

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT
Led by the State of Washington

Master Agreement #: 05316

Contractor: **SNAP-ON INDUSTRIAL**
(A DIVISION OF IDSC HOLDINGS LLC)

Participating Entity: **STATE OF IOWA**

Vehicle Lifts and Garage Associated Equipment are included in this contract portfolio. This contract includes Federal Transit Administration (FTA) and Buy America Certified products.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Vehicle Lifts and Garage Associated Equipment led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of **IOWA**. Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

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Contractor

Name:	Bobby Draper
Address:	2801 80 th Street, Kenosha, WI 53143
Telephone:	(985) 807-3111
Fax:	(425) 984-9014
Email:	robert.l.draper@snapon.com

Participating Entity

Name:	Julie Janssen
Address:	Hoover Building, 3 rd Floor, 1305 E Walnut Street, Des Moines, Iowa 50319
Telephone:	515-281-5602
Fax:	15-725-2064
Email:	Julie.Janssen@iowa.gov

4. Participating Entity Modifications Or Additions To The Master Agreement

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

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

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

A. Delivery: FOB Destination Freight Prepaid.

B. Administrative Fee: Contractor shall pay a one percent (1%) administrative fee to the State of Iowa. The fee shall be submitted quarterly and shall be based on the total net (gross sales minus credits) sales made within the State of Iowa under this PA, paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

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Send to:

State of Iowa

Department of Administrative Services - Central Procurement and Fleet Enterprise

Attention: DAS – CPFSE COO

1305 E. Walnut St.

Des Moines, IA 50319

- C. Quarterly Usage Reporting Requirement: Quarterly usage reports must be submitted to NASPO ValuePoint and the Master Agreement Administrator. Refer to *Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions* for usage reporting requirements. The initiation and submission of the quarterly reports are the responsibility of the OEM. There will be no prompting or notification provided by the Master Agreement Administrator. Failure to comply with this requirement may result in Master Agreement cancellation. Quarterly reports must coincide with the quarters in the fiscal year as outlined below:

<i>For Calendar Quarter Ending</i>	<i>Sales Report Due</i>
<i>June 30</i>	<i>July 30</i>
<i>September 30</i>	<i>October 30</i>
<i>December 31</i>	<i>January 30</i>
<i>March 31</i>	<i>April 30</i>

Contractor shall provide an electronic detailed quarterly report on ALL sales made under this Contract via e-Mail to the Iowa Department of Administrative Services, Central Procurement. Attention: Issuing Officer Name Julie Janssen email Julie.Janssen@iowa.gov. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, full product description, SKU Numbers, quantity, invoice number, product

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description, product item number, quantity, unit and extended invoices unit and extended invoice prices.

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

Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.

The Contractor, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Contract.

In the event Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract, Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Contract to the contrary, Contractor's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this

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Contract and the State may cancel, terminate, or suspend, in whole or in part, this Contract. The State may further declare Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

- E.** Payment Terms NET 60: Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
- F.** Non Exclusivity: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict state and other governmental entities from acquiring similar, equal or like goods and/or services from other contracted entities or sources.
- G.** Insurance Obligation: During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
- a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General liability Insurance(and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' In the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.
- H.** Contract Effective Dates: This PA is effective upon final signature of all parties, and shall be coterminous with Master Agreement.



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5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

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

Participating Entity: STATE OF IOWA DAS CENTRAL PROCUREMENT & FLEET ENTERPRISE	Contractor: Snap-on Industrial, a division of IDAC Holdings LLC
Signature: 	Signature: 
Name: Julie Janssen	Name: Bart A. Wignall
Title: Purchasing Agent III	Title: V.P. North American Sales + Critical Industry
Date: 12-13-2018	Date: 12-13-18

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	907 723-3360
Email:	tfosket@naspovaluepoint.org

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