

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Snap-on Industrial, A Division of IDSC Holdings LLC**, 2801 80<sup>th</sup> St., Kenosha, WI 53143 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

**1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal. In the event the IPLHF7 net price for any item falls below Snap-on's delivered GSA price, Snap-on will have the option to remove the product from its contract offering or increase contract price to 1% above delivered GSA net.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## **5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS**

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. Snap-on reserves the right to refuse service to any Sourcewell member based on credit worthiness.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

## **7. CUSTOMER SERVICE**

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

### **13. GOVERNMENT DATA PRACTICES**

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

### **14. INTELLECTUAL PROPERTY**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.



## 17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, will be provided as broad as that which is provided by the CGL Form CG 00 01 0413 or its equivalent, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable certificates and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

## **21. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

### **23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor



certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcwell

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 4/14/2020 | 3:07 PM CDT

Snap-on Industrial, A Division of IDSC  
Holdings LLC

DocuSigned by:  
By: Bart A. Wignall  
86AB7D550A6A4CC...  
Bart A. Wignall  
Title: President, Industrial Division & Vice  
President, IDSC Holdings LLC  
Date: 4/14/2020 | 1:45 PM PDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 4/14/2020 | 3:50 PM CDT



# RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

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## Vendor Details

|  |   |
|--|---|
| Company Name:  | Snap-on Industrial, A Division of IDSC Holdings LLC |
| Does your company conduct business under any other name? If yes, please state: | Snap-on Industrial                                  |
| Address:   | 2801 80th St.<br>Kenosha, Wisconsin 53143           |
| Contact:   | Randie Van Ness                                     |
| Email:   | randie.l.vanness@snapon.com                         |
| Phone:   | 386-527-4101  |
| Fax:   | 407-328-8943  |
| HST#:  | 364070294   |

## Submission Details

|                         |                                      |
|-------------------------|--------------------------------------|
| Created On:             | Friday January 03, 2020 10:22:45     |
| Submitted On:           | Wednesday January 29, 2020 16:37:40  |
| Submitted By:           | Randie Van Ness                      |
| Email:                  | randie.l.vanness@snapon.com          |
| Transaction #:          | 52c32468-14ee-42bf-a710-05f65e2be6de |
| Submitter's IP Address: | 97.103.24.95                         |

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 1         | Proposer Legal Name (and applicable d/b/a, if any):   | Snap-on Industrial, A Division of IDSC Holdings LLC   | * |
| 2         | Proposer Address:   | 2801 80th St. Kenosha, WI 53143   | * |
| 3         | Proposer website address:   | www.snapon.com  | * |
| 4         | Proposer's Authorized Representative (name, title, address, email address & phone)<br>(The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | John Gowey, Vice President- Sales North America Critical Industries, 2801 80th St. Kenosha, WI 53143, John.C.Gowey@snapon.com, 262-646-4712 | * |
| 5         | Proposer's primary contact for this proposal (name, title, address, email address & phone):   | Bobby Draper, National Contract Manager, 2801 80th St. Kenosha, WI 53143<br>Robert.L.Draper@snapon.com, 985-807-3111                        | * |
| 6         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):  | Randie Van Ness, National Contract and Project Manager, 2801 80th St. Kenosha, WI 53143<br>Randie.L.Vanness@snapon.com, 386-527-4101        |   |

Table 2: Company Information and Financial Strength

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 7         | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.   | Snap-on Industrial's parent company, Snap-on Incorporated, a \$3.7 billion, S&P 500 Company headquartered in Kenosha, Wisconsin, was founded in 1920 and is a leading global innovator, manufacturer and marketer of tools and equipment for professional users performing critical tasks. Products and services include hand and power tools, tool storage, fleet maintenance diagnostics, garage equipment and shop tools. Snap-on Industrial services customers in various industries, including fleet, state and local governments, technical education, maintenance, military, power generation and aerospace. | * |
| 8         | Provide a detailed description of the products and services that you are offering in your proposal.  | All products listed in section B, 1 and 2 of the RFP with the exception of exhaust ventilation systems and vehicle wash systems.  | * |
| 9         | What are your company's expectations in the event of an award?   | The contract will provide a multi-million dollar contractual pathway for many public sector customers to access Snap-on products.   | * |
| 10        | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.   | Snap-on Incorporated, a 100 year old company, is traded on the NYSE under the symbol SNA. The company enjoys exceptional financial strength. Snap-on Incorporated's most recent (2018) Annual Report is attached, detailing all relevant financial information.   | * |
| 11        | What is your US market share for the solutions that you are proposing?   | Snap-on enjoys strong market share across its entire product line. According to the 2018 Frost and Sullivan survey of United States Automotive Technicians, Snap-on's market share for hand tools is 73%, 63% for diagnostic equipment, 55% for power tools and 72% for tool storage.   | * |
| 12        | What is your Canadian market share, if any?  | Not applicable for this proposal.   | * |
| 13        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.   | No.   | * |
| 14        | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | "B". Snap-on is the manufacturer and direct marketer of its products. Snap-on Industrial's employee sales team consists of Account Managers, Sales Managers and Business Managers supported by a National Industrial Customer Service Center, Corporate Contract Administration and Contract Management.  | * |
| 15        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.  | Snap-on products meet or exceed all industry certifications. All standard lift products are ALI certified. Snap-on Industrial is registered to do business in all 50 US states.   | * |
| 16        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.   | Snap-on Industrial has had no suspensions or debarments in the last 10 years.   | * |
| 17        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.   | Snap-on Industrial offers product solutions in all subcategories except II.B.2.e and g. Snap-on's entire product offering can be found at: <a href="http://www.snapon.com">www.snapon.com</a> . PDF catalog has been attached in the file under marketing materials.  | * |

**Table 3: Industry Recognition & Marketplace Success**

| Line Item | Question   | Response *   |   |
|-----------|--|--|---|
| 18        | Describe any relevant industry awards or recognition that your company has received in the past five years   | Snap-on regularly receives recognition for its innovative products. In 2019 Professional Tools & Equipment News (PTEN) designated 10 Snap-on products for "People's Choice" Awards. Recognition was given for advanced digital multimeters, tire pressure monitoring systems, refrigerant recovery equipment, heavy duty off-road creepers, air-assist telescopic transmission jack, magnetic mountable headlamp, heavy duty shop carts, Advanced Drivers Assistant Systems (ADAS) software, automotive scan tools and digital thermal imaging.                                | * |
| 19        | What percentage of your sales are to the governmental sector in the past three years   | Sales to government sector customers, including Federal, state and local, over the last 3 years averaged 24% of total Snap-on Industrial sales.  | * |
| 20        | What percentage of your sales are to the education sector in the past three years  | Sales to educational customers over the last 3 years averaged 16% of total Snap-on Industrial sales.   | * |
| 21        | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Texas (GSA MAS) - 2019 - \$1.1M, 2018 - \$1.1M, 2017 - \$1.3M<br>Ohio (GSA MAS) - 2019 - \$1.3M, 2018 - \$1.4M, 2017 - \$1.4M<br>California (GSA MAS) - 2019 - \$5.3M, 2018 - \$2.3M, 2017 - \$2.7M<br>NASPO Vehicle Lifts and Garage Associated Equipment- 2019 - \$4.2M, 2018 - \$2.5M, 2017 - \$.7M*<br>*Implemented May 2017.<br>NASPO Professional Grade Tools and Diagnostic Equipment- 2019 - \$15M, 2018 - \$22.5M**, 2017 - \$17M<br>**Combination of Small Hand and Power Tool Contract (expired August 2018) and Professional Grade Tools and Diagnostic Equipment. | * |
| 22        | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?                             | Contract, 47QSHA19D005N. Sales-, 2019 - \$29.3M, 2018 - \$24.8M, 2017 - \$18.7M  | * |

**Table 4: References/Testimonials**

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

| Entity Name *                       | Contact Name * | Phone Number * |   |
|-------------------------------------|----------------|----------------|---|
| Louisiana Department of Corrections | John Easley    | 985-507-3013   | * |
| Clark County Nevada                 | John Boris     | 702-455-8545   | * |
| Township High School District 211   | Barb Peterson  | 847-755-6669   | * |

**Table 5: Top Five Government or Education Customers**

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name              | Entity Type * | State / Province * | Scope of Work *  | Size of Transactions *       | Dollar Volume Past Three Years *            |   |
|--------------------------|---------------|--------------------|--|------------------------------|---|---|
| Government-Local         | Government    | New York - NY      | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$1.1M, 2018- \$1.3M and 2017- \$1.3M | * |
| Education-Secondary      | Education     | California - CA    | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.6M, 2018- \$.4M and 2017- \$.2M    | * |
| Education-Post Secondary | Education     | Tennessee - TN     | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.5M, 2018- \$.1M and 2017- \$.7M    | * |
| Education-Technical      | Education     | Pennsylvania - PA  | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.4M, 2018- \$.5M and 2017- \$.6M    | * |
| Education-Secondary      | Education     | Texas - TX         | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.4M, 2018- \$.2M, 2017- \$.07M      | * |

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcwell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 25        | Sales force.  | Snap-on Industrial's US employee sales team consists of 305 Account Managers, Sales Managers and Business Managers disbursed throughout all 50 states.  | * |
| 26        | Dealer network or other distribution methods.   | No dealers, franchisees or distributors will be used in the performance of this contract.   | * |
| 27        | Service force.  | Three Snap-on Repair Centers - Eastern, Western and Northern - service tools and equipment in addition to Snap-on's network of 78 Field Service Technicians and 37 Authorized Independent Service Contractors.                                  | * |
| 28        | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.   | Snap-on Industrial's National Industrial Service Center, Account Managers and Sales Managers are the primary points of contact for customer service, product warranty and repairs. All calls and inquiries are responded to in a timely manner. | * |
| 29        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.  | Snap-on Industrial offers full US coverage, however, no sales or service is offered under this proposal for Canada or the US Territories.   | * |
| 30        | Identify any Sourcwell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Snap-on Industrial will service all Sourcwell members in the US.  | * |
| 31        | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.   | Snap-on Industrial will have no additional contract requirements or restrictions for Sourcwell members in Alaska or Hawaii, however, the US Territories are excluded under this agreement.  | * |

Table 7: Marketing Plan

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 32        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | In addition to Snap-on's full line catalog, marketing materials are distributed by Account Managers during onsite sales calls as well as electronically. Catalog 1400i and examples of typical quarterly brochures have been uploaded.                | * |
| 33        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | Snap-on Industrial has a dedicated website, <a href="https://b2b.snapon.com/">https://b2b.snapon.com/</a> , a digital catalog website and social media presence on YouTube, Facebook, Twitter and Instagram.  | * |
| 34        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?                                | Snap-on Industrial would look to Sourcewell to continue to build its member base. Snap-on would promote the contract and membership through the Industrial sales force with marketing materials containing contract information and product offering. | * |
| 35        | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.            | Snap-on Industrial has an eCat website for eligible registered members to procure items at contract prices. The ability to interface for EDI, Ariba and other electronic purchasing platforms is also available.                                      | * |

Table 8: Value-Added Attributes

| Line Item | Question  | Response *   |   |
|-----------|---|--|---|
| 36        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.   | Standard product training is provided by Snap-on Industrial sales personnel as a no-charge, value-added service. Optional advanced training is offered, from time to time, on select topics and products. Charges, if any, vary and are published at time of offering.   | * |
| 37        | Describe any technological advances that your proposed products or services offer.  | Since its founding 100 years ago, one of Snap-on's core beliefs has been fearless innovation. There's no better metric for measuring its success in that area than the number of patents it holds. Snap-on has been awarded over 3,300 patents; more than 1,700 of these have been awarded in the last 20 years, evidencing the accelerating pace of innovation.                           | * |
| 38        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | Snap-on is committed to creating quality products, while providing a safe and healthy workplace and acting as an environmentally responsible neighbor. A copy of Snap-on's Corporate Responsibility Statement and Environmental Health Policy is included in the uploaded documents..  | * |
| 39        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Snap-on's product families are not classified into any of these categories.  | * |
| 40        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | Snap-on has an established supplier diversity process to ensure minority, women-owned and veteran-owned businesses have equal access to internal contract opportunities. See uploaded Supplier Diversity Statement for more details.   | * |
| 41        | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?  | Snap-on products are a preferred brand of choice in the marketplace. This status was obtained through 100 years of creating value for Snap-on customers. Selling directly to customers maximizes the opportunity for customer feedback and focuses efforts on providing products that enhance safety, maximize productivity and control costs. Snap-on's Quality Policy has been uploaded. | * |
| 42        | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.  | No sales or service is offered under this proposal for Canadian Sourcewell members.  | * |

**Table 9: Warranty**

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 43        | Do your warranties cover all products, parts, and labor?   | Yes. See uploaded Snap-on warranty policy.  | * |
| 44        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  | No.   | * |
| 45        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  | Yes.  | * |
| 46        | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | No.   | * |
| 47        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?   | Third party manufactured items are subject to the original equipment manufacturer's warranty.   | * |
| 48        | What are your proposed exchange and return programs and policies?  | Product with current part numbers may be returned for credit if original packaging is unopened and undamaged. Customer is responsible for transportation costs unless the return is the result of an error on Snap-on's part. | * |
| 49        | Describe any service contract options for the items included in your proposal.   | Many out of warranty Snap-on products can be repaired under a flat rate program. See uploaded file for details. Other out of warranty repairs are quoted on an individual basis.  | * |

**Table 10: Payment Terms and Financing Options**

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 50        | What are your payment terms (e.g., net 10, net 30)?  | Net 30, FOB Origin, Freight Prepaid.  | * |
| 51        | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?  | Leasing and financing options are available through Snap-on Financial Services and are quoted on a case by case basis.  | * |
| 52        | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | All orders will be processed at Snap-on's National Industrial Customer Service Center (ICSC). Customers can submit orders through their Snap-on Industrial Account Manager or directly to the ICSC by phone, mail, fax, email, online through the B2B website, EDI, Ariba or through various other electronic platforms. Snap-on Industrial anticipates no challenges in complying with the quarterly reporting requirements. | * |
| 53        | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?  | Snap-on will accept P-cards with no additional charges to Sourcewell members.   | * |



**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 54        | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                                | Snap-on Product Managers assign each product to a price group and each price group has a designated discount percentage. See the uploaded Product Price Group (PPG) document for discount details. The discount percentage will be applied to the IPLHF7 list price. See the uploaded IPLHF7 price list for part number and product group specifics. Pricing will be updated annually. From time to time a product's price group may be changed. The designated price group discounts will remain unchanged throughout the term of the contract. Price group categories may be added or deleted at Product Management's discretion. | * |
| 55        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.  | Price Group discounts range from 0% to 68.34%. See uploaded PPG for details.  | * |
| 56        | Describe any quantity or volume discounts or rebate programs that you offer.  | No quantity or volume discounts or rebate programs are offered under this proposal.   | * |
| 57        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.  | As described in number 54 above, all products are assigned to a price group. Any "sourced" product will be discounted according to its assigned price group.  | * |
| 58        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The only element of total cost of acquisition not submitted is installation. This applies primarily, but not exclusively, to lifts. Installation charges will be quoted in advance. Any such charges will be imposed directly by Snap-on. No third parties will submit any charges under this proposal.   | * |
| 59        | If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.   | All prices quoted are delivered prices.   | * |
| 60        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.   | All prices quoted are delivered prices for the 50 US states. No sales will be made under this agreement in Canada or any offshore location.   | * |
| 61        | Describe any unique distribution and/or delivery methods or options offered in your proposal.   | Snap-on's standard delivery is UPS Ground up to the allowed weight limits and LTL for larger shipments. The customer may request expedited shipping at their expense.   | * |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *  | Comments                        |
|-----------|---|---------------------------------|
| 62        | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | See uploaded IPLHF7 price list. |

Table 13: Audit and Administrative Fee

| Line Item | Question   | Response *  |   |
|-----------|--|---|---|
| 63        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.   | Snap-on will employ a specific price matrix (IPLHF7) for this contract. Sourcewell member accounts will be linked to this price matrix. The matrix will not allow price deviation or product substitution. Quarterly report information is generated by a query of all accounts linked to the matrix. This is the same process Snap-on has used for many years in managing its contracts. | * |
| 64        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | 0.5% of net sales excluding taxes.  | * |

Table 14: Industry Specific Questions

| Line Item | Question  | Response *  |   |
|-----------|---|---|---|
| 65        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.               | Overall sales and new accounts are the primary metrics to measure for contract success.   | * |
| 66        | Identify any certification(s) that your business or the products included in your proposal have attained or received.   | Snap-on Incorporated is ISO 14001 and ISO 9110 framework certified as well as conforming to OHSAS 18001 safety standards. Documentation uploaded.   | * |
| 67        | Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.                            | Snap-on continually develops updates, upgrades and accessories for its products to extend their useful life and address changing technology. One example would be software upgrades for handheld diagnostic equipment, which when installed extends the equipment's useful life for many years. | * |
| 68        | For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force. | All service personnel receive training appropriate to their requirements.   | * |
| 69        | Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).   | Parts are stocked in 4 distribution centers across the US. Service work is performed at 3 service centers in the US and onsite by service personnel for certain products.   | * |

## Exceptions to Terms, Conditions, or Specifications Form

## EXHIBIT 2

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### Documents

#### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

EXHIBIT 2

- [Financial Strength and Stability](#) - Question 10 Snap-on Incorporated 2018 Annual Report.pdf - Wednesday January 29, 2020 14:57:30
- [Marketing Plan/Samples](#) - Snap-on Industrial Marketing Plan Samples.zip - Wednesday January 29, 2020 15:07:15
- [WMBE/MBE/SBE or Related Certificates](#) - Question 40 Snap-on Industrial Supplier Diversity Statement.pdf - Wednesday January 29, 2020 15:07:51
- [Warranty Information](#) - Question 40 Snap-on Industrial Warranty Policy.pdf - Wednesday January 29, 2020 15:08:02
- [Pricing](#) - Snap-on Industrial Pricing Documents.zip - Wednesday January 29, 2020 15:08:22
- [Additional Document](#) - Snap-on Industrial Additional Documents.zip - Wednesday January 29, 2020 15:08:38

**Proposers Assurance of Comp****PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Gowey, Vice President - Sales North America Critical Industries, Snap-on Industrial, A Division of IDSC Holdings LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No