

AGREEMENT

34889

THIS AGREEMENT is made and entered, in duplicate, as of November 15, 2017, for reference purposes only, pursuant to Resolution No. RES-17-0137 adopted by the City Council of the City of Long Beach at its meeting on November 14, 2017, by and between SNAP-ON INDUSTRIAL, a division of IDSC HOLDINGS LLC, a Wisconsin limited liability company ("Contractor"), with a place of business located at 3011 E. Route 176, Crystal Lake, IL 60014-2256, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase 41 technician work stations for use by Fleet Services Bureau Maintenance staff ("Work Stations"); and

WHEREAS, the Corona-Norco Unified School District has a contract for the purchase and installation of technician work stations ("Norco Contract"); and

WHEREAS, Resolution No. RES-17-0137 authorizes the City to purchase technician work stations by virtue of the Norco Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The Norco Contract with Contractor, attached hereto as Exhibit "A", is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the Norco Contract shall be applicable here except as follows:

A. Wherever the Norco Contract refers to the Corona-Norco Unified School District, it shall be deemed to refer to the City of Long Beach;

B. Contractor shall sell, furnish and deliver to the City work stations of substantially the same type and kind purchased under the Corona-Norco Unified School District, in the type and quantities described in Exhibit "B"

1 attached hereto and incorporated by this reference, in an amount not to exceed  
2 Two Hundred Seventy Thousand One Hundred Seventy-Six Dollars (\$270,176),  
3 inclusive of taxes and fees. To the extent that the Norco Contract and this  
4 Agreement are inconsistent, the following priority shall govern: (1) this  
5 Agreement and (2) the Norco Contract.

6 C. Payment for the work stations purchased from Contractor by  
7 the City shall be made by the City on delivery to and acceptance of the work stations  
8 by the City and submittal of an invoice to the City. Payment is due thirty (30) days  
9 after the date of the invoice.

10 D. The term of this Agreement shall commence at midnight on  
11 November 15, 2017, and shall terminate at 11:59 p.m. on November 14, 2018.

12 E. All warranties shall accrue to the City of Long Beach.

13 2. Neither this Agreement nor any money that becomes due to  
14 Contractor under this Agreement may be assigned by Contractor without the prior written  
15 consent of the City Manager or his designee.

16 3. Any notice given under this Agreement shall be in writing and  
17 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be  
18 delivered or mailed to Contractor at the relevant address first stated above, and to the City  
19 at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice  
20 shall be deemed given three days after deposit in the mail.

21 4. The terms appearing on the Norco Contract are incorporated in this  
22 Agreement.

23 5. Contractor shall cooperate with the City in all matters relating to self-  
24 accrual of use tax. Contractor shall contact the City Treasurer for additional information  
25 regarding self-accrual.

26 6. This Agreement and all documents which are incorporated by  
27 reference in this Agreement constitute the entire understanding between the parties and  
28 supersede all other agreements, oral or written, with respect to the subject matter of this

1 Agreement.

2 IN WITNESS WHEREOF, the parties have caused this document to be duly  
3 executed with all formalities required by law as of the date first stated above.

4 SNAP-ON INDUSTRIAL, a division of  
5 IDSC HOLDINGS LLC, a Wisconsin limited  
6 liability company

7 February 5, 2018

8 By [Signature]  
9 Name Gustavo Gonzalez  
10 Title Vice President, IDSC Holdings LLC

11 "Contractor"

12 CITY OF LONG BEACH, a municipal  
13 corporation

14 2/14, 2018

15 By [Signature]  
16 City Manager

17 "City"

18 This Agreement is approved as to form on February 14, 2018.

19 CHARLES PARKIN, City Attorney

20 By [Signature]  
21 Deputy

# EXHIBIT “A”

## AGREEMENT

THIS AGREEMENT (the "Agreement"), dated the 7th day of December, 2016, in the County of Riverside, State of California, by and between the Corona-Norco Unified School District, hereinafter referred to as "DISTRICT" or "OWNER" and, Snap-on Industrial, a Division of IDSC Holdings, LLC, hereinafter referred to as "VENDOR."

### WITNESSETH:

That DISTRICT and VENDOR, for the consideration stated herein, agree as follows:

**1. Contract**

The complete Contract includes all of the contract documents, including the Notice Inviting Bids, Instructions to Bidders, Bid Form, Information Required of Bidder, Noncollusion Declaration, Workers' Compensation Certification, Drug-Free Workplace Certification, Criminal Records Check Certification, Certificate of Insurance, this Agreement and all modifications and amendments thereto, all of which by this reference are incorporated herein (the "Contract Documents"). The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

**2. Statement of Work**

VENDOR shall perform within the time set forth in the Notice Inviting Bids everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, supplies, and all utility and transportation services as described in the Contract Documents and required for the work described as follows:

Please refer to the attached List of Awarded Items for Snap-on Industrial

in accordance with plans, drawings and specifications, if any, prepared by Corona-Norco Unified School District dated October 17, 2016. All of said work to be performed and equipment and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with all such plans, drawings, specifications and provisions of the Contract Documents. VENDOR shall be liable to DISTRICT for any damages arising as a result of a failure to fully comply with this obligation.

**3. Term**

The term of this Agreement shall commence on December 7, 2016 (the "Effective Date"), and shall continue thereafter until the earlier of December 6, 2017, with the option to extend for two (2) additional one (1) year terms. If the work or delivery of equipment or supplies is not timely completed as required by this paragraph, VENDOR shall be deemed to be in default and DISTRICT may avail itself of any and all legal or equitable remedies. DISTRICT and VENDOR stipulate and agree that the amount of time for completion as specified herein is reasonable.

4. **Compensation**

DISTRICT shall make payments to VENDOR, as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the following amounts stipulated in the bid proposal:

Automotive Technology Bid No. 16/17-008, reflected in the enclosed List of Awarded Items for Snap-on Industrial

5. **Price Escalation**

In the event that the bidder's supplier or manufacturer increases the price of the item(s) to be supplied hereunder during the term of the contract, only such increases may be passed on to the DISTRICT. At the time of request, bidder must furnish written substantiation of increase be its supplier/manufacturer to DISTRICT's Purchasing Director. Said substantiation shall be in the form of invoices, receipts and/or other appropriate documentation showing costs in effect at the time of the bid proposal versus cost in effect at the time of the request for price escalation. Any price increase must be substantiated to the satisfaction of DISTRICT and shall only be effective upon acceptance by DISTRICT in writing. In no event, however, shall the total increase in price for any goods under the contract exceed 5% during the initial term of the contract. No increase in overhead and/or profit to bidder will be allowed.

6. **Independent Contractor**

VENDOR is, and shall at all times be deemed to be, an independent contractor and not an agent or employee of DISTRICT.

7. **Indemnification**

VENDOR shall indemnify, save, and hold harmless DISTRICT and its Board, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of action for property damage, bodily injury or death to the extent caused by the failure of the products provided by VENDOR to meet the specifications related thereto, or the negligent act or omission of VENDOR in the performance by VENDOR of any Services hereunder.

8. **Insurance**

At its sole cost and expense, VENDOR shall obtain and maintain for the entire term of the Agreement the following insurance with coverage limits not less than as specified: (1) Commercial General Liability, including \$1,000,000 bodily injury and property damage liability, \$2,000,000 general aggregate, \$1,000,000 products and completed operations, \$1,000,000 personal/advertising aggregate, \$100,000 damages to rented premises, and \$10,000 medical expenses; (2) Automobile Liability for owned and non-owned vehicles with \$1,000,000 combined single limit, (3) Workers Compensation as required by law, (4) Employer's Liability, including \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease – policy limit, \$1,000,000 bodily injury by disease – each employee; and (5) Excess Liability / Umbrella of \$1,000,000 each occurrence, \$2,000,000 aggregate. VENDOR shall name DISTRICT as

additional insured on the Commercial General Liability policy and provide to DISTRICT a certificate of insurance with additional insured endorsement prior to performing any Services.

9. **Termination**

Either party may terminate this Agreement, in whole or in part, for any or no reason. Such termination shall be effective on the date the terminating party provides written notice to the other party.

10. **State Audit**

Pursuant to and in accordance with the provisions of California Government Code section 8546.7, or any amendments thereto, all books, records, and files of DISTRICT or VENDOR connected with the performance of the Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of DISTRICT or as part of any audit of DISTRICT, for a period of three (3) years after final payment is made under the Agreement. VENDOR shall preserve and cause to be preserved such books, records, and files for the audit period.

11. **Tax Identification Number**

No later than the Effective Date of this Agreement, VENDOR shall furnish to DISTRICT (1) its Federal Tax Identification Number or Social Security Number, whichever is applicable, and (2) a completed and signed W-9 Form.

12. **Criminal Records Check Certification**

If any portion of the work under the Agreement is to be performed at an operating school, VENDOR shall be required to comply with the applicable requirements of Education Code section 45125.2 with respect to fingerprinting of employees who may have contact with DISTRICT's pupils and shall complete the Criminal Records Check Certification form provided by the DISTRICT.

13. **Amendment; Assignment**

This Agreement may only be amended with the mutual written consent of both parties. Neither party may assign its rights or obligations under this Agreement to another party.

14. **Notice**

All notices, requests, demands, and other communications given or required to be given under this Agreement shall be in writing, duly addressed to the parties as follows:

**DISTRICT:**

Corona-Norco Unified School District  
Purchasing Department  
2820 Clark Avenue  
Norco, California 92860  
Attn: Jordana Moreno

**VENDOR:**

Snap-on Industrial, a Division of IDSC Holdings LLC  
Attn: Contract Administration Department  
2801 80th Street  
Kenosha, WI 53143  
Attn: Andrea K. Ehler, Manager Contract Administration

**15. Department of Industrial Relations (DIR) Registration (IF APPLICABLE)**

If any portion of the work or services to be performed by Seller under this Purchase Order constitutes a "public work" as defined in California Labor Code section 1720(a), and payment will be made by Buyer in whole or in part out of public funds, prior to issuing this Purchase Order, Seller shall be required to be registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 and such work or services constituting a public work shall be subject to compliance monitoring and enforcement by DIR.

**16. Governing Law**

This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. Venue shall be in Riverside County.

**17. Required Provisions**

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then, upon application of either party, the Agreement shall forthwith be physically amended to make such insertion or correction.

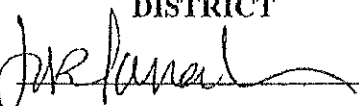
**18. Entire Agreement**

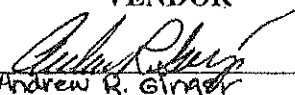
The complete Contract as set forth in Section 1 of this Agreement constitutes the entire Agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract, exists between the parties. This Contract can be modified only by an agreement in writing, signed by both parties and pursuant to action of the Governing Board.

**19. Authority**

Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT  
By:   
Its: Director, Purchasing  
Date: December 7, 2016

VENDOR  
By:   
Its: President, Industrial Division  
Date: 12/13/16



## **WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 states as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public District, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of section 3702."

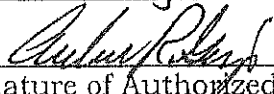
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

[Signatures follow on next page]

Snap-on Industrial, a Division of IDSC Holdings LLC  
(Proper Name of Vendor)

By: Andrew R. Ginger

  
(Signature of Authorized Signor)

President, Industrial Division  
(Title of Signor)

By: ~~\_\_\_\_\_~~

~~\_\_\_\_\_~~  
(Signature of Authorized Signor)

~~\_\_\_\_\_~~  
(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

**DRUG-FREE WORKPLACE**  
**CERTIFICATION**

This Drug-Free Workplace Certification form is required from all successful Bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Drug-Free Workplace Act of 1990 provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying

employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

In signing below, VENDOR covenants that it has complied with the signature requirements described in Paragraph 4 of the Information for Bidders.

VENDOR - SNAP-ON INDUSTRIAL, DIVISION  
OF IDSC HOLDINGS LLC

Date: 12/13/16

By: Andrew R. Ginger

Its: President, Industrial Division

Date: X

By: X

Its: X

**CRIMINAL RECORDS CHECK CERTIFICATION**  
**(Vendor Fingerprinting Requirements)**

---

**VENDOR CERTIFICATION**

With respect to the Agreement dated \_\_\_\_\_ 20\_\_\_\_ by and between Corona-Norco Unified School District ("DISTRICT") and \_\_\_\_\_ ("VENDOR") for the provision of services, CONTRACTOR hereby certifies to DISTRICT's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with DISTRICT pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

---

Contractor's Representative

---

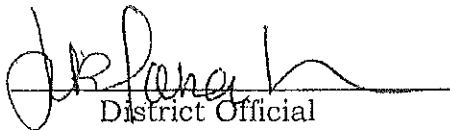
Date

---

**VENDOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Corona-Norco Unified School District ("DISTRICT") has determined that Snap-on Industrial ("VENDOR") is exempt from the criminal background check certification requirements for the agreement dated December 7, 2016, by and between DISTRICT and VENDOR ("Agreement") because:

- ☒ [ x ] VENDOR's employees will have limited contact with DISTRICT students during the course of the Agreement; or
- ☐ [ ] Emergency or exceptional circumstances exist.

  
District Official

December 7, 2016  
Date



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/15/2017 11/3/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 5847 San Felipe, Suite 320 Houston TX 77057	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Continental Casualty Company	20443
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES HOUSNIT CERTIFICATE NUMBER: 14363528 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOG OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	NOT APPLICABLE			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liability	N N	287432234	9/15/2016	9/15/2017	\$1,000,000 per claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 14363528 Corona-Norco Unified School District 2820 Clark Ave. Norco CA 92860	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

1/1/2017

DATE (MM/DD/YYYY)

10/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1065969 SNAP-ON INCORPORATED, Snap-on Tools Company LLC IDSC Holdings, LLC d/b/a Snap-on Industrial Attn: Karen Parmentier - Risk Analyst 2801 80th Street Kenosha, WI 53143	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Co of CT	
	<b>INSURER B:</b> Continental Casualty Company	
	<b>INSURER C:</b> Travelers Property Casualty Co of America	
	<b>INSURER D:</b> Safety National Casualty Corporation	
<b>INSURER E:</b> The Phoenix Insurance Company		
<b>INSURER F:</b>		

**COVERAGES** SNAON01 **CERTIFICATE NUMBER:** 14329614 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	N	HBBXGL472M4454TCT16 (BXCBS \$500,000 SIR)	1/1/2016	1/1/2017	EACH OCCURRENCE	\$ 1,500,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
	<input checked="" type="checkbox"/> Contractual Liab.						MED EXP (Any one person)	\$ Excluded
	<input type="checkbox"/> Included						PERSONAL & ADV INJURY	\$ 1,500,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 1,500,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 6,000,000
	OTHER:							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	N	N	HC2B-CAP-472M4466-TCT-16	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$ XXXXXXXX
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident)	\$ XXXXXXXX
	<input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB	N	N	L2099653836	1/1/2016	1/1/2017	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	HC2JUB472M443016 (AOS) HRNUB472M444216 (MA)	1/1/2016 1/1/2016	1/1/2017 1/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
D	Excess Workers Compensation IL, IA, & WI	N	N	SP4054076	1/1/2016	1/1/2017	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
							Retention - \$600,000 Limit - Statutory Employers Liability - \$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Certificate Holder is included as additional insured as required by written contract with respect to general liability per the terms and conditions of the policy.

**CERTIFICATE HOLDER**

14329614  
Corona-Norco Unified School District  
2820 Clark Ave.  
Norco CA 92860

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Snap-on Incorporated</b>		
	2 Business name/disregarded entity name, if different from above <b>IDSC Holdings LLC, dba Snap-on Industrial, a Division of IDSC Holdings LLC</b>		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=s corporation, S=s corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <b>5</b> Exemption from FATCA reporting code (if any) <b>D</b> (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) <b>2801 80th st</b>	Requester's name and address (optional) <b>Corona-Norco Unified School District Purchasing Dept 2820 Clark Ave, Norco, CA 92860</b>	
	6 City, state, and ZIP code <b>Kenosha WI 53143</b>		
	7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
<div></div>	<div></div>
or	
Employer identification number	
<div></div>	<div></div>

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <b>December 8, 2016</b>
-----------	--	--------------------------------

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.  
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fv9](http://www.irs.gov/fv9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# ***Snap-on Industrial***

*The following is an explanation regarding our W-9 as provided by our corporate tax manager. Snap-on Industrial is a division of IDSC Holdings LLC (IDSC). IDSC is a wholly owned subsidiary of Snap-on Incorporated. Additionally, IDSC is a single member LLC (Limited Liability Company) which is disregarded for Federal Income Tax purposes. In other words, the income generated by IDSC is reported to the Internal Revenue Service (IRS) on a consolidated return as part of Snap-on Incorporated. Notwithstanding these facts, IDSC is a separate legal entity and its FEIN is 36-4070294.*

*The W-9 provided to you has been completed per the IRS rules and regulations for disregarded LLC's. All of this may create confusion when reviewing the W-9. However, the form is completed correctly. It will not change or affect the business relationship between Snap-on Industrial and your company. All purchase orders and invoices will be in the name of Snap-on Industrial, a division of IDSC Holdings LLC. Also, your payments should be made payable to Snap-on Industrial, a division of IDSC Holdings LLC.*

*The correspondence address for Snap-on Industrial is PO Box 9004, Crystal Lake, IL 60039; the remittance address is 21755 Network Place, Chicago, IL 60673-1217. The corporate headquarters' office is located at 2801 80<sup>th</sup> Street, Kenosha, WI 53143*

*If your company chooses to issue a 1099 for the purchase of goods from Snap-on Industrial, a Division of IDSC Holdings LLC, the 1099 should be issued to Snap-on Incorporated using TIN 39-0622040.*

# EXHIBIT “B”

## EXHIBIT B



Submit To: Snap-on Industrial,  
A Division of IDSC Holdings LLC  
PO BOX 9004  
Crystal Lake, IL 60014-9004

877-740-1900

Number CRM-001-136752779-Total2017  
Type: Quote  
Customer: 200830432  
CustRF LD and 23 HD  
Ship Best Way  
Terms: P30 - NET 30 DAYS

Delivery To: 200830432  
LONG BEACH FLEET SERVICE  
2600 TEMPLE AVENUE  
LONG BEACH, CA 90806

Bill To: 200815055  
LONG BEACH FLEET SERVICE  
2600 TEMPLE AVENUE  
LONG BEACH, CA 90806

Line	Item	Description	Qty	List	Unit Price	Total	Charge Type
1	BAB019746	CSTM Light Duty 14 BAB	1	\$ 131,057.63	\$131,057.63	\$ 131,057.63	Parts
2	BABFREIGHT	FREIGHT BAB Light Duty	1	\$ 9,556.51	\$ 9,556.51	\$ 9,556.51	Freight
3	BABINSTALL	BAB INSTALL Light Duty	1	\$ 18,700.00	\$ 18,700.00	\$ 18,700.00	Install
4	BAB028020	CSTM Heavy Duty 27 BAB	1	\$ 82,701.31	\$ 82,701.31	\$ 82,701.31	Parts
5	BABFREIGHT	BAB FREIGHT Heavy Duty	1	\$ 6,249.74	\$ 6,249.74	\$ 6,249.74	Freight
Parts Sub Total:						\$ 213,758.94	
Tax Total:						\$ 21,910.29	Tax Rate 10.25%
Freight:						\$ 15,806.25	
Install:						\$ 18,700.00	
Total:						\$ 270,176.48	

### NOTES:

BAB#019746R5.0

#### Product Quantity Description

WSBKRSST29048X 12.00 QTY. 1-9 / Custom Stainless Steel Top - 29"D x 36.10" - 48" W, See Stainless Notes for Actual Width.

24SKIRTSET 7.00 2 Side Skirts For KRS2496A, 2418A, 722C, 756C, 4804A, 4815B, 1815B, 7215C, 2413B & 2415B

KRS2417B 14.00 Snap-on Docker Locker - Under Bench Model with levelers- Includes (1) Snap-on 7088A Cart

KRS3616A 2.00 36" Wall Mounted Or Riser Mounted Overhead Storage.

WSBRECSPP36X 2.00 Qty. 1-5 Block Style Riser for over head bulk cabinet w/ 1 Electric Quad Built In and stainless back panel. 36"L X 18"D X 18"H. Includes Mounting Hardware & Hardware Cover Caps. Any 4 Standard Color.

WSBRECSPP48Y 12.00 Qty. 6+ Block Style Riser for over head bulk cabinet w/ 2 Electric Quads Built In and stainless back panel. 48"L

WSBKRSST29036X 2.00 Qty. 1-9 / Custom Stainless Steel Top - 29"D x 30.10" - 36" W, See Stainless Notes for Actual Width. \*Image shown may not be actual product.

BABA28KPS 8.00 28" Cabinet Side Skirt

KRS4816A 12.00 48" Wall Mounted Overhead Storage

MS200-SERIES KEY ALIKE 55.00 Master Lock Series Key and Plug Assembly. Numbers are MS200KP Through MS299KP. The Master Key Part Number For This Series is MK2.

MS2K 2.00 Master Key For MS200 Series Locks

Triple Bank (73.04"W x 29.09"D x 38.58"H) - 19 Drawers with levelers - Front Skirt Approx. Square Inches 11,499 - (cm<sup>2</sup>) (74,187) Red, Gloss Blue

PN2-83408 3.00 PBO .5 oz. Red Touch Up Paint

29SKIRTSET 5.00 2 Side Skirts For KRS1022C, 1056C, 1032D, 1501C, 1521C, 1522C, 7022C, 7023C & All L5

WSBKRSST29120Y 14.00 Qty 10+ / Custom Stainless Steel Top - 29"D x 108.10" - 120" W, See Stainless Notes for Actual Width. \*Image shown may not be actual product.

BABA7088DRKT 14.00 Add On Drawer Section For KR7088A Roll Cart

KRS1815B 14.00 Bulk storage 18" W Includes Levelers - Front Skirt (1) Shelf included

BABA3478 4.00 34" Locker Cabinet Includes Levelers - Front Skirt (5) Shelves Included 34"W x 28"D x 77.5"H

BABA3478ROL 6.00 34"W X 77.5"H Storage Cabinet - Open Bottom To Roll In Oil Drains or Roll Carts. ANY STD COLOR

KRSWK27A 28.00 28" X 38" Bench Leg With Brace and Leveling Feet

#### **BAB#028020**

##### **Product Quantity Description**

KRL7023CPCM6 27.00 Roll Cab, Triple Bank, 19 Drawers, Color: Royal Blue PCM, With Wood Top installed.

KRBC3TD 27.00 Roll Cart, BLUE-POINT, 2 Shelves, Locking Drawer, Red

**Total Weight: 0.00 LB**

**Federal ID: 36-4070294**

**Cage Code: 55719**

**GSA Contract: GS-06F-0006L**

**DUNS: 806095217**

**IDSC HOLDINGS LLC  
&  
SNAP-ON INDUSTRIAL, A DIVISION OF IDSC HOLDINGS LLC**

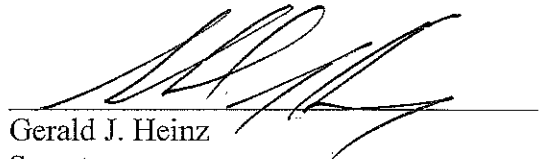
**CERTIFICATION OF SECRETARY**

I, GERALD J. HEINZ, Secretary of IDSC Holdings LLC, a Wisconsin limited liability company (the "Company"), do hereby certify that Gustavo Gonzalez is a duly elected, qualified and acting Vice President of the Company and is authorized to sign contracts and other agreements on behalf of the Company.

I FURTHER CERTIFY that Snap-on Industrial is a Division of the Company and that Gustavo Gonzalez is authorized to sign contracts and other agreements on behalf of Snap-on Industrial, a Division of IDSC Holdings LLC.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 5<sup>th</sup> day of February, 2018.

IDSC Holdings LLC

  
\_\_\_\_\_  
Gerald J. Heinz  
Secretary