

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://sfsd.mt.gov/>

T.C. #: SW818

Title: Small Hand, Power Tools, and Accessories

CONTRACT TERM	FROM	October 11, 2016	CONTRACT STATUS	NEW (xx)
	TO	October 10, 2017		RENEW ()
VENDOR ADDRESS	Snap-on Industrial PO Box 9004 Crystal Lake, IL 60039		ORDER ADDRESS	
ATTN:	Bobby Draper		ATTN:	
PHONE:	985-807-3111		PHONE:	
FAX:	N/A		FAX:	
E-MAIL:	Robert.l.draper@snapon.com		E-MAIL:	

PRICES:

For pricing and other information regarding this contract, please go to the following landing page:
https://www1.snapon.com/Industrial/Government_Military/StateofOregon.html

TERMS: Net 30 days

REMARKS:

This is the first year of the contract.

NASPO ValuePoint
SW818

Rhonda R. Grandy, Contracts Officer

Date: 10/11/16

AUTHORIZED SIGNATURE

PARTICIPATING ADDENDUM
NASPO ValuePoint
Small Hand & Power Tools & Accessories
Administered by the State of Oklahoma (hereinafter "Lead State")

MASTER AGREEMENT
Snap-On Industrial, a Division of IDSC Holdings LLC
Master Agreement No: SW818
(hereinafter "Contractor")

And

State of Montana
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Small Hand & Power Tools and Accessories led by the State of Oklahoma for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

ACCESS AND RETENTION OF RECORDS: Contractor shall provide the State, Legislative Auditor, or their authorized agents access to any records for a period of eight years necessary to determine contract compliance. (18-1-118, MCA.)

ASSIGNMENT, TRANSFER, AND SUBCONTRACTING: Contractor may not assign, transfer, or subcontract any portion of this contract without the State's prior written consent. (18-4-141, MCA.)

COMPLIANCE WITH LAWS: Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

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CHOICE OF LAW AND VENUE: Montana law governs this contract. The parties agree that any litigation concerning this bid, proposal, or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (18-1-401, MCA.)

HOLD HARMLESS/INDEMNIFICATION: Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

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5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Bobby Draper
Address	
Telephone	985-807-3111
Fax	
E-mail	Robert.l.draper@snapon.com

Participating Entity

Name	Rhonda R. Grandy
Address	125 North Roberts, Room 165 Mitchell Bldg., Helena, MT 59620
Telephone	406-444-3320
Fax	406-444-2529
E-mail	rhgrandy@mt.gov

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

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

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

Participating State: Montana	Contractor:
By: Cheryl Grey	By: Andrew R. Ginger
Name: 	Name: 
Title: Administrator, State Financial Services Division	Title: President, Industrial
Date: 10/3/2016	Date: 9-30-2016
Approved as to Legal Content 	
Date: September 29, 2016	