



**Participating Addendum N-2024-TOOL-0003
for PROFESSIONAL GRADE TOOLS &
DIAGNOSTIC EQUIPMENT
between
the STATE OF ALASKA
and
SNAP-ON INDUSTRIAL,
A DIVISION OF IDSC HOLDINGS LLC**

This Participating Addendum is entered into by **the State of Alaska** (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-818-900, executed by Contractor and the State of Oklahoma for Professional Grade Tools & Diagnostic Equipment (“Master Agreement”):

Snap-on Industrial, A Division of IDSC Holdings LLC (“Contractor”)
2801 80TH Street
Kenosha, WI 53143

PARTICIPATING ADDENDUM CONTACTS.

Contractor’s contact for this Participating Addendum is:

Jeff Gaskill
Snap-on Industrial, A Division of IDSC Holdings LLC
IndContractAdmin@snapon.com
262-656-4762

Participating Entity’s contact for this Participating Addendum is:

Guillermo Castillo
Center Manager / Contracting Officer III
guillermo.castillo@alaska.gov
1-907-795-6298

I. TERM. This Participating Addendum is effective as of the date of the last signature below or 02/15/2024, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

II. PARTICIPATION AND USAGE.

This Participating Addendum may be used by all state agencies, political subdivisions, federally recognized tribes, and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

III. GOVERNING LAW. The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity’s laws.

IV. SCOPE. Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.

- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ninety (90) calendar days of the amendment’s effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor’s participating addenda with other participating entities or Contractor’s Master Agreement with the Lead State.

Participating Addendum Number Addendum N-2024-TOOL-0003 for Professional Grade Tools & Diagnostic Equipment



Between the State of Alaska and Snap-on Industrial, A Division of IDSC Holdings LLC

V. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order, along with the contact name and information for the purchasing entity. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

VI. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

a. **Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and “Cc” the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel format) which will list the following information at the minimum: Purchasing Entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter (the State of Alaska operates on a fiscal calendar of July 1- June 30).

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

b. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

- i. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- ii. Administrative fee checks shall be submitted to:

**State of Alaska
Department of Administration
ATTN: Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214**

- iii. The administrative fee shall be included as an adjustment to Contractor's Master Agreement pricing and shall not be separately invoiced or charged to the Participating Entity.
- iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- v. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15

vi. If the contractor decides to make payment via ACH, this information can be obtained via email upon request from the Participating Entity contact.



Between the State of Alaska and
Snap-on Industrial, A Division of IDSC Holdings LLC

- c. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

VII. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

VIII. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Jeff Gaskill
Snap-on Industrial, A Division of IDSC Holdings LLC
IndContractAdmin@snapon.com
262-656-4762

For Participating Entity:

Guillermo Castillo
Center Manager / Contracting Officer III
guillermo.castillo@alaska.gov
1-907-795-6298

IX. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT. Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspoalaska.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR: <small>DocuSigned by:</small>	PARTICIPATING ENTITY: State of Alaska <small>DocuSigned by:</small>
Signature: <i>Andrew Lobo</i> <small>E06ED9D07EAF40B...</small>	Signature: <i>Guillermo Castillo</i> <small>F3201A8D0AC04C...</small>
Printed Name: Andrew Lobo	Printed Name: Guillermo Castillo
Title: President, Industrial Division & Vice President, IDSC Holdings LLC	Title: Contracting Officer III
Date: 3/22/2024	Date: 3/26/2024

Certificate Of Completion

Envelope Id: 706D189B32584BA69DC7BC1FFCD030CD	Status: Completed
Subject: Complete with DocuSign: STATE OF ALASKA NASPO VP PGT&DE PARTICIPATING ADDENDUM	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Carol L Connelly
Time Zone: (UTC-06:00) Central Time (US & Canada)	2801 80th St
	Kenosha, WI 53140
	Carol.L.Connelly@snapon.com
	IP Address: 76.58.178.72

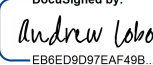
Record Tracking

Status: Original	Holder: Carol L Connelly	Location: DocuSign
3/22/2024 2:44:46 PM	Carol.L.Connelly@snapon.com	

Signer Events

Andrew Lobo
 Andrew.R.Lobo@snapon.com
 President, Snap-on Industrial
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 EB6ED9D97EAF49B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 76.58.178.71

Timestamp

Sent: 3/22/2024 2:55:59 PM
 Viewed: 3/22/2024 4:09:30 PM
 Signed: 3/22/2024 4:09:41 PM

Electronic Record and Signature Disclosure:
 Accepted: 3/22/2024 4:09:30 PM
 ID: cb02af36-9358-4bd1-98ca-8af7ff8d6756

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/22/2024 2:55:59 PM
Certified Delivered	Security Checked	3/22/2024 4:09:30 PM
Signing Complete	Security Checked	3/22/2024 4:09:41 PM
Completed	Security Checked	3/22/2024 4:09:41 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Snap-on Incorporated - Franchise (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Snap-on Incorporated - Franchise:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.w.thomson@snapon.com

To advise Snap-on Incorporated - Franchise of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.w.thomson@snapon.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Snap-on Incorporated - Franchise

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to michael.w.thomson@snapon.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Snap-on Incorporated - Franchise

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to michael.w.thomson@snapon.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Snap-on Incorporated - Franchise as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Snap-on Incorporated - Franchise during the course of your relationship with Snap-on Incorporated - Franchise.

Certificate Of Completion

Envelope Id: 268F386DE3B749E9B8892F138CF6A6E6	Status: Completed
Subject: Complete with DocuSign: AK NASPO VP PGT&DE PA SIGNED 22MAR24.pdf	
Source Envelope:	
Document Pages: 7	Signatures: 1
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped Stamping: Disabled	Guillermo Castillo
Time Zone: (UTC-09:00) Alaska	PO Box 110206
	Juneau, AK 99811
	guillermo.castillo@alaska.gov
	IP Address: 136.226.57.1

Record Tracking

Status: Original	Holder: Guillermo Castillo	Location: DocuSign
3/26/2024 1:46:19 PM	guillermo.castillo@alaska.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: State of Alaska	Location: DocuSign

Signer Events

Guillermo Castillo
 guillermo.castillo@alaska.gov
 Contracting Officer III
 State of Alaska, DOA, OPPM
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 F3291A8B9AC04C4...
 Signature Adoption: Pre-selected Style
 Using IP Address: 72.35.121.74

Timestamp

Sent: 3/26/2024 1:47:16 PM
 Viewed: 3/26/2024 1:51:05 PM
 Signed: 3/26/2024 1:52:38 PM

Electronic Record and Signature Disclosure:

Accepted: 1/19/2023 4:08:02 PM
 ID: 17ddc016-4fbd-4c34-a10f-f4b2432d123d
 Company Name: State of Alaska

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	3/26/2024 1:47:16 PM
Certified Delivered	Security Checked	3/26/2024 1:51:05 PM
Signing Complete	Security Checked	3/26/2024 1:52:38 PM
Completed	Security Checked	3/26/2024 1:52:38 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read this Electronic Records and Signature Disclosure (ERSD). It concerns your rights regarding electronically undertaking, and the conditions under which you and the State of Alaska agree to electronically undertake, the transaction to which it relates (the “TRANSACTION”).

Consent to Electronically Undertake the TRANSACTION

You can electronically undertake the TRANSACTION only if you confirm that you meet the following requirements by selecting the box next to “I agree to use electronic records and signature” (the “AGREE BOX”):

1. you can fully access and have read this ERSD;
2. you can fully access all of the information in the other TRANSACTION records;
3. you can retain all of the TRANSACTION records in a form that you will be able to fully access for later reference;
4. you consent to undertake the TRANSACTION electronically; and
5. you are authorized to undertake the TRANSACTION. (Please note that falsely undertaking the TRANSACTION may subject you to civil liabilities and penalties and/or to criminal penalties.)

If you cannot or are not willing to confirm each of these five things, do not select the AGREE BOX.

Withdrawing Consent

If you select the AGREE BOX, you can withdraw your consent to electronically undertake the TRANSACTION at any time before you complete the TRANSACTION: simply do not finalize it. The only consequence of withdrawing your consent is that you will not finalize the TRANSACTION.

If you select the AGREE BOX, your consent will apply only to this TRANSACTION. You must separately consent to electronically undertake any other transaction with the State of Alaska.

Paper Option for Undertaking the TRANSACTION

You may undertake the TRANSACTION with the State of Alaska using paper records. (State of Alaska employees who want to undertake the TRANSACTION in paper should contact the agency responsible for the TRANSACTION.) Print the paper records on the website of the State of Alaska agency responsible for the TRANSACTION, or request them from the agency. The State of Alaska homepage is at <http://alaska.gov/>.

Copies of TRANSACTION Records

After completing the TRANSACTION but before closing your web browser, you should download the TRANSACTION records. Or you can download the records within 30 days after

completing the TRANSACTION using the link in the DocuSign email sent to the email address you used to complete the TRANSACTION. The State of Alaska will not provide a paper copy of the TRANSACTION records as part of the TRANSACTION. Under the Alaska Public Records Act (APRA), AS 40.25.100–.295, you can request a copy from the agency responsible for the TRANSACTION, but if too much time has passed, the agency may no longer have the records when you make your request. If required under the APRA, the agency will charge a fee.

Required Hardware and Software

For the minimum system requirements to electronically undertake the TRANSACTION, including accessing and thereby retaining the TRANSACTION records, visit <https://support.docusign.com/guides/signer-guide-signing-system-requirements>. These requirements may change. In addition, you need access to an email account.

How to Contact the State of Alaska

To ask a question on this ERSD or the DocuSign document generated after you complete the TRANSACTION or on using DocuSign to electronically undertake the TRANSACTION, contact the Alaska Department of Administration at either of the following addresses:

State of Alaska
Department of Administration
550 West 7th Avenue
Suite 1970
Anchorage, AK 99501
Reference: DocuSign

doa.commissioner@alaska.gov
Subject: DocuSign

To ask any other question on the TRANSACTION records or to update the information for contacting you electronically, contact the State of Alaska agency responsible for the TRANSACTION using the contact information in the TRANSACTION records or, if those records contain no contact information, using the contact information on the agency's website. Again, the State of Alaska homepage is at <http://alaska.gov/>.