

**Participating Addendum**  
**PSX #23PSX0255**

This Participating Addendum is made by and between the State of Connecticut acting by its Department of Administrative Services ("DAS" or "Participating Entity"), in accordance with sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, and IDSC Holdings, LLC d/b/a Snap-on Industrial, a division of IDSC Holdings, LLC ("Contractor").

The Contractor and DAS agree as follows:

1. DAS and the Contractor shall be bound by the terms of a certain National Association of State Procurement Officials ("NASPO") Master Agreement number OK-MA-818-900 entered into between the Contractor and the State of Oklahoma, dated February 15, 2024 (the "Master Agreement") for the purchase of professional grade tools and diagnostic equipment. Notwithstanding the foregoing, the Master Agreement and the rights and obligations of the DAS and the Contractor are in accordance with the provisions in this Participating Addendum.
2. The Master Agreement, attached to this Participating Addendum as Exhibit 1 and as modified by this Participating Addendum, binds DAS and Contractor, but only for purposes of enabling DAS to contract for professional grade tools and diagnostic equipment from Contractor and not to contract for any other purpose.
3. The Contractor and DAS are not bound to any terms of the Master Agreement that exclusively relate to any modifications to the Master Agreement dated after the date of this Participating Addendum.
4. For purposes of this Participating Addendum, references in the Master Agreement to the State of Oklahoma shall be interpreted to mean DAS.
5. The following sections of the Master Agreement shall not apply to DAS or the State of Connecticut:
  - (a) Sections 3.D and 3.E (Summary), page 3, **Contract Documents and Master Agreement Order of Precedence** are deleted in their entirety.
  - (b) Section 5 (General Terms and Conditions), page 4, **Governing Law and Regulations** is deleted in its entirety.
  - (c) Sections 12.1 through 12.2.4 (NASPO Valuepoint Master Agreement Terms and Conditions), pp. 19-20, **General Indemnification and Intellectual Property Indemnification** are deleted in their entirety.
  - (d) Section 14.2 (NASPO Valuepoint Master Agreement Terms and Conditions), pp. 22-24, **Confidentiality, Non-Disclosure and Injunctive Relief** is deleted in its entirety.

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- (e) Subsection 14.8.3.3 (NASPO Valuepoint Master Agreement Terms and Conditions), **page 25 Defaults and Remedies**, is deleted in its entirety.
  - (f) Section 14.12 (NASPO Valuepoint Master Agreement Terms and Conditions), pp. 28-29, **Governing Law and Venue** is deleted in its entirety.
- 6. The Contractor shall comply with the Connecticut Standard Terms, which are attached as Exhibit 2. As used in this Participating Addendum, the capitalized word "Contract" is deemed to refer to this Participating Addendum and its exhibits.
  - 7. To the extent that DAS fails to meet its obligations under this Participating Addendum, the Contractor's exclusive remedies will be to seek redress against DAS in accordance with applicable Connecticut law, including the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
  - 8. To the extent that a Purchasing Entity or Client Agency (as defined below) fails to meet its obligations under this Participating Addendum concerning any act or failure to act relating to a purchase order that the Purchasing Entity or Client Agency issues against this Participating Addendum, the Contractor's exclusive remedies will be to seek redress against the Purchasing Entity or Client Agency in accordance with applicable Connecticut law, including, if applicable, the claims commissioner process set forth in Chapter 53 of the Connecticut General Statutes concerning claims against the State.
  - 9. Nothing in the Master Agreement as modified by this Participating Addendum shall be construed as a modification, compromise or waiver by DAS or the State of Connecticut of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State of Connecticut or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Master Agreement as modified by this Participating Addendum . To the extent that this section conflicts with any other section in the Master Agreement, this section shall govern.
  - 10. Any Purchasing Entity or Client Agency may issue purchase orders against this Participating Addendum. "Purchasing Entity" or "Client Agency" means any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in the State of Connecticut and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Participating Addendum.

**Participating Addendum**  
**PSX #23PSX0255**

11. Primary Contacts

Participating Entity

Name: State of Connecticut, Department of Administrative Services, Procurement Division

Address: 450 Columbus Blvd, Hartford, CT 06103

Contact: Greg Mooney

Telephone: 860-713-5755

Email: Gregory.mooney@ct.gov

Contractor:

Name: IDSC Holdings, LLC d/b/a Snap-on Industrial, a division of IDSC Holdings LLC

Address: 2801 80<sup>th</sup> Street, Kenosha, WI 53143

Contact: Jeff Gaskill

Telephone: :(262) 656-4762

Email: IndContractAdmin@snapon.com

12. Orders

Any order placed by a Client Agency shall be deemed to be a sale under and governed by the prices and terms of Exhibit 1, Master Agreement and this Participating Addendum.

All purchase orders shall contain the references "Master Agreement No.OK-MA-818-900" and "DAS Contract No.23PSX0255."

[Signature page follows]

The parties are executing this Participating Addendum on the date below their respective signatures.

IDSC HOLDINGS, LLC D/B/A SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC

By: 

Printed Name: Andrew Lobo

Title: President, Industrial Division & Vice President, IDSC Holdings LLC, d/b/a Snap-on Industrial, a division of IDSC Holdings, LLC

Date: 15 July 2024

STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES

By: 

Printed Name: Greg Mooney

Title: Contract Specialist

Date: 7/8/2024

APPROVED AS TO FORM  
STATE OF CONNECTICUT  
Office of the Attorney General

BY: \_\_\_\_\_

Name: Jeffrey Zeman

Title: Assistant Attorney General

Date:





# **OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT PROFESSIONAL GRADE TOOLS AND DIAGNOSTIC EQUIPMENT**

**Office of Management and Enterprise Services**

**Central Purchasing Division**

**2401 North Lincoln Boulevard**

**Oklahoma City, OK 73105**

**And**

**Snap-on Industrial, A division of**

**IDSC Holdings LLC**

**2801 80<sup>th</sup> Street**

**Kenosha, WI 53143**

Master Agreement Number: OK-MA-818-900

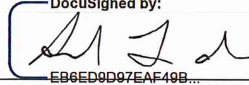
The Contractor identified below is hereby notified that a contract is being awarded to the Contractor in connection with Solicitation No. OK-MA-818, issued March 24, 2023.

**NOW, THEREFORE**, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Master Agreement to be duly executed and agree to terms contained herein.

**STATE OF OKLAHOMA**  
by and through the  
**OFFICE OF MANAGEMENT AND**  
**ENTERPRISE SERVICES**

**Snap-on Industrial, A Division of IDSC**  
**Holdings LLC**

By: Amanda L. Otis  
Amanda L. Otis (Feb 15, 2024 14:48 CST)  
Name: Amanda Otis  
Title: State Purchasing Director  
Date: 02/15/2024

By:   
EB6ED9D97EAF49B...  
Name: Andrew Lobo  
Title: President, Snap-on Industrial  
Date: 2/15/2024

*\*The person signing for Contractor hereby swears and affirms that he or she is authorized to act on Contractor's behalf and acknowledges that the Lead State is relying on his or her representations to that effect.*

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT****SUMMARY**

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1. **Scope of Work Defined.** The purpose of this Master Agreement is to memorialize terms of the contract under which catalog discount options are provided for professional grade tools and diagnostic equipment for all Participating Entities in furtherance of the NASPO ValuePoint Cooperative Purchasing Program. The objective is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities.
2. **Categories of Products Offered.** This Master Agreement will offer the following categories of products: Professional Grade Tools and Diagnostic Equipment.
3. **Contract Documents and Master Agreement Order of Precedence.** Any Order placed under this Master Agreement is governed by and subject to the following contract documents, the terms of which are hereby incorporated:
  - A. Participating Entity's Participating Addendum ("PA");
  - B. Oklahoma NASPO ValuePoint Master Agreement;
    - i. Summary;
    - ii. General Terms, Conditions, and Instructions;
    - iii. Exhibit A, NASPO ValuePoint Master Agreement Terms and Conditions;
    - iv. Exhibit B, Scope of Work; and
    - v. Response, Cost Proposal, Discount Percentage Offered
  - C. A Purchase Order issued against the Master Agreement;
  - D. Request for Proposal; and
  - E. Attachment J, Contractor's Terms and Conditions Contained in Contractor's Response as Revised and Accepted by The Lead State.

These documents shall be read to be consistent and complementary. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and attached to this Master Agreement at Exhibit D; however, any conflict among contract documents shall be resolved by giving priority to documents in the order listed above.

**OKLAHOMA NASPO VALUEPOINT MASTER AGREEMENT****GENERAL TERMS AND CONDITIONS**

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1. **Period of Performance.** The initial term of this Master Agreement shall be from the date of award for two (2) years with the option to renew for up to three (3) additional one-year periods.
2. **Renewals.** Prior to any renewal, the Lead State shall subjectively consider the value of the Contract, the Supplier's performance and review of current pricing and discounts offered by Supplier. If it is determined changes to the Master Agreement are required as a condition precedent to renewal, the Lead State and Supplier will cooperate to evidence such required changes in an Addendum.
3. **Extensions.** The Lead State may extend the Master Agreement for ninety (90) days beyond a final renewal term. If exercised, the Lead State shall notify Supplier in writing prior to expiration date. The Lead State, and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Agreement pricing rate, to facilitate the finalization of terms and conditions of a new award or as needed for transition to a new Supplier.

4. **Contract Administrator.** The Lead State Contract Administrator identified below is the single point of contact in connection with this Master Agreement and all questions concerning the procurement process, contractual requirements, changes, and any other questions that may arise related to this Master Agreement. The Lead State Contract Administrator designated by the State of Oklahoma, OMES Central Purchasing is:

Lisa Bradley, Statewide Initiatives  
Contracting Officer State of Oklahoma,  
OMES Central Purchasing  
2401 N. Lincoln Blvd.,  
Oklahoma City, OK 73105  
[Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)  
Phone: 405-522-4480

5. **Governing Laws and Regulations.** The construction and effect of this Master Agreement is governed by the laws of the state of Oklahoma and venue for any claims or administrative or judicial action relating to such construction and effect including, but not limited to, the procurement process, evaluation and award shall be in Oklahoma County, Oklahoma.

The provisions governing choice of law and venue for issues arising after award and during contract performance are specified in section 35 of the NASPO ValuePoint Terms and Conditions of this Exhibit.

6. **Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

**EXHIBIT A**  
**NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS**



**I. Definitions**

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) corporation. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.

- 1.8 Order or Purchase Order** means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.
- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (*e.g.*, ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

## **II. Term of Master Agreement**

- 2.1 Initial Term.** The initial term of this Master Agreement is for two years. The term of this Master Agreement may be amended beyond the initial term for 3 additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance. The Lead State may, prior to execution, adjust the effective date or duration of the initial term or renewal period of any Master Agreement for the purpose of making the Master Agreement coterminous with others.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

### III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA");
  - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto;
  - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement;
  - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions;
  - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

### IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (*e.g.*, purchase order or contract) used by the Purchasing Entity to place the Order.



- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to [pa@naspovaluepoint.org](mailto:pa@naspovaluepoint.org) to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

## **V. NASPO ValuePoint Provisions**

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.
- 5.2 Administrative Fees**
- 5.2.1 NASPO ValuePoint Fee.** Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.
- 5.2.2 State Imposed Fees.** Some states may require an additional fee be paid by Contractor directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method, and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
- 5.3 NASPO ValuePoint Summary and Detailed Usage Reports**
- 5.3.1 Sales Data Reporting.** In accordance with this section, Contractor shall report to NASPO ValuePoint all Orders under this Master Agreement for which Contractor has invoiced the ordering entity or individual, including Orders invoiced to Participating Entity or Purchasing Entity employees for personal use if such use is permitted by this Master Agreement and the applicable Participating Addendum ("Sales Data"). Timely and complete

reporting of Sales Data is a material requirement of this Master Agreement. Reporting requirements, including those related to the format, contents, frequency, or delivery of reports, may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. NASPO ValuePoint shall have exclusive ownership of any media on which reports are submitted and shall have a perpetual, irrevocable, non-exclusive, royalty free, and transferable right to display, modify, copy, and otherwise use reports, data, and information provided under this section.

- 5.3.2 Summary Sales Data.** “Summary Sales Data” is Sales Data reported as cumulative totals by state. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Summary Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. If Contractor has no reportable Sales Data for the quarter, Contractor shall submit a zero-sales report.
- 5.3.3 Detailed Sales Data.** “Detailed Sales Data” is Sales Data that includes for each Order all information required by the Solicitation or by NASPO ValuePoint, including customer information, Order information, and line- item details. Contractor shall, using the reporting tool or template provided by NASPO ValuePoint, report Detailed Sales Data to NASPO ValuePoint for each calendar quarter no later than thirty (30) days following the end of the quarter. Detailed Sales Data shall be reported in the format provided in the Solicitation or provided by NASPO ValuePoint. The total sales volume of reported Detailed Sales Data shall be consistent with the total sales volume of reported Summary Sales Data.
- 5.3.4 Sales Data Crosswalks.** Upon request by NASPO ValuePoint, Contractor shall provide to NASPO ValuePoint tables of customer and Product information and specific attributes thereof for the purpose of standardizing and analyzing reported Sales Data (“Crosswalks”). Customer Crosswalks must include a list of existing and potential Purchasing Entities and identify for each the appropriate customer type as defined by NASPO ValuePoint. Product Crosswalks must include Contractor’s part number or SKU for each Product in Offeror’s catalog and identify for each the appropriate Master Agreement category (and subcategory, if applicable), manufacturer part number, product description, eight-digit UNSPSC Class Level commodity code, and (if applicable) EPEAT value and Energy Star rating. Crosswalk requirements and fields may be updated by NASPO ValuePoint with reasonable notice to Contractor and without amendment to this Master Agreement. Contractor shall work in good faith with NASPO ValuePoint to keep Crosswalks updated as Contractor’s customer lists and product catalog change.
- 5.3.5 Executive Summary.** Contractor shall, upon request by NASPO ValuePoint, provide NASPO ValuePoint with an executive summary that includes but is not limited to a list of states with an active Participating

Addendum, states with which Contractor is in negotiations, and any Participating Addendum roll-out or implementation activities and issues. NASPO ValuePoint and Contractor will determine the format and content of the executive summary.

**5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review**

**5.4.1 Staff Education.** Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

**5.4.2 Onboarding Plan.** Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

**5.4.3 Annual Contract Performance Review.** Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

**5.4.4 Use of NASPO ValuePoint Logo.** The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

**5.4.5 Most Favored Customer.** Contractor shall, within thirty (30) days of their effective date, notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreement or whose terms provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

**5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew, when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report

revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.

- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

## **VI. Pricing, Payment & Leasing**

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices must be guaranteed for the initial year of the Master Agreement.
- 6.1.2** Following the initial year of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least ninety (90) days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.
- 6.1.4** No retroactive adjustments to prices or rates will be allowed.
- 6.1.5** Contractor's offered discount percentage (%) off list must be guaranteed for the full contract term (5 years).
- 6.2 Payment.** Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order,

or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

- 6.3 Leasing or Alternative Financing Methods.** The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

## **VII. Ordering**

- 7.1 Order Numbers.** Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.
- 7.2 Quotes.** Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.
- 7.3 Applicable Rules.** Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- 7.4 Required Documentation.** Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.
- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.

- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:

  - 7.6.1** The services or supplies being delivered;
  - 7.6.2** A shipping address and other delivery requirements, if any;
  - 7.6.3** A billing address;
  - 7.6.4** Purchasing Entity contact information;
  - 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor;
  - 7.6.6** A not-to-exceed total for the products or services being ordered; and
  - 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.
- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

## VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

## IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.



- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertain whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.
- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

## **X. Warranty**

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.

- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

## **XI. Product Title**

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

## **XII. Indemnification**

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any willful misconduct or negligent act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
- 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the product, system or method is:
- 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates;
  - 12.2.1.2** specified by the Contractor to work with the Product;
  - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
  - 12.2.1.4** reasonably expected to be used in combination with the Product.
- 12.2.2** The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
- 12.2.3** The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party

may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

- 12.2.4** Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

### **XIII. Insurance**

- 13.1 Term.** Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.
- 13.2 Class.** Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.
- 13.3 Coverage.** Coverage must be written on an occurrence basis. The acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability (provided as broad as that which is provided by the Commercial General Liability coverage form), personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million each occurrence and \$2 million general aggregate;
- 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Notice of cancellation will be in accordance with policy provisions.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.

- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

#### **XIV. General Provisions**

##### **14.1 Records Administration and Audit**

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.

- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

**14.2 Confidentiality, Non-Disclosure, and Injunctive Relief**

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.

**14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

**14.2.1.2** Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

**14.2.1.3** Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

- 14.2.2 Non-Disclosure.** Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

- 14.2.2.1** Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.
- 14.2.2.2** Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.
- 14.2.2.3** Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.
- 14.2.2.4** Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.
- 14.2.3 Injunctive Relief.** Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.
- 14.2.4 Purchasing Entity Law.** These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.
- 14.2.5 NASPO ValuePoint.** The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO

ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identity of any entity seeking access to the Confidential Information described in this subsection.

- 14.2.6 Public Information.** This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

**14.3 Assignment/Subcontracts**

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.

- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.

- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for



Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.

**14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.

**14.8 Defaults and Remedies**

**14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:

**14.8.1.1** Nonperformance of contractual requirements;

**14.8.1.2** A material breach of any term or condition of this Master Agreement;

**14.8.1.3** Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading;

**14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

**14.8.1.5** Any default specified in another section of this Master Agreement.

**14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages.

**14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master

Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- 14.8.3.1** Any remedy provided by law;
- 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof;
- 14.8.3.3** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE;
- 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations;
- 14.8.3.5** Suspension of Contractor's performance; and
- 14.8.3.6** Withholding of payment until the default is remedied.

**14.8.4** Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

**14.9 Waiver of Breach.** Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

**14.10 Debarment.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily

excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement.

If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

#### **14.11 No Waiver of Sovereign Immunity**

- 14.11.1** In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.
- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

#### **14.12 Governing Law and Venue**

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.
- 14.14 Survivability.** Unless otherwise explicitly set forth in a Participating Addendum or Order, the terms of this Master Agreement as they apply to the Contractor, Participating Entities, and Purchasing Entities, including but not limited to pricing and the reporting of sales and payment of administrative fees to NASPO ValuePoint, shall survive expiration of this Master Agreement and shall continue to apply to all Participating Addenda and Orders until the expiration thereof.

## **EXHIBIT B SCOPE OF WORK**

This Scope of Work describes the Deliverables being sought through this RFP and the scope of what Suppliers will be expected to offer through a Master Agreement resulting from this RFP. The Scope of Work is intended to provide interested Offerors with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential data.

### **I. Master Agreement Objectives**

The State of Oklahoma, (Office of Management & Enterprise Services (OMES), Central Purchasing (Lead State) is requesting proposals for Professional Grade Tools, Diagnostic Equipment and accessories in furtherance of the NASPO ValuePoint Cooperative Purchasing Program.

The objective of this RFP is to obtain best value, competitive proposal requirements, and to receive collective volume purchasing by all government entities through the NASPO ValuePoint Cooperative Purchasing Program, which creates more favorable pricing than is obtainable by an individual state or local government entities.

### **II. Master Agreement Deliverables**

#### **1. Product Categories**

For the purpose of this RFP, there will be two product categories defined below which may be awarded. It is the intent to establish multiple awards throughout the categories, and all offerors are encouraged to compete in as many levels as possible. The State of Oklahoma reserves the right to eliminate any category not meeting full expectations from the final award.

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

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

## **2. Value Added Features**

The purpose of the Value-Added plan is to provide Offerors with an opportunity to identify any value-added options or ideas that may benefit the State(s) which may result in a change in either cost or scope. These options or ideas may also be referred to as additional or optional services. This area allows the Offeror to differentiate their products and services from other similar companies. Where applicable, the Offeror should identify:

- A.** What the State may have excluded or omitted from its original scope.
- B.** How these options or ideas have been successful through verifiable performance information and/or best value practices?

The Offeror should list any costs deviations and possible time impacts of its options or ideas. Any items which reflect additional costs should be listed separately and clearly defined. The ideas identified in this Value-Added Plan must NOT be included in the Offeror's original Cost Proposal. The Offeror should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this contract offering, and indicate how the items will increase or decrease cost and customer satisfaction. All Value-Added Plans must be submitted on Attachment L - Value Added Plan Template. There is a two (2) page limit for this section. This attachment will be included in the evaluation. No identifiable company information is to be included within the plan. These plans will be labeled Offeror A, B or C, or Offeror 1, 2, or 3 and rated blindly by the evaluation team.

## **III. Supplier Responsibilities and Tasks**

### **1. Service Level Requirements and Expectations**

#### **A. Reporting**

Periodic Reports identifying the Supplier's fill rate and performance against other metrics will be required at least annually.

#### **B. Service Fees**

The Supplier will not invoice service fees or additional costs to the Participating Entity during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except as Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, fuel charges or surcharges.

#### **C. Delivery**

Standard orders must be delivered to end users within 5 business days after receipt of order unless product is a special-order item. Rush orders to end users must be delivered next day after receipt of order.

Acceptable hours for deliveries vary by location, and some facilities do not accept palletized deliveries. It is the Supplier's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the order is placed.

**D. Response Time**

The supplier should respond to all communications no later than one business day.

**E. Fill Rate**

The Supplier should maintain a Fill Rate of at least 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. Supplier's failure to maintain a Fill Rate of 98% may result in further review.

**F. Invoice Accuracy**

The Supplier should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

**G. Non-Delivery**

After notification of impending short or out-of-stock items, Purchasing Entity may cancel balance of incomplete deliveries without penalty. Purchasing Entity may purchase shorted items that cannot be supplied by the Supplier by date required to the next awarded Supplier if this solicitation results in a multi-award situation.

**H. Overall Customer Satisfaction**

Supplier should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Purchasing Entity and should conduct such a survey upon request from the Lead State. Both the raw and analyzed survey results should be provided to the Lead State. The following includes some of the areas to be measured on the survey:

Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

**I. Payment Options**

Purchasing Entity will pay the Supplier by check, electronic funds transfer, or with the State(s) authorized P-card.

**J. Freight Policy**

All shipments should be F.O.B. Destination to the specified location, with inside delivery. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier will pay title and risk of loss or damage charges.

**K. Return of Product**

Any materials delivered in poor condition, or in excess of the amount authorized by the purchase order may, at the discretion of the Purchasing Entity, be returned to the Supplier at the Supplier's expense within 5 days. Credit for returned goods shall be made immediately once the Supplier receives the returned goods. If any product is returned to a Supplier for failure of performance, the Supplier will, at the State's discretion, refund all amounts paid to the Supplier for such product or replace the product, and the following shall apply:



1. Within five (5) days of written notification by the Purchasing Entity, the Supplier will make arrangements for the return of the product.
2. The Supplier shall bear all shipping and insurance costs.
3. Supplier shall be liable for damages to the product, unless caused by fault or negligence of the Purchasing Entity that occur during the return process.

**L. Returns Due to User Error**

Supplier shall provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly scheduled delivery time. Otherwise, Purchasing Entity may be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Supplier's nearest service location for such returns; no additional charges are allowed, including restocking fees.

Supplier shall issue a credit to Purchasing Entity's account as soon as items have been received by the Supplier.

**M. Price Verification**

The Supplier should be able to provide manufacturer price lists and its own price lists at the State's request in order for the State to verify pricing. The Supplier should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Supplier records in order to identify discrepancies. If discrepancies are found, at a minimum, the Supplier will refund the State the difference and may be subject to other legal remedies.

**N. Rebates**

Offerors should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

**O. Receiving Procedures and Order Inspection**

Purchasing Entity shall inspect and verify deliveries, upon receipt of order. Products shall be matched against the packing slip and order specifications. Any cases damaged during loading or delivery will be rejected. Supplier shall replace with like or acceptable product at no charge within two business days of notice.

**P. Disaster Recovery**

The State(s) expects the Supplier to have robust disaster recovery capabilities and procedures, to continue service in all aspects of its operations. Supplier shall provide a copy of such a plan in the response. A more detailed disaster/emergency plan must be completed and approved by the State within thirty (30) days of Contract award.

**Q. Catalogs**

Supplier shall have web-based catalog(s) and may deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Purchasing Entity upon request. Supplier should provide Lead State with an electronic copy of its most recent catalog within five (5) business days of publication.

**R. Supplier Outsourcing**

All suppliers outsourcing of products which are not currently listed in the supplier's catalog or on-line ordering system must be direct line extension products. "A product which has a similar item in an established and awarded product category, and supplier has a publicly recognized business partnership with the brand and/or manufacturer.

**2. Insurance**

Supplier shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Supplier shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

**A.** Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below:

(1) Commercial General Liability covering premises operations, independent Suppliers, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$5 million per occurrence.

(2) Supplier must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

**B.** Supplier shall pay premiums on all insurance policies. Supplier shall provide notice to a Participating Entity who is a state within five (5) business days after Supplier is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.

**C.** Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

**D.** Coverage and limits shall not limit Supplier's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

### **3. Ordering**

A. No minimum orders will be considered under this Contract. Please see the pricing attachment for value-added incentive volume discount request.

B. Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the Supplier's manufacturer/dealer for the basic equipment being purchased.

Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.

C. Any trade-in allowances determined by the Supplier shall be deducted from the established current price before the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance. (Only for those Purchasing Entities allowed to trade-in equipment for new equipment).

### **4. Changes in Supplier Contact**

The Supplier shall notify the Contracting Officer of any changes in the company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information of the Contract. The Contracting Officer shall be able to contact the Supplier at all times during business hours.

### **5. Contract Provisions for Orders Utilizing Federal Funds.**

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, 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. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

### **6. Warranty-Equipment/Options/Accessories/Attachments**

A. The Supplier agrees the products furnished under this Contract shall be covered by all commercial warranties the Supplier provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded by any other clause of this Contract.

B. The Supplier warrants that at the time of delivery, all equipment purchased under this Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Contract.

C. All warranty work performed, and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Purchasing Entity contact person prior to installation.

**D.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Purchasing Entity.

**E.** Supplier shall furnish a copy of their warranty applicable for the equipment. All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.

**F.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Purchasing Entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:

(1) Name of Purchasing Entity and division, if applicable. Make, Model, and VIN of equipment Control number of Purchasing Entity (Inventory number)

**G.** Repairs made that are covered by a warranty shall not be paid for by the Purchasing Entity.

**H.** The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.

**I.** All persons utilized in the performance of this contract shall be authorized by the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

**J.** Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any state-owned equipment in the Supplier's possession.

#### **8. Quality of Parts**

**A.** Parts under these specifications should be name brand, nationally advertised merchandise.

Equivalent substitutions must be approved by the Purchasing Entity contact person.

**B.** After Market Repair parts must be equal to or exceed Suppliers original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

**C.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

**D.** Some repair parts may be required to be original equipment manufactured repair parts. Supplier's dealers' network must carry a complete line of OEM parts for all models of equipment they carry.

**E.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

#### **9. Warranty/Buy Back**

Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Purchasing Entities.

Supplier shall correct ordering errors without further cost to the ordering entity. A copy of the Warranty shall be included for replacement parts purchased.

#### **10. Repair Facilities**

Repair facilities that will perform the warranty work of items under this Contract shall be identified as listed on the Supplier's dealer network. As the manufacturer, the Supplier is responsible for ensuring that the facilities are able to adhere to the contract requirements for warranty work performance.

#### **11. Freight/Shipping/Set-up Fees**

- A. Freight from the factory to the distributor is the responsibility of the Supplier. Freight from the distributor to the customer is an allowable charge.
- B. Delivery is to be FOB Destination (of ordering entity) freight collect
- C. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

#### **12. Delivery**

- A. All equipment shall be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the Purchasing Entity. Liability for product delivery remains with the Supplier until delivered and accepted.
- B. Delivery shall be made in accordance with instructions on the purchase order from each Purchasing Entity. If there is a discrepancy between the purchase order and what is listed on the contract, the Supplier shall seek clarification from the ordering party and/or the Contracting Officer.
- C. One operating manual, an illustrated parts manual or List, and the warranty shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.
- D. All ordering entities will have the option to pick up their equipment from the dealer.

#### **13. Price Adjustments**

The Contract price shall be the most current Suppliers Manufacturer's Suggested Retail Price (MSRP) in effect at the time the order is placed less the discount percentage offered. This allows for market fluctuations to the provided catalog to take place annually with supporting documentation provided, while the discount percentage must remain stable throughout the contract term.

The Supplier will be required to notify the Contracting Officer (Lead State) for review and approval when new pricing updates occur and an explanation of what has prompted the change as well as documentation to support the price increase. Documentation may include: the manufacturer's national price increase announcement letter, a complete and detailed description of what products are increasing and by what percentage, a complete and detailed description of what raw materials and/or other costs have increased and provide proof of increase, index data and other information to support and justify the increase.

The price increase must not produce a higher profit margin than the original contract and must be accompanied by sufficient documentation and nationwide notice of price adjustment to the published commercial price list.

Price Established at Time of Order. Pricing is established at the time an order is placed by a public entity with the Supplier. No retroactive price increases will be allowed, nor will price increases be allowed at time of delivery.

Price Reductions. In the event of a price decrease in any category of product at any time during the contract in an OEM's published commercial price list, including renewal options, the Lead State shall be notified immediately. All published commercial price list price reductions shall be effective upon the notification provided to the Lead State.

#### **14. New Products**

New Products may be added to the awarded categories as they are introduced as long as the products remain within the scope of that category. The quoted discount cannot be lowered throughout the Contract period.

#### **15. Discontinued Products**

Suppliers are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models to continue proper presentation on contract award posting.

#### **16. Price**

Offeror shall provide detailed costs for all costs associated with the responsibilities of managing this contract.

Offeror must submit cost, prices and rates as required by Attachment I, Cost Proposal. Prices and rates shall include all anticipated charges, including but not limited to, freight and delivery, cost of materials and product, travel expenses, transaction fees, overhead, profits, and other costs or expenses incidental to the Offeror's performance.

All pricing information shall be submitted on Attachment I, Cost Proposal. There are four tabs to be completed, along with one brief instruction sheet. The Percentage Discount tab is required and will be included in the cost evaluation score.

#### **17. Value Added Contract Items**

The Offeror should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this contract offering, and indicate how the items will increase or decrease cost and customer satisfactions.

As a value-added option, vendor may specify contract items which will qualify as priority, best-selling, higher usage items, or a special "hot" list or "contract offering" based on a deeper discount.

Due to the large variance of tool available, and as the subject expert, the vendor may choose the items to offer.

This product listing will allow the vendor to represent the type, style, quality, and breadth of tool and/or diagnostic equipment options available if awarded.

This list will remain firm for the initial base year, with the option to refresh or revise the listing of contract special items on an annual basis at contract renewal periods, per lead state approval.

Submission of items will be included in the total value-added scoring evaluation.

**18. Participating State Terms and Conditions.**

As a courtesy to Offerors, some Participating States' specific Terms and Conditions are provided as Attachments to this solicitation. These are for informational purposes only and will be negotiated with other Participating States after award of the Master Agreement. Each State reserves the right to negotiate additional terms and conditions in its Participating Addendums. Offerors shall submit a statement that they understand they may be required to negotiate these additional terms and conditions when executing a Participating Addendum.



**Attachment I**  
**Cost Proposal - Discount % Off**  
**Professional Grade Tools and Diagnostic Equipment**

**Offeror Name:** Snap-on Industrial, A Division of IDSC Holdings LLC

**INSTRUCTION:**

1. This Cost Proposal form consists of multiple sections (tabs at the bottom of this spreadsheet):  
 ---Section 1: Discount % Off Evaluation (Green Tab)  
 ---Section 2: Market Basket Evaluation (Orange Tab)  
 ---Section 3: Value Add Tools Evaluation (Blue Tab)  
 ---Section 4: Value Add Diagnostic Evaluation (Purple Tab)
2. Offeror must complete all required fields (fields in a **brown** highlight) in both tabs. The format and structure of the Cost Proposal is intended to allow for both a minimum discount % off and fair market basket-type evaluation of like costs among Offerors. Deviation from the format or structure of this form may result in Offeror's proposal being deemed non-responsive.
3. Offeror is wholly responsible for ensuring figures and calculations submitted in Offeror's completed Cost Proposal are accurate, even if formulas have been provided by the Lead State as a courtesy.
4. Inclusion of cost or pricing information in any document other than this Cost Proposal may result in Offeror's proposal being deemed non-responsive.
5. Offeror's Cost must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, or personnel.
6. In addition to the Cost Proposal evaluation described in this RFP, Cost Proposals may also be subject to an independent review for reasonableness and best value by the Lead State. Costs determined not to be reasonable or best-value by the Lead State may result in all or part of Offeror's proposal being rejected.
7. It is Offerors responsibility to ensure it has completed all tabs and required inputs based on its proposed products & services.
8. Offeror must propose for each item in this Market Basket in order to be considered for an award. Failure to propose each item may result in disqualification of Offeror's proposal from that Category.

**Minimum Discount % Off**

1. Offeror must propose a minimum discount % greater than 0% for each Category it is seeking an award in in order to be considered for an award in that category.

Category	Products / Items	Proposed Percentage Discount from List
<b>1</b>	<b>Professional Grade Tools (insert products below)</b>	
	% discount off all Products in this Category <u>OR</u> complete fields below for individual sub-categories.	
	Product Price Group A00 Chrome Plated Ratchets, Sockets, Extensions, Screwdrivers, Wrenches, Sets, Impact Sockets, L-shaped Wrenches	46.05
	Product Price Group A01 Limited Discount For Products Similar To A	46.05
	Product Price Group A02 Shared CDI Torque adaptors	46.05
	Product Price Group A03 Shared CDI Torque adaptors	46.05
	Product Price Group A41 Specially priced chrome socket and wrench sets	46.05
	Product Price Group A43 Select chrome plated sockets in 1/4", 3/8" & 1/2" drive. Select wrenches in OEX and SOEX series	46.05
	Product Price Group ATI ATI	27.38
	Product Price Group B00 Industrial (Black) Finish Sockets, Power Sockets, Wrenches, L-Shaped Wrenches, Adj. Chrome Wrenches, Adj. Wrenches, Screwdrivers, Nut Drivers, Pliers-Combo Slip Joint, Special Purpose, Lineman, Standard Adj. Joint, Needle Nose, Cutters, Electronic Pliers, Click type Torque Meters KRL Series: Top Chests, Cabinets, Roll Cabinets, End Cabinets	46.05
	Product Price Group B01 Limited Discount For Products Similar To B, CG & CJ series pullers, Techwrench, TQ series torque	46.05
	Product Price Group B02 Shared CDI Torque adaptors	46.05
	Product Price Group B03 Shared CDI Torque adaptors	46.05
	Product Price Group BLG 3/4" drive impact sockets and drive tools, 1" drive & larger industrial finish sockets and drive tools. Industrial finish combination wrenches 2 1/16" and larger, heavy duty tubular handle and striking wrenches	63.69
	Product Price Group C00 Heavy Duty Pliers, Adjustable Pliers-Pipe Wrench, Undercut Tongue & Grove, Snap Ring Pliers, Insulated Screwdrivers, Sockets, Pliers, Wrenches, TE series torque wrenches Snap-on & Blue Point Brand Air Tools	36.71
	Product Price Group C01 Limited Discount For Products Similar To C, Industrial specials	36.71
	Product Price Group C02 Shared CDI Torque adaptors	36.71
	Product Price Group C03 Shared CDI Torque adaptors	36.71
	Product Price Group CKA Certification Kits	46.05
	Product Price Group CKB Certification Kits	34.64
	Product Price Group CKC Certification Kits	17.00
	Product Price Group CKD Certification Kits	26.00
	Product Price Group D00 Blue Point, Cobra, Alligator, Vise Grip Brand Products, T-Shaped Wrenches, Adjustable Wrenches, TTC torque testers, Non-Snap-on Produced Products Air conditioning service centers, Outside Equipment, scanners, accessories KRA Series, Carts, Top Chests, Cabinets, Roll Cabinets, End Cabinets, Accessories	34.64

	Product Price Group D01 Limited discounts on Industrial specials, Bits, Techwrench, Non-Snap-on Produced Products	34.64
	Product Price Group D02 Shared CDI Torque adaptors	34.64
	Product Price Group D03 Shared CDI Torque adaptors	34.64
	Product Price Group D04 Stor-Loc Tool Storage	36.71
	Product Price Group E00 NOT APPLICABLE	0.00
	Product Price Group E01 NOT APPLICABLE	0.00
	Product Price Group F00 NOT APPLICABLE	0.00
	Product Price Group F01 NOT APPLICABLE	0.00
	Product Price Group G00 NOT APPLICABLE	0.00
	Product Price Group G01 NOT APPLICABLE	0.00
	Product Price Group H00 Alternator/Voltage Regulator Systems AVRS, Wheel Balancers, Scanners, Meter Carts, Stands, Booms, Brake Lathes, Vantage Units	22.19
	Product Price Group H01 Limited Discount For Products Similar To H MODIS, SOLUS	22.19
	Product Price Group H30 Air Conditioning Equipment	27.38
	Product Price Group I00 Sioux brand and ATI Band saw blades	27.38
	Product Price Group I01 Limited Discount For Products Similar To I	27.38
	Product Price Group I02 Sioux thru RWD	27.38
	Product Price Group I05 JBC BRAND	27.38
	Product Price Group I06 Build -A- Bay	0.00
	Product Price Group I07 Bahco Pruning Schools	27.38
	Product Price Group I10 SIOUX Force	68.88
	Product Price Group I11 SIOUX Force	66.80
	Product Price Group I12 SIOUX Force	62.13
	Product Price Group I13 SIOUX Industrial	56.43
	Product Price Group I14 SIOUX Industrial	53.31
	Product Price Group I15 SIOUX Industrial	49.16
	Product Price Group I16 SIOUX Industrial	45.01
	Product Price Group I17 SIOUX Acc and Parts	42.94
	Product Price Group I18 SIOUX Accessories	37.75
	Product Price Group I19 SIOUX Parts	32.56
	Product Price Group I20 SIOUX Aero Parts	27.38
	Product Price Group I21 SIOUX Aero	22.19
	Product Price Group I22 SIOUX TQM	17.00
	Product Price Group I25 Foam	27.38
	Product Price Group I30 Bahco Pruning	27.38
	Product Price Group I35 Williams Lindstrom	27.38
	Product Price Group I40 Bahco Bandsaw	27.38
	Product Price Group IWA Bahco Branded Handtools	55.39
	Product Price Group IWB Williams Branded Handtools	55.39
	Product Price Group IWC Williams CDI Torque	55.39
	Product Price Group IWG Williams Global	55.39
	Product Price Group IWH Williams Global Hydraulic	55.39
	Product Price Group IWI Bahco Holesaws	55.39
	Product Price Group IWJ Bahco Blades, Recips, Saws	55.39
	Product Price Group IWK Bahco Bowsaws, Loppers, Pruners	55.39
	Product Price Group IWL Bahco Bits, Burrs	55.39
	Product Price Group IWM Bahco Files, Handles	55.39
	Product Price Group J00 ETHOS, Welders, Plasma Cutters, Scanner Cartridges	22.19
	Product Price Group J01 Limited Discount For Products Similar To J MODIS & Scanner cartridges	22.19
	Product Price Group K00	17.00
	Product Price Group K01 Limited Discount For Products Similar To K	17.00
	Product Price Group L00	22.19
	Product Price Group L01 Limited Discount For Products Similar To L	22.19
	Product Price Group L50 ATC Storage	11.81
	Product Price Group L51 ATC accessories	0.00
	Product Price Group M00 Snap-on Brand Lift Equipment, Tire Changer	22.19
	Product Price Group M01 Limited Discount For Products Similar To M MODIS cart	22.19
	Product Price Group N00 Snap-on Brand HD Lifts	22.19
	Product Price Group N01 Limited Discount For Products Similar To N	22.19
	Product Price Group O00 Oscilloscopes, Accessories	22.19
	Product Price Group O01 Limited Discount For Products Similar To O	22.19
	Product Price Group P00 NOT APPLICABLE	0.00
	Product Price Group P01 NOT APPLICABLE	0.00
	Product Price Group Q00 NEXIQ Pro-Link, Pocket IQ	27.38
	Product Price Group Q01 Limited Discount For Products Similar To Q	0.00
	Product Price Group R00 AC, Emmissions, Scanner Parts	22.19
	Product Price Group R01 Limited Discount For Products Similar To R	22.19
	Product Price Group S00 Shopkey, SUN	17.00
	Product Price Group S01 Limited Discount For Products Similar To S	17.00
	Product Price Group T00 Fluid management, leak detectors	17.00
	Product Price Group T01 Limited Discount For Products Similar To T	17.00
	Product Price Group U00 Training Classes	0.00
	Product Price Group U01 Training Classes	0.00
	Product Price Group V00	0.00
	Product Price Group V01 Limited Discount For Products Similar To V	0.00
	Product Price Group W00 ShopKey (non-renewal)	17.00



Product Price Group W01 Limited Discount For Products Similar To W	17.00
Product Price Group X00 Shopkey (renewals)	17.00
Product Price Group X01 Limited Discount For Products Similar To X	17.00
Product Price Group Y00 Grey Pneumatic, Vendor brands Vendor brands Pruning Equipment, Ideal Brand Meters, Enerpac Brand Hydraulic Products, Vendor brands	17.00
Product Price Group Y01 Limited Discount For Products Similar To Y	17.00
Product Price Group Z00	0.00
Product Price Group Z01 Limited Discount For Products Similar To Z	0.00
<b>Diagnostic Equipment (insert products below)</b>	
% discount off all Products in this Category OR complete fields below for individual sub-categories.	
Product Price Group A00 Chrome Plated Ratchets, Sockets, Extensions, Screwdrivers, Wrenches, Sets, Impact Sockets, L-shaped Wrenches	46.05
Product Price Group A01 Limited Discount For Products Similar To A	46.05
Product Price Group A02 Shared CDI Torque adaptors	46.05
Product Price Group A03 Shared CDI Torque adaptors	46.05
Product Price Group A41 Specially priced chrome socket and wrench sets	46.05
Product Price Group A43 Select chrome plated sockets in 1/4", 3/8" & 1/2" drive. Select wrenches in OEX and SOEX series	46.05
Product Price Group ATI ATI	27.38
Product Price Group B00 Industrial (Black) Finish Sockets, Power Sockets, Wrenches, L-Shaped Wrenches, Adj. Chrome Wrenches, Adj. Wrenches, Screwdrivers, Nut Drivers, Pliers-Combo Slip Joint, Special Purpose, Lineman, Standard Adj. Joint, Needle Nose, Cutters, Electronic Pliers, Click type Torque Meters KRL Series: Top Chests, Cabinets, Roll Cabinets, End Cabinets	46.05
Product Price Group B01 Limited Discount For Products Similar To B, CG & CJ series pullers, Techwrench, TQ series torque	46.05
Product Price Group B02 Shared CDI Torque adaptors	46.05
Product Price Group B03 Shared CDI Torque adaptors	46.05
Product Price Group BLG 3/4" drive impact sockets and drive tools, 1" drive & larger industrial finish sockets and drive tools. Industrial finish combination wrenches 2 1/16" and larger, heavy duty tubular handle and striking wrenches	63.69
Product Price Group C00 Heavy Duty Pliers, Adjustable Pliers-Pipe Wrench, Undercut Tongue & Grove, Snap Ring Pliers, Insulated Screwdrivers, Sockets, Pliers, Wrenches, TE series torque wrenches Snap-on & Blue Point Brand Air Tools	36.71
Product Price Group C01 Limited Discount For Products Similar To C, Industrial specials	36.71
Product Price Group C02 Shared CDI Torque adaptors	36.71
Product Price Group C03 Shared CDI Torque adaptors	36.71
Product Price Group CKA Certification Kits	46.05
Product Price Group CKB Certification Kits	34.64
Product Price Group CKC Certification Kits	17.00
Product Price Group CKD Certification Kits	26.00
Product Price Group D00 Blue Point, Cobra, Alligator, Vise Grip Brand Products, T-Shaped Wrenches, Adjustable Wrenches, TTC torque testers, Non-Snap-on Produced Products Air conditioning service centers, Outside Equipment, scanners, accessories KRA Series, Carts, Top Chests, Cabinets, Roll Cabinets, End Cabinets, Accessories	34.64
Product Price Group D01 Limited discounts on Industrial specials, Bits, Techwrench, Non-Snap-on Produced Products	34.64
Product Price Group D02 Shared CDI Torque adaptors	34.64
Product Price Group D03 Shared CDI Torque adaptors	34.64
Product Price Group D04 Stor-Loc Tool Storage	36.71
Product Price Group E00 NOT APPLICABLE	0.00
Product Price Group E01 NOT APPLICABLE	0.00
Product Price Group F00 NOT APPLICABLE	0.00
Product Price Group F01 NOT APPLICABLE	0.00
Product Price Group G00 NOT APPLICABLE	0.00
Product Price Group G01 NOT APPLICABLE	0.00
Product Price Group H00 Alternator/Voltage Regulator Systems AVRS, Wheel Balancers, Scanners, Meter Carts, Stands, Booms, Brake Lathes, Vantage Units	22.19
Product Price Group H01 Limited Discount For Products Similar To H MODIS, SOLUS	22.19
Product Price Group H30 Air Conditioning Equipment	27.38
Product Price Group I00 Sioux brand and ATI Band saw blades	27.38
Product Price Group I01 Limited Discount For Products Similar To I	27.38
Product Price Group I02 Sioux thru RWD	27.38
Product Price Group I05 JBC BRAND	27.38
Product Price Group I06 Build -A- Bay	0.00
Product Price Group I07 Bahco Pruning Schools	27.38
Product Price Group I10 SIOUX Force	68.88
Product Price Group I11 SIOUX Force	66.80
Product Price Group I12 SIOUX Force	62.13
Product Price Group I13 SIOUX Industrial	56.43
Product Price Group I14 SIOUX Industrial	53.31
Product Price Group I15 SIOUX Industrial	49.16
Product Price Group I16 SIOUX Industrial	45.01

	Product Price Group I17 SIOUX Acc and Parts	42.94
	Product Price Group I18 SIOUX Accessories	37.75
	Product Price Group I19 SIOUX Parts	32.56
	Product Price Group I20 SIOUX Aero Parts	27.38
	Product Price Group I21 SIOUX Aero	22.19
	Product Price Group I22 SIOUX TQM	17.00
	Product Price Group I25 Foam	27.38
	Product Price Group I30 Bahco Pruning	27.38
	Product Price Group I35 Williams Lindstrom	27.38
	Product Price Group I40 Bahco Bandsaw	27.38
	Product Price Group IWA Bahco Branded Handtools	55.39
	Product Price Group IWB Williams Branded Handtools	55.39
	Product Price Group IWC Williams CDI Torque	55.39
	Product Price Group IWG Williams Global	55.39
	Product Price Group IWH Williams Global Hydraulic	55.39
	Product Price Group IWI Bahco Holesaws	55.39
	Product Price Group IWJ Bahco Blades, Recips, Saws	55.39
	Product Price Group IWK Bahco Bowsaws, Loppers, Pruners	55.39
	Product Price Group IWL Bahco Bits, Burrs	55.39
	Product Price Group IWM Bahco Files, Handles	55.39
	Product Price Group J00 ETHOS, Welders, Plasma Cutters, Scanner Cartridges	22.19
	Product Price Group J01 Limited Discount For Products Similar To J MODIS & Scanner cartridges	22.19
	Product Price Group K00	17.00
	Product Price Group K01 Limited Discount For Products Similar To K	17.00
	Product Price Group L00	22.19
	Product Price Group L01 Limited Discount For Products Similar To L	22.19
	Product Price Group L50 ATC Storage	11.81
	Product Price Group L51 ATC accessories	0.00
	Product Price Group M00 Snap-on Brand Lift Equipment, Tire Changer	22.19
	Product Price Group M01 Limited Discount For Products Similar To M MODIS cart	22.19
	Product Price Group N00 Snap-on Brand HD Lifts	22.19
	Product Price Group N01 Limited Discount For Products Similar To N	22.19
	Product Price Group O00 Oscilloscopes, Accessories	22.19
	Product Price Group O01 Limited Discount For Products Similar To O	22.19
	Product Price Group P00 NOT APPLICABLE	0.00
	Product Price Group P01 NOT APPLICABLE	0.00
	Product Price Group Q00 NEXIQ Pro-Link, Pocket IQ	27.38
	Product Price Group Q01 Limited Discount For Products Similar To Q	0.00
	Product Price Group R00 AC, Emmissions, Scanner Parts	22.19
	Product Price Group R01 Limited Discount For Products Similar To R	22.19
	Product Price Group S00 Shopkey, SUN	17.00
	Product Price Group S01 Limited Discount For Products Similar To S	17.00
	Product Price Group T00 Fluid management, leak detectors	17.00
	Product Price Group T01 Limited Discount For Products Similar To T	17.00
	Product Price Group U00 Training Classes	0.00
	Product Price Group U01 Training Classes	0.00
	Product Price Group V00	0.00
	Product Price Group V01 Limited Discount For Products Similar To V	0.00
	Product Price Group W00 ShopKey (non-renewal)	17.00
	Product Price Group W01 Limited Discount For Products Similar To W	17.00
	Product Price Group X00 Shopkey (renewals)	17.00
	Product Price Group X01 Limited Discount For Products Similar To X	17.00
	Product Price Group Y00 Grey Pneumatic, Vendor brands Vendor brands Pruning Equipment, Ideal Brand Meters, Enerpac Brand Hydraulic Products, Vendor brands	17.00
	Product Price Group Y01 Limited Discount For Products Similar To Y	17.00
	Product Price Group Z00	0.00
	Product Price Group Z01 Limited Discount For Products Similar To Z	0.00
<b>Value Added Features (Offeror's may not propose only Category 3. Offered Value Added Features must be tied to Category 1 or 2 offerings)</b>		
	% discount off all Value Added Features in this Category OR complete fields below for individual sub-categories.	
	Product Price Group A00 Chrome Plated Ratchets, Sockets, Extensions, Screwdrivers, Wrenches, Sets, Impact Sockets, L-shaped Wrenches	46.05
	Product Price Group A01 Limited Discount For Products Similar To A	46.05
	Product Price Group A02 Shared CDI Torque adaptors	46.05
	Product Price Group A03 Shared CDI Torque adaptors	46.05
	Product Price Group A41 Specially priced chrome socket and wrench sets	46.05
	Product Price Group A43 Select chrome plated sockets in 1/4", 3/8" & 1/2" drive. Select wrenches in OEX and SOEX series	46.05
	Product Price Group ATI ATI	27.38
	Product Price Group B00 Industrial (Black) Finish Sockets, Power Sockets, Wrenches, L-Shaped Wrenches, Adj. Chrome Wrenches, Adj. Wrenches, Screwdrivers, Nut Drivers, Pliers-Combo Slip Joint, Special Purpose, Lineman, Standard Adj. Joint, Needle Nose, Cutters, Electronic Pliers, Click type Torque Meters KRL Series: Top Chests, Cabinets, Roll Cabinets, End Cabinets	46.05



Product Price Group B01 Limited Discount For Products Similar To B, CG & CJ series pullers, Techwrench, TQ series torque	46.05
Product Price Group B02 Shared CDI Torque adaptors	46.05
Product Price Group B03 Shared CDI Torque adaptors	46.05
Product Price Group BLG 3/4" drive impact sockets and drive tools, 1" drive & larger industrial finish sockets and drive tools. Industrial finish combination wrenches 2 1/16" and larger, heavy duty tubular handle and striking wrenches	63.69
Product Price Group C00 Heavy Duty Pliers, Adjustable Pliers-Pipe Wrench, Undercut Tongue & Grove, Snap Ring Pliers, Insulated Screwdrivers, Sockets, Pliers, Wrenches, TE series torque wrenches Snap-on & Blue Point Brand Air Tools	36.71
Product Price Group C01 Limited Discount For Products Similar To C, Industrial specials	36.71
Product Price Group C02 Shared CDI Torque adaptors	36.71
Product Price Group C03 Shared CDI Torque adaptors	36.71
Product Price Group CKA Certification Kits	46.05
Product Price Group CKB Certification Kits	34.64
Product Price Group CKC Certification Kits	17.00
Product Price Group CKD Certification Kits	26.00
Product Price Group D00 Blue Point, Cobra, Alligator, Vise Grip Brand Products, T-Shaped Wrenches, Adjustable Wrenches, TTC torque testers, Non-Snap-on Produced Products Air conditioning service centers, Outside Equipment, scanners, accessories KRA Series, Carts, Top Chests, Cabinets, Roll Cabinets, End Cabinets, Accessories	34.64
Product Price Group D01 Limited discounts on Industrial specials, Bits, Techwrench, Non-Snap-on Produced Products	34.64
Product Price Group D02 Shared CDI Torque adaptors	34.64
Product Price Group D03 Shared CDI Torque adaptors	34.64
Product Price Group D04 Stor-Loc Tool Storage	36.71
Product Price Group E00 NOT APPLICABLE	0.00
Product Price Group E01 NOT APPLICABLE	0.00
Product Price Group F00 NOT APPLICABLE	0.00
Product Price Group F01 NOT APPLICABLE	0.00
Product Price Group G00 NOT APPLICABLE	0.00
Product Price Group G01 NOT APPLICABLE	0.00
Product Price Group H00 Alternator/Voltage Regulator Systems AVRS, Wheel Balancers, Scanners, Meter Carts, Stands, Booms, Brake Lathes, Vantage Units	22.19
Product Price Group H01 Limited Discount For Products Similar To H MODIS, SOLUS	22.19
Product Price Group H30 Air Conditioning Equipment	27.38
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Product Price Group I01 Limited Discount For Products Similar To I	27.38
Product Price Group I02 Sioux thru RWD	27.38
Product Price Group I05 JBC BRAND	27.38
Product Price Group I06 Build -A- Bay	0.00
Product Price Group I07 Bahco Pruning Schools	27.38
Product Price Group I10 SIOUX Force	68.88
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Product Price Group I40 Bahco Bandsaw	27.38
Product Price Group IWA Bahco Branded Handtools	55.39
Product Price Group IWB Williams Branded Handtools	55.39
Product Price Group IWC Williams CDI Torque	55.39
Product Price Group IWG Williams Global	55.39
Product Price Group IWH Williams Global Hydraulic	55.39
Product Price Group IWI Bahco Holesaws	55.39
Product Price Group IWJ Bahco Blades, Recips, Saws	55.39
Product Price Group IWK Bahco Bowsaws, Loppers, Pruners	55.39
Product Price Group IWL Bahco Bits, Burrs	55.39
Product Price Group IWM Bahco Files, Handles	55.39
Product Price Group J00 ETHOS, Welders, Plasma Cutters, Scanner Cartridges	22.19
Product Price Group J01 Limited Discount For Products Similar To J MODIS & Scanner cartridges	22.19
Product Price Group K00	17.00
Product Price Group K01 Limited Discount For Products Similar To K	17.00
Product Price Group L00	22.19
Product Price Group L01 Limited Discount For Products Similar To L	22.19

	Product Price Group L50 ATC Storage	11.81
	Product Price Group L51 ATC accessories	0.00
	Product Price Group M00 Snap-on Brand Lift Equipment, Tire Changer	22.19
	Product Price Group M01 Limited Discount For Products Similar To M MODIS cart	22.19
	Product Price Group N00 Snap-on Brand HD Lifts	22.19
	Product Price Group N01 Limited Discount For Products Similar To N	22.19
	Product Price Group O00 Oscilloscopes, Accessories	22.19
	Product Price Group O01 Limited Discount For Products Similar To O	22.19
	Product Price Group P00 NOT APPLICABLE	0.00
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	Product Price Group Q00 NEXIQ Pro-Link, Pocket IQ	27.38
	Product Price Group Q01 Limited Discount For Products Similar To Q	0.00
	Product Price Group R00 AC, Emmissions, Scanner Parts	22.19
	Product Price Group R01 Limited Discount For Products Similar To R	22.19
	Product Price Group S00 Shopkey, SUN	17.00
	Product Price Group S01 Limited Discount For Products Similar To S	17.00
	Product Price Group T00 Fluid management, leak detectors	17.00
	Product Price Group T01 Limited Discount For Products Similar To T	17.00
	Product Price Group U00 Training Classes	0.00
	Product Price Group U01 Training Classes	0.00
	Product Price Group V00	0.00
	Product Price Group V01 Limited Discount For Products Similar To V	0.00
	Product Price Group W00 ShopKey (non-renewal)	17.00
	Product Price Group W01 Limited Discount For Products Similar To W	17.00
	Product Price Group X00 Shopkey (renewals)	17.00
	Product Price Group X01 Limited Discount For Products Similar To X	17.00
	Product Price Group Y00 Grey Pnuematic, Vendor brands Vendor brands Pruning Equipment, Ideal Brand Meters, Enerpac Brand Hydraulic Products, Vendor brands	17.00
	Product Price Group Y01 Limited Discount For Products Similar To Y	17.00
	Product Price Group Z00	0.00
	Product Price Group Z01 Limited Discount For Products Similar To Z	0.00
	Average Discount % Off -->	28.74



**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT**

Issued by the **State of Oklahoma**  
**Solicitation Number OK-MA-818-23**



**OKLAHOMA**  
Office of Management  
& Enterprise Services

**ATTACHMENT L  
VALUE ADDED PLAN**

This template must be used. The Value-Added Plan should identify any value-added options or ideas that may benefit the States. The value-added claims should be prioritized (identify the most important claims first). The Offeror may add or delete Value Added Claim table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. The information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously and what the results were in terms of verifiable metrics.

The example instructional language provided below can be deleted to accommodate more claims

**Item Claim #1:**

<b>Item Claim:</b>	<b>Prepaid Freight</b>		
<b>How will this add value?:</b>	Increased savings over non-contract price and the customer knows the total cost of the product, allowing for more efficient budget planning.		
<b>Documented Performance:</b>	Average shipping costs estimated at 5% of product price.		
<b>Cost Impact (%):</b>	Savings in total for Customers of approximately \$480,000 per year for freight.	<b>Schedule Impact (%):</b>	Allows for more accurate budgeting and heightened purchasing power per dollar.

**Item Claim #2:**

<b>Item Claim:</b>	<b>No Charge Safety Training</b>		
<b>How will this add value?:</b>	Snap-on Industrial will, free of charge, provide training on safe use of hand and power tools, tool storage and vehicle diagnostics (contract scope).		
<b>Documented Performance:</b>	Customer training improves customer satisfaction and confidence in Products as well as increased safety. Safety training helps reduce employee injuries and lost employee time. Training is done in-person through Safety seminars, through on-line meetings, and PowerPoint presentations given to customers for their use.		
<b>Cost Impact (%):</b>	Training provided at no charge to the customer. Customers in total have realized approximately \$324,000 per year in savings for no charge training (not inclusive of injury cost or lost time from work).	<b>Schedule Impact (%):</b>	Positive impact from heightened safety awareness resulting in reduction in injuries and lost time.

**Item Claim #3:**

<b>Item Claim:</b>	<b>Flat Rate Repair Program</b>		
<b>How will this add value?:</b>	Extends value over time of initial purchase by repair vs repurchase of new products.		
<b>Documented Performance:</b>	Simple to manage program with fixed costs. Program ensures customers do not see surprise repair bills.		
<b>Cost Impact (%):</b>	Cost of repair vs new tool; extended warranty on repair; 20% +/- of cost of a new tool.	<b>Schedule Impact (%):</b>	Value over time of repairing over repurchasing.

**REQUEST FOR PROPOSALS FOR  
PROFESSIONAL GRADE TOOLS & DIAGNOSTIC EQUIPMENT**



**OKLAHOMA**  
Office of Management  
& Enterprise Services

Issued by the **State of Oklahoma**  
**Solicitation Number OK-MA-818-23**

**Item Claim #4:**

<b>Item Claim:</b>	<b>Onsite Repair and Warranty</b>		
<b>How will this add value?:</b>	Contractor-provided personnel with expertise handling Product repairs helps reduce downtime, improve efficiency, and save time resulting in taxpayer savings.		
<b>Documented Performance:</b>	Faster turnaround on repairs and warranty.		
<b>Cost Impact (%):</b>	Controls cost due to warranty and not repurchasing; approximately 5% of total purchases.	<b>Schedule Impact (%):</b>	Improves productivity, efficiency and saves time.

**Item Claim #5:**

<b>Item Claim:</b>	<b>Multiple Brands Offered</b>		
<b>How will this add value?:</b>	Good, better, best choices allow buyers to select quality level for the task at hand, saving taxpayer dollars by not overspending. Creating a multitude of options ensures customer can always find the best fit for their needs.		
<b>Documented Performance:</b>	Distinct brands and models with differentiating features, benefits and costs. Web links are <a href="https://shop.snapon.com/">https://shop.snapon.com/</a> , <a href="https://www.williams-industrial.com/us_en/home">https://www.williams-industrial.com/us_en/home</a> and <a href="https://www.sioxtools.com/">https://www.sioxtools.com/</a> .		
<b>Cost Impact (%):</b>	Determined by selection of brand.	<b>Schedule Impact (%):</b>	Gives the customer the ability to select the best brand for the critical task at hand. This can help optimize spending to achieve customer goals.

**Item Claim #6:**

<b>Item Claim:</b>	<b>No Charge Tool Control and Asset Management Consultation</b>		
<b>How will this add value?:</b>	Adequate tool control and asset management reduces cost of purchasing replacement tools, improves productivity, and provides actionable guidance to increase safety and control over Products.		
<b>Documented Performance:</b>	Snap-on Industrial is recognized throughout industry for our successful tool control programs.		
<b>Cost Impact (%):</b>	Improves productivity, reduces and controls costs. Customers, in total, have realized approximately \$168,750 per year in customer savings for no charge consultation.	<b>Schedule Impact (%):</b>	Positive impact on preservation of Products as well as productivity by maintaining organization to save time searching for items to perform critical tasks.

**Item Claim #7:**

<b>Item Claim:</b>	<b>No Charge Technical Knowledge Consultation</b>		
<b>How will this add value?:</b>	Empowers accurate spending decisions and avoids overbuying by ensuring customers receive the best Product for their needs, resulting in saved taxpayer dollars.		
<b>Documented Performance:</b>	The breadth and depth of our extensive product offerings allows technical consultation for matching the customer's needs to exact product for more efficient and safer task performance.		
<b>Cost Impact (%):</b>	Hand and power tools and diagnostic consulting; approximately \$253,125 per year in customer savings for no charge consultation.	<b>Schedule Impact (%):</b>	Minimizes corrective repurchasing by having the correct product for the critical task at hand.



**Exhibit 2**  
**Connecticut Standard Terms**

**1. Definitions**

The following definitions apply to this Contract:

**a. Business Day**

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

**b. Claims**

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

**c. Confidential Information**

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

**d. Confidential Information Breach**

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

**e. Contractor Parties**

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

**f. Deliverable**

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a

**Exhibit 2**  
**Connecticut Standard Terms**

combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

**g. Effective Date**

The date that the Connecticut Attorney General's Office approves this Contract, as evidenced by its signature.

**h. Goods or Services**

Goods, Services or both, as specified in this Contract.

**i. Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

**j. Purchase Order**

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

**k. Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**l. Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

**m. Statement of Work ("SOW")**

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

**n. Term**

The original term of this Contract plus any extensions exercised under this Contract.

**o. Termination**

An end to this Contract prior to the end of its Term.

**Exhibit 2**  
**Connecticut Standard Terms**

**2.1 Whistleblower Provision**

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

**2.2 Termination**

Notwithstanding any provisions in this Contract:

- a. This Contract will be in effect from the date that the Connecticut Attorney General's Office approves it, as evidenced by its signature below (the "Effective Date") through October 11, 2028
- b. The State, through a duly authorized employee, may Terminate this Contract whenever the State makes a written determination that such Termination is in the best interests of the State. The State shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.

**2.3 Notice**

- a. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this Section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the State:

State of Connecticut Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103

Attention: Gregory Mooney

If to the Contractor

Snap-on Industrial, a division of IDSC Holdings LLC  
2801 80<sup>th</sup> Street

**Exhibit 2**  
**Connecticut Standard Terms**

Kenosha, WI 53143  
Attn: Industrial Contract Administration

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in writing to the Client Agency.

**2.4 Forum and Choice of Law**

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

**2.5 Sovereign Immunity**

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

**2.6 Summary of State Ethics Laws**

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

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**2.7 Campaign Contribution Restriction**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

**2.8 Executive Orders and Other Enactments**

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

**2.9 Nondiscrimination**

- a. For purposes of this Section, the following terms are defined as follows:
  1. "Commission" means the Commission on Human Rights and Opportunities;
  2. "Contract" and "contract" include any extension or modification of the Contract or contract;
  3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
  4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of

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a person's core identity or not being asserted for an improper purpose;

5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
10. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

- b. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor

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agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General

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Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- i. Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

**2.10 Indemnification**

- a. Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Contract for the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in



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any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.

- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

**2.11 Tangible Personal Property**

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
  - 1. For the Term, Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut General Statutes, that controls is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as

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the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**2.12 Disclosure of Records Concerning Governmental Functions**

This Contract may be subject to the provisions of Section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of Sections 1-205 and 1-206 of the Connecticut General Statutes.

**2.13 Audit and Inspection of Plants, Places of Business and Records**

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

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- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

**2.14 Protection of Confidential Information**

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
  3. A process for reviewing policies and security measures at least annually;
  4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
  5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and

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protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.

- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

**2.15 P-Card (Purchasing Credit Card)**

- a. Purchases may be made using the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes.
- b. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge to the P-Card only upon acceptance of Goods delivered to the Client Agency or rendering of Services.
- c. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
- d. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at [DAS.PCardAdmin@ct.gov](mailto:DAS.PCardAdmin@ct.gov).

**2.16 Data: Access**

- a. Access to Contract and State Data.

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

**2.17 Iran Energy Investment Certification**

- a. Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- b. If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the

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list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

**2.18 Large State Contract Representation for Contractor**

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- a. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- b. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- c. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

**2.19 Large State Contract Representation for Official or Employee of State Agency**

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

**2.20 Consumer Data Privacy and Online Monitoring**

Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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**2.21 Consulting Agreements Representation**

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, **except for the agreements listed below**. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

None

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost

The basic terms of the consulting agreement are:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Description of services provided:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Is the consultant a former State employee or former public official?    ☐ YES    ☐ NO

If YES:

Name of Former State Agency	Termination Date of Employment
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