

Quoted by:	128 KARI HOOVER *X5135 HBU6
Phone:	800-645-7270
Expiration Date:	01/08/2025
Number of lines:	1
Quote total:	$381.29

Customer Info

Contact: **ANDREW LAIS**

Phone: **999-999-9999**

Bill To:

PLANT MANAGEMENT DIVISION

50 SHERBURNE AVE

SAINT PAUL, MN 55155

Ship To: **04143114**

FACILITY MANAGEMENT

691 ROBERT ST N

SAINT PAUL, MN 55101

Thank you for allowing us the opportunity to quote your requirements.
Quoted price will only be reflected on web in the shopping options section under quotes.

If you have any questions or concerns, please contact our Customer Service Representatives toll-free at 1-800-645-7270 or email us at customercare@mscdirect.com.
Customer Service hours are Monday through Friday 7am-11pm ET and Saturday 8am-5pm ET.

To search, order or learn more about MSC, log on to www.mscdirect.com.

Exhibit E, Supplement 1 Sample Invoice

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.

MSC

Invoice Reprint

BILL TO:

PLANT MANAGEMENT DIVISION

50 SHERBURNE AVE

TAXABLE

SAINT PAUL, MN 55155

Customer Account #:000004015156

Order #: 241457567

SHIP TO:

PLANT MANAGEMENT

691 ROBERT ST N

SAINT PAUL, MN 55101

Ship To #: 000007157795

Invoice Summary - 92870508 07/22/2024	
Packing Slip# 9287050	Total: $1,365.44
	Invoice total: $1,365.44

PURCHASE ORDER #: G0209.3000018454 | **PACKING SLIP** # 9287050

Contact: ANDREW LAIS

Order Date: 07/16/2024

Shipped Via: UPS GROUND

Payment Method: Open Account

Invoice Date: 07/22/2024

Invoice Type: OPEN ACCOUNT - N/30

Invoice #: 92870508

Due Date: 08/21/2024

MSC Item/ Your Item	Qty. Ordered	Qty. Shipped	Back Ordered	Price	Discount	Sub Total	Comments
11775327	4	4		$426.70	.200	$1,365.44	

Description: 50.7OZ BRIGHT AUTO FOAM SOAP DISP	
Merchandise Subtotal:	$1,365.44
Shipping, Handling & Surcharge:	$.00
Sales Tax:	$.00
Total:	$1,365.44

Please remit to:

MSC INDUSTRIAL SUPPLY CO.

P O Box 953635

St. Louis, MO 63195-3635

If you have any questions or concerns about your order, please contact our Customer Service Department toll-free at 1-800-645-7270. General customer service is available Monday through Friday 7am-11pm ET and Saturday 8am-5pm ET.

You can also visit Customer Support on the web, or email us at Customer Service
To search, order or learn more about MSC, log on @ www.mscdirect.com.

This purchase is governed exclusively by MSC's Terms and Conditions that can be found in MSC's current catalog and at www.mscdirect.com. MSC's acceptance of your order is predicated on your assent to MSC's Terms and Conditions, unless you have entered into a separate product purchase agreement with MSC that continues to be in effect on the date of your order. Such agreement, depending upon its terms, may supersede MSC's Terms and Conditions.

Exhibit F: Authorized Dealers/Distributors

LMN Ventures, Inc.
286 Mackubin Street #2
St. Paul, MN 55103
VENDOR NO.: 0000230578
CUSTOMER SERVICE: Lisa Needels
PHONE: 651.324.5120
EMAIL: sales@lmnventures.com

Exhibit G: MSC's Industrial Vending Solution Letter of Understanding

BUILT TO MAKE YOU BETTER™

MSC's Industrial Vending Solution Enterprise Level

Letter of Understanding

PREPARED FOR

State of Minnesota

Industrial Vending Solutions

1. This Letter of Understanding ("LOU") is entered into as of the last date signed below ("Effective Date") between the STATE OF MINNESOTA ("CUSTOMER") and Sid Tool Co. Inc. d/b/a MSC Industrial Supply Co. ("MSC"). This LOU governs the parties' business relationship with respect to the purchase of goods identified on the item plan ("Products") made through the ("Equipment") (defined herein) provided by MSC, including MSC's implementation of an Inventory Management Solutions Program ("Program"), at those Customer locations listed in Exhibit A of this Letter of Understanding (defined herein) desiring to participate in the Program (each a "Participating Location").
2. CUSTOMER and MSC will work together to develop and optimize the item plan in order to support an efficient implementation of the Program. Critical to the item plan are the part numbers, descriptions, and estimated monthly usages for each Item to be managed in the program. Except as may otherwise be approved by MSC, all Products designated for the Equipment must be purchased from MSC. In addition, only MSC Catalog Items can be maintained in the Equipment. MSC will abide by the pricing contained in State of Minnesota Contract No. 141527.
3. Each Participating Location that desires to have Equipment installed will sign off on an Enterprise Site Specific Addendum, in the form of Exhibit A, subject to MSC's written approval. Exhibit B sets forth specific technical requirements related to the Equipment that the Participating Location is responsible for providing and arranging for at no cost to MSC will be provided prior to installation.
4. MSC retains ownership of all Inventory Management Software and Equipment. CUSTOMER will repair or replace damages incurred to the Equipment by Customer (including any damage caused by CUSTOMER's electrical systems and telecommunications systems) and will cover the Equipment under CUSTOMER's property insurance, if any. MSC will not be responsible for any loss, damage, expense or claim incurred by CUSTOMER arising out of CUSTOMER'S use of the Equipment, unless such loss, damage, expense or claim is caused by MSC. MSC is responsible for maintenance and normal wear and tear of the Equipment.
5. Equipment is not designed to store or dispense products that are flammable, combustible, corrosive, reactive, explosive, or toxic (hereafter "Hazardous Material Products"). MSC does not recommend CUSTOMER place any Hazardous Material Products into the Equipment and has provided CUSTOMER with adequate notice and warning against taking any such actions. Any placement of Hazardous Material Products in the Equipment is done so at CUSTOMER'S sole risk. CUSTOMER is responsible for obtaining any required permits or approvals.
6. CUSTOMER will be responsible for its own willful or negligent acts and behavior and the results thereof. Customer's liability is governed by the Minnesota Tort Claims Act, §3.736.
7. Notwithstanding anything to the contrary in the Master Agreement (as defined herein), either party (or, as applicable, a Participating Location) may cancel this LOU in whole or as to a specific Participating Location for any reason or without cause. Cancellation of this LOU by itself will not be treated as a cancellation of a Master Agreement. In such case, both parties will give the other party a minimum of 30 days written notice prior to cancellation. Removal of the Equipment will be completed within 60 days of the cancellation date. Notices of cancellation can be submitted to MSC by emailing address provided on Exhibit A.
8. MSC technical personnel may remotely access the Equipment for troubleshooting and helpdesk support without the need for any on-site action by CUSTOMER (or, as applicable a Participating Location). MSC personnel will also remotely and systematically manage and apply software patches and virus updates to the Equipment. There will be no need for MSC to obtain advance approval from CUSTOMER (or, as applicable a Participating Location) in order for MSC to access MSC's Equipment remotely. Additionally, there will be no need for the parties to formally amend this Agreement in order for MSC to implement any changes to MSC's Equipment, whether by remote access or otherwise.
9. This LOU and the Participating Addendum State of Minnesota Contract No. 141527 entered into between the parties on October 1, 2018 (herein "Master Agreement") are the entire agreement between the parties with respect of the subject matter of this LOU, supersede all prior negotiations and understandings and can only be modified by a writing signed both parties. Master Agreement will apply to the extent the Master Agreement conflicts with this LOU, unless expressly noted otherwise in this LOU. All pricing under the Master Agreement will apply to Products purchased under this LOU.
10. Subject to the terms and conditions of this LOU, MSC hereby grants to CUSTOMER a non-transferable, nonexclusive, royalty-free, fully paid-up right to access and use all information and data provided or made available

by MSC or generated through CUSTOMER'S use of the Equipment ("MSC Data") for the sole purpose of executing the Program using the Inventory Management Software and Equipment. CUSTOMER represents, warrants, acknowledges and agrees that MSC has and will retain all right, title and interest, and all ownership, in and to the Software and the MSC Data, including but not limited to all patent, copyright, trade secret, proprietary and other intellectual property rights therein, and any modifications and/or derivative works thereof. CUSTOMER will not take any action that might impair or challenge in any way any right, title or interest of MSC in any such intellectual property rights. CUSTOMER must not alter or remove MSC trade names, trademarks or copyright notices and any other proprietary notices or trademarks from the Software or the MSC Data.

State of Minnesota	**Sid Tool Co. Inc. d/b/a MSC Industrial Supply Co.**
Authorized Representative Signature	National Account Manager Signature
Name Printed	Name Printed
Title	Title
Date Signed	Date Signed

BUILT
TO MAKE
YOU BETTER™

MSC's Industrial Vending Solution
Letter of Understanding *Exhibit A*
Enterprise Site Specific Addendum

PREPARED FOR

Participating Site Name

State of Minnesota

City, State

OFFER VALID UNTIL [DATE]

MSC | BUILT TO MAKE YOU BETTER™

Site Level Letter of Understanding

1. By signing below, MSC and the Participating Location agree that MSC will install the following Equipment at the facility located at: Site Name, Address, City, State Zip

QTY	MODEL	DESCRIPTION

2. The use of the Equipment will be governed by the terms and conditions contained in the Letter of Understanding of _______ and Master Agreement between CUSTOMER and Sid Tool Co. Inc. d/b/a MSC Industrial Supply Co. (hereafter, "MSC"). Capitalized terms used herein shall have the meaning ascribed to them in the LOU.
3. Participating Location and MSC will work together to develop and optimize the item plan in order to support an efficient implementation of the Program. Critical to the Item plan are the part numbers, descriptions, and estimated monthly usages for each Item to be managed in the program. Except as may otherwise be approved by MSC, all Products designated for the Equipment must be purchased from MSC. MSC will abide by the pricing contained in State of Minnesota Contract No. 141527.
4. At implementation, MSC will assist Participating Location in determining the optimal location of the Equipment. Participating Location will be responsible for the placement of the Equipment at Participating Location's desired location. Participating Location shall only place Equipment indoors and in a dry environment, away from any moisture and corrosive elements. CUSTOMER assumes full responsibility of the Equipment upon acceptance of delivery. Participating Location is responsible for inspecting crates containing Equipment to ensure that is no visible damage. Notices of cancellation can be emailed to: (address to be added)
5. Participating Location may not assign, encumber, relocate, remove, dispose, or attempt to sell or transfer any Equipment without MSC's written consent. Any removal of the Equipment will require Participating Location to transfer the Equipment to a loading dock for transport. MSC will be responsible for coordinating the removal or relocation of the Equipment and for transporting the Equipment once loaded onto an MSC designated carrier.
6. Exhibit B sets forth specific technical requirements that CUSTOMER must provide and arrange for at no cost to MSC.
7. Equipment is not designed to store or dispense products that are flammable, combustible, corrosive, reactive, explosive, or toxic (hereafter "Hazardous Material Products"). MSC does not recommend CUSTOMER place any Hazardous Material Products into the Equipment and has provided CUSTOMER with adequate notice and warning against taking any such actions.

State of Minnesota

____
Authorized Representative Signature

____
Name Printed

____
Title

____
Date Signed

Sid Tool Co. Inc. d/b/a MSC Industrial Supply Co.

____
Authorized Manager Signature

____
Name Printed

____
Title

____
Date Signed

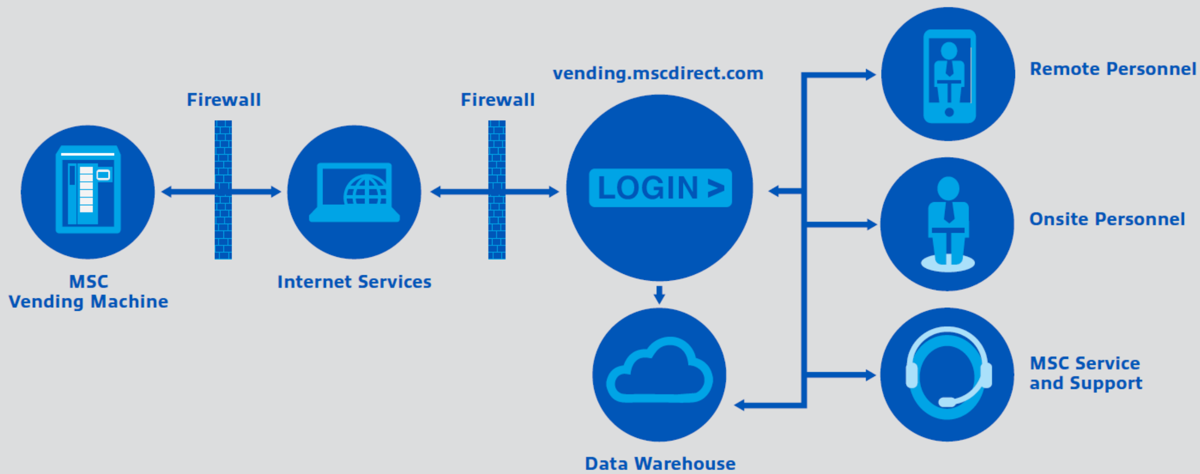
Exhibit B: Inventory Management Network & Power Requirements for Vending Solutions

MSC | BUILT TO MAKE YOU BETTER™

Getting Started

MSC Inventory Management Network and Power Requirements for Vending Solutions

Each web-enabled MSC vending unit collects transactional data and transmits it back to our site located at vending.mscdirect.com. All communications between the vending unit and our site is encrypted using SSL. To operate a vending unit and access your inventory data, the following network and power requirements are needed:



1

Dedicated Ethernet Connection

- Using Category 5 cabling or better, within 15 feet of all main unit locations
- Customer is responsible for providing patch cable from the wall

2

Clean, Uninterrupted 110V Power Supply

- No more than 3 amps at one time per point of use

3

Hardwired Connection to the Internet

- Unrestricted Internet access via TCP/IP Port 443
- Firewalls are encouraged
- Equipment supports DHCP or static IP addressing
  - — For static IP addressing, provide: IP, subnet mask, gateway and DNS entries
  - — A list of IP addresses needed for connectivity can be provided upon request for additional

4

Access to MSC's secure web portal to view your inventory data

- Uninterrupted Internet access is required using one of the most current web browsers for complete functionality