



FULLY EXECUTED - CHANGE 5

Contract Number: 4400002110

Contract Change Effective Date: 06/30/2016

Valid From: 04/01/2008 To: 12/31/2016

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 103518

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

MOHAWK RESOURCES LTD

P.O. Box 110

AMSTERDAM NY 12010-0110 US

Supplier Phone Number: 5188421431

Supplier Fax Number: 518-842-1289

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

WSCA 06405 - Mohawk Resources Ltd

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION.

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

State of Washington Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	06405
Mohawk Resources LTD. 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010-5321	Amendment No.:	18
	Effective Date:	6/30/2016

**EIGHTEENTH AMENDMENT
 TO
 CONTRACT NO. 06405
 VEHICLE LIFTS (NASPO VALUEPOINT)**

This Eighteenth Amendment ("Amendment") to Contract No. 06405 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Mohawk Resources LTD, a Nevada private limited company ("Contractor") and is dated as of June 30, 2016.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No.06405 for vehicle lifts dated effective as of April 13, 2006 ("Contract").
- B. The Parties previously amended this Contract nine (9) times as follows: Contract amendments #1 issued August 12, 2010, #6 issued February 10, 2009, #9 issued November 16, 2011, #10 issued July 30, 2012, #12 issued February 8, 2013, #13 issued March 21, 2013, #14 issued April 11, 2013, #15 issued January 21, 2015, #16 issued March 13, 2015 and #17 issued November 5, 2015. Due to erroneous clerical errors in the previously numbering system for amendments that was used amendments #2, #3,#4,#5, #7, #8 and #11 were never issued and do not exist.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

- 1. **TERM.** Section 1 C -Term of Contract is amended to extend the term six (6) months, ending December 31, 2016, or until such time that a replacement contract is awarded, if earlier.
- 2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**MOHAWK RESOURCES LTD.,
A NEVADA COMPANY**

By: _____

Name: Steven Perlstein

Title: President

Date: _____



6/30/16

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: _____

Name: Greg Tolbert

Title: Legal Services Manager


Date: June 29, 2016



State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **June 30, 2016**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	Contract Extension: The period of performance has been extended to December 31, 2016 or until implementation of a replacement contract, whichever occurs first in time.		
WSCA approval			
Current Extension Period:	06/30/2016	Through:	12/31/2016
Previous Terms:	01/01/2016	Through:	06/30/2016
	03/31/2013	Through:	12/31/2015
	03/31/2011	Through:	03/31/2013
	04/01/09	Through:	03/31/11
	04/01/08	Through:	03/31/09
	04/13/06	Through:	03/31/08
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Steril-Koni USA, Inc. <i>See Contractor Information pages 13-15</i>		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
FTA/Buy America	FTA's on this contract meeting Federal Guidelines. <div style="text-align: center;">  06405 FTA Letter.pdf </div>		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Steril-Koni) 2. Arkansas (Mohawk Only and Steril-Koni) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Steril-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Steril-Koni) Exp 3/31/2015 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Steril-Koni) 8. Florida (ARI-Hetra, Mohawk and Steril-Koni) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 9. Foothill Transit of West Covina-California (Stertil-Koni Only) 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk & Stertil Koni) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nebraska (Mohawk) 21. Nevada (ARI-Hetra, Mohawk and Stertil-Koni) 22. New Hampshire (Mohawk Only) 23. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 24. North Dakota (Mohawk and Stertil-Koni) 25. Oklahoma (Mohawk Only) 26. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 27. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 28. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 29. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 30. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 31. Vermont (Mohawk) 32. Virginia (Mohawk and Stertil-Koni Only) 33. West Virginia (Mohawk and Stertil-Koni only) 34. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 35. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract Pricing:	PRICING METHOD AND ADJUSTMENTS The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is

Current Contract Information

Contract No. 06405

Page 3

	<p>placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.</p> <p>All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.</p> <p>Second Tier Pricing/Volume Pricing: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.







Contract Administrator:	Philip Saunders
Phone Number:	(360) 407-7962
Fax Number:	(360) 586-2426
E-mail:	philip.saunders@des.wa.gov

Visit our Internet site: <http://www.des.wa.gov>

NOTES:

- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).




CONTRACT ACTION HISTORY:










6/30/2016	<p>CONTRACT EXTENSION: Contract has been extended with the current three contractors until December 31, 2016. This is to allow additional time for rebid completion. Invitation for Bid 08314A is underway. Terms, conditions, specifications and pricing remain unchanged.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 ARI- Phoenix Signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 Mohawk Signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 Stertil -Koni Signed.pdf </div> </div>
11/30/2015	<p>CONTRACT EXTENSION: Contract has been extended with the current three contractors until June 30, 2016. This is to allow additional time for rebid. Invitation for Bid 08314A is underway. Terms, conditions, specifications and pricing remain unchanged.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 Mohawk signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 Stertil Koni signed.pdf </div> </div>
05/18/2015	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to December 31, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation is complete and undergoing NASPO and State review. The solicitation is anticipated to be released in April 2015.</p>










Current Contract Information




Contract No. 06405

Page 5

	 06405a16 Mohawk - Executed.pdf	 06405a16 Mohawk - Executed.pdf	 06405a16 Stertil-Koni - Execute	

<p>1/29/2015</p>	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to June 30, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation Development process is nearing completion. The solicitation is anticipated to be released in February 2015.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  06405a15 - ARI - Executed.pdf </div> <div style="text-align: center;">  06405a16 - Mohawk - Executed.pdf </div> <div style="text-align: center;">  06405a15 - Stertil - Executed.pdf </div> </div>
<p>12/9/2014</p>	<p>INFORMATIONAL: Letter from U.S. Department of Administration Federal Transit Administration concerning use of state contracts for purchases involving federal funds.</p> <div style="text-align: center;">  06405 FTA Letter.pdf </div>
<p>09/26/2014</p>	<p>ADMINISTRATIVE CHANGE: addition of Stertil Koni PA for the State of Iowa</p> <div style="text-align: center;">  Steril Koni Participating Addendu </div>
<p>07/28/2014</p>	<p>ADMINISTRATIVE CHANGE: Updated Mohawk's contact information.</p>
<p>05/18/2014</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div style="text-align: center;">  WSCA 5-28-14.pdf </div>
<p>10/16/2013</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div style="text-align: center;">  WSCA 10-14-13.pdf </div>
<p>07/22/2013</p>	<p>CONTRACT CHANGE: Stertil-Koni provided an executed PA for the state of Arkansas.</p> <div style="text-align: center;">  WSCA ~ AR.pdf </div>
<p>07/01/2013</p>	<p>CONTRACT CHANGE:</p> <p> This effects Washington State only and does not impact WSCA Sales</p> <p>A price adjustment to compensate for a .74% Management Fee required on Washington State Master contracts effective July 1, 2013 is approved. Contract Pricing Effective July 1, 2013</p>

	<p><u>Mohawk product Line</u> Pricing is 14.963% Discount off current Manufactures List Prices.</p>  <p>This effects Washington State only and does not impact WSCA Sales</p>
<p>06/04/2013</p>	<p>ADMINISTRATIVE CHANGE: Added executed PA from Nevada for Mohawk</p> 
<p>02/26/2013</p>	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p>   
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 11 </p> <p>Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni's inground Diamond Lift 64 and Diamond Lift 96 have been added. To review the ALI certification please go to: <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9feee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument 3. Stertil Koni's ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with adjustable forks are now standard and are a reduction in price.
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 10</p>    <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p>

	<p>5. Lift Inspection and Service: As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor's representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>
08/18/2012	<p>CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.</p>
06/01/2012	<p>ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.</p>
05/21/12	<p>ADMINISTRATIVE CHANGE: Removed the State of Arizona's participating addendum.</p>
02/03/12	<p>ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.</p>
12/14/11	<p>ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni</p>
11/21/11	<p>CONTRACT CHANGE: Added The Federal Clause on Amendment #9</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Ar-Hetra.pdf </div> <div style="text-align: center;">  Mohawk.pdf </div> <div style="text-align: center;">  Stertil-Koni.pdf </div> </div>
10/08/11	<p>CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia</p>
08/30/11	<p>ADMINISTRATIVE CHANGE: Updated Contract Specialist Information</p>
08/03/11	<p>PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)</p>
06/01/11	<p>PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.</p>
05/26/11	<p>ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.</p>
04/19/11	<p>ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.</p>
04/01/11	<p>CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.</p>
01/04/11	<p>Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.</p>
12/02/10	<p>ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.</p>
11/29/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms</p>
10/14/2010	<p>Stertil-Koni: Added to the State of North Dakota & the State of Oregon.</p>
10/05/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.</p>
9/29/2010	<p>Stertil-Koni: Added to the State of California.</p>

Current Contract Information

Contract No. 06405

Page 9

8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. (see Mohawks website for pricing)
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative “Olson Shop Equipment” has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the “HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See “Contract pricing” for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See “Contract pricing” for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David Newton/Vancouver, Washington.
5/20/09	1) ARI-HETRA: Adjust ARI_HETRA’s discount on the “HDXL-902 equipment only” through August, 18, 2009 from 18.21% “Discount off current Manufacturer’s Published List Price (MPL)” to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MPL on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of “ <u>Second Tier Pricing/Volume Pricing</u> ” – page 2.
4/15/09	Adjust Stertil-Koni USA “additional quantity discount” from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.
4/1/09	1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil –Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged. 2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09. 2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.
1/21/09	1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b): a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30 2) ARI-Hetra: Manufacturer’s published List Price updated to 06/16/08 3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more

Current Contract Information

Contract No. 06405


Page 10

	<p>items ordered per amendment #5..</p> <p>4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.</p>
12/2/08	Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.
11/13/08	<p>1) Stertil-Koni: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060's and ST-1073's, effective 11/13/08, per amendment #4.</p> <p>2) Stertil-Koni: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.</p>
10/22/08	<p>1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3.</p> <p>2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract." Removed from Contract Pricing "TP-15" and replaced with "TP-16"</p> <p>3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract."</p>
9/1/08	Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008
8/7/08	Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.
7/17/08	Added the State of California as a WSCA participating state (Mohawk only).
6/5/08	Updated "Exclusive Distributors" for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.
4/1/08	Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement's Contracts Specialist information.
4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frnHome?OpenForm.</p> <p>In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI "Lifting it Right" Safety Manual ALI "Safety Tips Cards" ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition) ANSI/ALI ALCTV Standard (current edition) 2. ALI/WL Series Uniform Warning Labels/Placards <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>

Current Contract Information

Contract No. 06405

Page 11

2/25/16	<p>Added the State of California (Santa Clara Valley Transportation Authority only) as NASPO participating authorized contract user.</p>  <p>SantaClaraValleyTra ns Approval Ltr signe</p>
2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.
8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, "What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?" The team used a "Request for Proposal" format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the "MPL" prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**

Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

*** Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wsca/>

Manufacturer's Website: <http://www.ari-hetra.com/>

Federal ID No.: 54-1474478

Payment/Order Placement Automotive Resources, Inc. (ARI-HETRA)

Address: 12775 Randolph Ridge Lane,
Manassas, VA 20109

Credit Card Acceptance: American Express, VISA, MasterCard

Minimum Orders: None

Delivery Time: 45 Days After Receipt of Order (ARO)

Payment Terms: 1% 10 Days/Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.

Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Tim Gralewski	Janet Chardovoyne
Phone:	(518) 842-1431 Ext. 20	(518) 842-1431
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	ting@mohawklifts.com	janetc@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Website:

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd

PO Box 110, Vrooman Ave

Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.

3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to

Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State Jake Wheeler
Sales/Service (425)435-6404

Representatives: Wheeler Equipment Company and Service
14751 N Kelsey St.
Suite 105-602
Monroe, WA 98272

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@sterdil-koni.com	kboehm@sterdil-koni.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@sterdil-koni.com	bsinclair@sterdil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

*** Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECREASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.sterdil-koni.com/>

Manufacturer's Website: www.sterdil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.

Payment Terms: 2% 20 days/Net 30

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii.
Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Alan Tye & Associates: Delaware, North Carolina, Pennsylvania, Virginia and West Virginia
 - Benco Equipment: Minnesota, North Dakota
 - D & J Equipment: Eastern Montana, South Dakota
 - Heavy Duty Lift & Equipment: Florida
 - Liftlogic: Alaska, Idaho, Western Montana, Oregon
 - Municipal Maintenance Equipment (MME): Northern California, Western Nevada
 - Power Washer Sales: Maine, Rhode Island
 - Southwest Lift & Equipment: Southern California, Eastern Nevada, Utah
 - Summit Sales: Missouri

State of Washington Vehicle Lift Specification

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| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

- A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

- B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
- (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: *Vehicle Lifts and Related Garage Equipment***

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



06405 ARI-Hetra
Model PA.doc



06405 Stertil Koni
Model PA.doc




06405 Mohawk
Model PA.doc

State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **June 30, 2016**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	Contract Extension: The period of performance has been extended to December 31, 2016 or until implementation of a replacement contract, whichever occurs first in time.		
WSCA approval			
Current Extension Period:	06/30/2016	Through:	12/31/2016
Previous Terms:	01/01/2016	Through:	06/30/2016
	03/31/2013	Through:	12/31/2015
	03/31/2011	Through:	03/31/2013
	04/01/09	Through:	03/31/11
	04/01/08	Through:	03/31/09
	04/13/06	Through:	03/31/08
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Steril-Koni USA, Inc. <i>See Contractor Information pages 13-15</i>		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
FTA/Buy America	FTA's on this contract meeting Federal Guidelines. <div style="text-align: center;">  06405 FTA Letter.pdf </div>		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Steril-Koni) 2. Arkansas (Mohawk Only and Steril-Koni) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Steril-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Steril-Koni) Exp 3/31/2015 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Steril-Koni) 8. Florida (ARI-Hetra, Mohawk and Steril-Koni) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 9. Foothill Transit of West Covina-California (Stertil-Koni Only) 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk & Stertil Koni) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nebraska (Mohawk) 21. Nevada (ARI-Hetra, Mohawk and Stertil-Koni) 22. New Hampshire (Mohawk Only) 23. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 24. North Dakota (Mohawk and Stertil-Koni) 25. Oklahoma (Mohawk Only) 26. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 27. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 28. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 29. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 30. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 31. Vermont (Mohawk) 32. Virginia (Mohawk and Stertil-Koni Only) 33. West Virginia (Mohawk and Stertil-Koni only) 34. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 35. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract Pricing:	PRICING METHOD AND ADJUSTMENTS The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is

Current Contract Information

Contract No. 06405

Page 3

	<p>placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.</p> <p>All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.</p> <p>Second Tier Pricing/Volume Pricing: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.







Contract Administrator:	Philip Saunders
Phone Number:	(360) 407-7962
Fax Number:	(360) 586-2426
E-mail:	philip.saunders@des.wa.gov

Visit our Internet site: <http://www.des.wa.gov>

NOTES:

- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).




CONTRACT ACTION HISTORY:










<p>6/30/2016</p>	<p>CONTRACT EXTENSION: Contract has been extended with the current three contractors until December 31, 2016. This is to allow additional time for rebid completion. Invitation for Bid 08314A is underway. Terms, conditions, specifications and pricing remain unchanged.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 ARI- Phoenix Signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 Mohawk Signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405 Stertil -Koni Signed.pdf </div> </div>
<p>11/30/2015</p>	<p>CONTRACT EXTENSION: Contract has been extended with the current three contractors until June 30, 2016. This is to allow additional time for rebid. Invitation for Bid 08314A is underway. Terms, conditions, specifications and pricing remain unchanged.</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 Mohawk signed.pdf </div> <div style="border: 1px solid black; padding: 5px; text-align: center;">  06405a17 Stertil Koni signed.pdf </div> </div>
<p>05/18/2015</p>	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to December 31, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation is complete and undergoing NASPO and State review. The solicitation is anticipated to be released in April 2015.</p>










Current Contract Information




Contract No. 06405

Page 5

	 06405a16 Mohawk - Executed.pdf	 06405a16 Mohawk - Executed.pdf	 06405a16 Stertil-Koni - Execute	

<p>1/29/2015</p>	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to June 30, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation Development process is nearing completion. The solicitation is anticipated to be released in February 2015.</p> <div style="display: flex; justify-content: space-around;"> <div data-bbox="289 457 493 590">  06405a15 - ARI - Executed.pdf </div> <div data-bbox="509 457 714 590">  06405a16 - Mohawk - Executed.pdf </div> <div data-bbox="730 457 935 590">  06405a15 - Stertil - Executed.pdf </div> </div>
<p>12/9/2014</p>	<p>INFORMATIONAL: Letter from U.S. Department of Administration Federal Transit Administration concerning use of state contracts for purchases involving federal funds.</p> <div data-bbox="289 695 493 827">  06405 FTA Letter.pdf </div>
<p>09/26/2014</p>	<p>ADMINISTRATIVE CHANGE: addition of Stertil Koni PA for the State of Iowa</p> <div data-bbox="289 898 493 1031">  Steril Koni Participating Addendu </div>
<p>07/28/2014</p>	<p>ADMINISTRATIVE CHANGE: Updated Mohawk's contact information.</p>
<p>05/18/2014</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div data-bbox="289 1171 493 1304">  WSCA 5-28-14.pdf </div>
<p>10/16/2013</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div data-bbox="289 1371 493 1503">  WSCA 10-14-13.pdf </div>
<p>07/22/2013</p>	<p>CONTRACT CHANGE: Stertil-Koni provided an executed PA for the state of Arkansas.</p> <div data-bbox="289 1570 493 1703">  WSCA ~ AR.pdf </div>
<p>07/01/2013</p>	<p>CONTRACT CHANGE:</p> <p> This effects Washington State only and does not impact WSCA Sales</p> <p>A price adjustment to compensate for a .74% Management Fee required on Washington State Master contracts effective July 1, 2013 is approved. Contract Pricing Effective July 1, 2013</p>

	<p><u>Mohawk product Line</u> Pricing is 14.963% Discount off current Manufactures List Prices.</p>  <p>This effects Washington State only and does not impact WSCA Sales</p>
<p>06/04/2013</p>	<p>ADMINISTRATIVE CHANGE: Added executed PA from Nevada for Mohawk</p> 
<p>02/26/2013</p>	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p>   
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 11 </p> <p>Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni's inground Diamond Lift 64 and Diamond Lift 96 have been added. To review the ALI certification please go to: <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9feee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument 3. Stertil Koni's ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with adjustable forks are now standard and are a reduction in price.
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 10</p>    <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p>

	<p>5. Lift Inspection and Service: As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor's representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>
08/18/2012	<p>CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.</p>
06/01/2012	<p>ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.</p>
05/21/12	<p>ADMINISTRATIVE CHANGE: Removed the State of Arizona's participating addendum.</p>
02/03/12	<p>ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.</p>
12/14/11	<p>ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni</p>
11/21/11	<p>CONTRACT CHANGE: Added The Federal Clause on Amendment #9</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Ar-Hetra.pdf </div> <div style="text-align: center;">  Mohawk.pdf </div> <div style="text-align: center;">  Stertil-Koni.pdf </div> </div>
10/08/11	<p>CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia</p>
08/30/11	<p>ADMINISTRATIVE CHANGE: Updated Contract Specialist Information</p>
08/03/11	<p>PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)</p>
06/01/11	<p>PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.</p>
05/26/11	<p>ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.</p>
04/19/11	<p>ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.</p>
04/01/11	<p>CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.</p>
01/04/11	<p>Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.</p>
12/02/10	<p>ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.</p>
11/29/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms</p>
10/14/2010	<p>Stertil-Koni: Added to the State of North Dakota & the State of Oregon.</p>
10/05/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.</p>
9/29/2010	<p>Stertil-Koni: Added to the State of California.</p>

Current Contract Information

Contract No. 06405

Page 9

8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. (see Mohawks website for pricing)
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative “Olson Shop Equipment” has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the “HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See “Contract pricing” for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See “Contract pricing” for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David Newton/Vancouver, Washington.
5/20/09	1) ARI-HETRA: Adjust ARI_HETRA’s discount on the “HDXL-902 equipment only” through August, 18, 2009 from 18.21% “Discount off current Manufacturer’s Published List Price (MPL)” to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MPL on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of “ <u>Second Tier Pricing/Volume Pricing</u> ” – page 2.
4/15/09	Adjust Stertil-Koni USA “additional quantity discount” from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.
4/1/09	1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil –Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged. 2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09. 2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.
1/21/09	1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b): a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30 2) ARI-Hetra: Manufacturer’s published List Price updated to 06/16/08 3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more

Current Contract Information

Contract No. 06405


Page 10

	<p>items ordered per amendment #5..</p> <p>4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.</p>
12/2/08	Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.
11/13/08	<p>1) Stertil-Koni: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060's and ST-1073's, effective 11/13/08, per amendment #4.</p> <p>2) Stertil-Koni: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.</p>
10/22/08	<p>1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3.</p> <p>2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract." Removed from Contract Pricing "TP-15" and replaced with "TP-16"</p> <p>3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract."</p>
9/1/08	Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008
8/7/08	Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.
7/17/08	Added the State of California as a WSCA participating state (Mohawk only).
6/5/08	Updated "Exclusive Distributors" for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.
4/1/08	Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement's Contracts Specialist information.
4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frnHome?OpenForm.</p> <p>In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI "Lifting it Right" Safety Manual ALI "Safety Tips Cards" ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition) ANSI/ALI ALCTV Standard (current edition) 2. ALI/WL Series Uniform Warning Labels/Placards <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>

Current Contract Information

Contract No. 06405

Page 11

2/25/16	<p>Added the State of California (Santa Clara Valley Transportation Authority only) as NASPO participating authorized contract user.</p>  <p>SantaClaraValleyTra ns Approval Ltr signe</p>
2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.
8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, "What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?" The team used a "Request for Proposal" format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the "MPL" prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**

Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

*** Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wsca/>

Manufacturer's Website: <http://www.ari-hetra.com/>

Federal ID No.: 54-1474478

Payment/Order Placement Automotive Resources, Inc. (ARI-HETRA)

Address: 12775 Randolph Ridge Lane,
Manassas, VA 20109

Credit Card Acceptance: American Express, VISA, MasterCard

Minimum Orders: None

Delivery Time: 45 Days After Receipt of Order (ARO)

Payment Terms: 1% 10 Days/Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.

Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Tim Gralewski	Janet Chardovoyne
Phone:	(518) 842-1431 Ext. 20	(518) 842-1431
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	ting@mohawklifts.com	janetc@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Website:

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd

PO Box 110, Vrooman Ave

Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.

3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to

Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State Jake Wheeler
Sales/Service (425)435-6404

Representatives: Wheeler Equipment Company and Service
14751 N Kelsey St.
Suite 105-602
Monroe, WA 98272

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@sterdil-koni.com	kboehm@sterdil-koni.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@sterdil-koni.com	bsinclair@sterdil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

*** Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECREASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.sterdil-koni.com/>

Manufacturer's Website: www.sterdil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.

Payment Terms: 2% 20 days/Net 30

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii.
Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Alan Tye & Associates: Delaware, North Carolina, Pennsylvania, Virginia and West Virginia
 - Benco Equipment: Minnesota, North Dakota
 - D & J Equipment: Eastern Montana, South Dakota
 - Heavy Duty Lift & Equipment: Florida
 - Liftlogic: Alaska, Idaho, Western Montana, Oregon
 - Municipal Maintenance Equipment (MME): Northern California, Western Nevada
 - Power Washer Sales: Maine, Rhode Island
 - Southwest Lift & Equipment: Southern California, Eastern Nevada, Utah
 - Summit Sales: Missouri

State of Washington Vehicle Lift Specification

- | |
|---|
| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

- A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

- B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
- (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: *Vehicle Lifts and Related Garage Equipment***

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



06405 ARI-Hetra
Model PA.doc



06405 Stertil Koni
Model PA.doc



06405 Mohawk
Model PA.doc



FULLY EXECUTED - CHANGE 4

Contract Number: 4400002110

Contract Change Effective Date: 12/01/2015

Valid From: 04/01/2008 To: 06/30/2016

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 103518

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Supplier Name/Address:

MOHAWK RESOURCES LTD

P.O. Box 110

AMSTERDAM NY 12010-0110 US

Supplier Phone Number: 5188421431

Supplier Fax Number: 518-842-1289

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

WSCA 06405 - Mohawk Resources Ltd

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION.

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____

Contract Amendment

Contract number 06405 – Vehicle Lifts (NASPO)

Date Issued: 11/05/15

Effective Date: 01/01/2016

Amendment Number: 17 (revised) - Mohawk

Contractor Name: Mohawk

This contract amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

To extend contract until June 30, 2016 or until a replacement contract has been awarded and implemented.

All other terms, conditions and pricing remain unchanged.

Authorizing Signatures

For Contractor:

Steven Perlstein, Mohawk Resources Ltd

(518) 842-1431 ext. 24

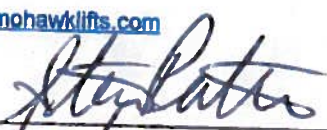
PO Box 110

Amsterdam, NY 12010

Sperlstein@mohawklifts.com

Signature

Date


11/19/15

For State of Washington:

Steve Hatfield, DES Contracts and Procurement

(360) 407-9276

PO Box 41411

Olympia WA 98504-1411

Steve.Hatfield@des.wa.gov

Signature


Date


11/23/2015

DES Authorizing Manager:

Signature


Date


11/24/2015

State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **November 30, 2015**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	Contract Extension: The period of performance has been extended to December 31, 2015 or until implementation of a replacement contract, whichever occurs first in time.		
WSCA approval			
Current Extension Period:	01/01/2016	Through:	06/30/2016
Previous Terms:	03/31/2013	Through:	12/31/2015
	03/31/2011	Through:	03/31/2013
	04/01/09	Through:	03/31/11
	04/01/08	Through:	03/31/09
	04/13/06	Through:	03/31/08
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Steril-Koni USA, Inc. <i>See Contractor Information pages 13-15</i>		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
FTA/Buy America	FTA's on this contract meeting Federal Guidelines. <div style="text-align: center;">  06405 FTA Letter.pdf </div>		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Steril-Koni) 2. Arkansas (Mohawk Only and Steril-Koni) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Steril-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Steril-Koni)-Exp 3/31/2015 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Steril-Koni) 8. Florida (ARI-Hetra, Mohawk and Steril-Koni) 9. Foothill Transit of West Covina-California (Steril-Koni Only) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk & Stertil Koni) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nebraska (Mohawk) 21. Nevada (ARI-Hetra, Mohawk and Stertil-Koni) 22. New Hampshire (Mohawk Only) 23. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 24. North Dakota (Mohawk and Stertil-Koni) 25. Oklahoma (Mohawk Only) 26. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 27. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 28. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 29. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 30. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 31. Vermont (Mohawk) 32. Virginia (Mohawk and Stertil-Koni Only) 33. West Virginia (Mohawk and Stertil-Koni only) 34. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 35. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract Pricing:	PRICING METHOD AND ADJUSTMENTS The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer price lists will be that price list

Current Contract Information

Contract No. 06405

Page 3

	<p>published by the manufacturer and used by the general population of Contract users - not a unique price list. All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item. <u>Second Tier Pricing/Volume Pricing</u>: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.







Contract Administrator:	Philip Saunders
Phone Number:	(360) 407-7962
Fax Number:	(360) 586-2426
E-mail:	philip.saunders@des.wa.gov










Visit our Internet site: <http://www.des.wa.gov>










NOTES:




- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).

CONTRACT ACTION HISTORY:

11//30/2015	<p>CONTRACT EXTENSION: Contract has been extended with the current three contractors until June 30, 2016. This is to allow additional time for rebid. Invitation for Bid 08314A is underway. Terms, conditions, specifications and pricing remain unchanged.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  06405a17 signed.pdf </div> <div style="text-align: center;">  06405a17 Mohawk signed.pdf </div> <div style="text-align: center;">  06405a17 Stertil Koni signed.pdf </div> </div>
05/18/2015	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to December 31, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation is complete and undergoing NASPO and State review. The solicitation is anticipated to be released in April 2015.</p> <div style="display: flex; justify-content: space-around; align-items: flex-start;"> <div style="text-align: center;">  06405a16 Mohawk - Executed.pdf </div> <div style="text-align: center;">  06405a16 Mohawk - Executed.pdf </div> <div style="text-align: center;">  06405a16 Stertil-Koni - Executed.pdf </div> </div>

<p>1/29/2015</p>	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to June 30, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation Development process is nearing completion. The solicitation is anticipated to be released in February 2015.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  06405a15 - ARI - Executed.pdf </div> <div style="text-align: center;">  06405a16 - Mohawk - Executed.pdf </div> <div style="text-align: center;">  06405a15 - Stertil - Executed.pdf </div> </div>
<p>12/9/2014</p>	<p>INFORMATIONAL: Letter from U.S. Department of Administration Federal Transit Administration concerning use of state contracts for purchases involving federal funds.</p> <div style="text-align: center;">  06405 FTA Letter.pdf </div>
<p>09/26/2014</p>	<p>ADMINISTRATIVE CHANGE: addition of Stertil Koni PA for the State of Iowa</p> <div style="text-align: center;">  Steril Koni Participating Addendu </div>
<p>07/28/2014</p>	<p>ADMINISTRATIVE CHANGE: Updated Mohawk's contact information.</p>
<p>05/18/2014</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div style="text-align: center;">  WSCA 5-28-14.pdf </div>
<p>10/16/2013</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div style="text-align: center;">  WSCA 10-14-13.pdf </div>
<p>07/22/2013</p>	<p>CONTRACT CHANGE: Stertil-Koni provided an executed PA for the state of Arkansas.</p> <div style="text-align: center;">  WSCA ~ AR.pdf </div>
<p>07/01/2013</p>	<p>CONTRACT CHANGE:</p> <p> This effects Washington State only and does not impact WSCA Sales</p> <p>A price adjustment to compensate for a .74% Management Fee required on Washington State Master contracts effective July 1, 2013 is approved. Contract Pricing Effective July 1, 2013</p>

	<p><u>Mohawk product Line</u> Pricing is 14.963% Discount off current Manufactures List Prices.</p>  <p>This effects Washington State only and does not impact WSCA Sales</p>
<p>06/04/2013</p>	<p>ADMINISTRATIVE CHANGE: Added executed PA from Nevada for Mohawk</p> 
<p>02/26/2013</p>	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p>   
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 11 </p> <p>Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni's inground Diamond Lift 64 and Diamond Lift 96 have been added. To review the ALI certification please go to: <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9feee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument 3. Stertil Koni's ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with adjustable forks are now standard and are a reduction in price.
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 10</p>    <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p>

	<p>5. Lift Inspection and Service: As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor's representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>
08/18/2012	<p>CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.</p>
06/01/2012	<p>ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.</p>
05/21/12	<p>ADMINISTRATIVE CHANGE: Removed the State of Arizona's participating addendum.</p>
02/03/12	<p>ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.</p>
12/14/11	<p>ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni</p>
11/21/11	<p>CONTRACT CHANGE: Added The Federal Clause on Amendment #9</p> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Ar-Hetra.pdf </div> <div style="text-align: center;">  Mohawk.pdf </div> <div style="text-align: center;">  Stertil-Koni.pdf </div> </div>
10/08/11	<p>CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia</p>
08/30/11	<p>ADMINISTRATIVE CHANGE: Updated Contract Specialist Information</p>
08/03/11	<p>PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)</p>
06/01/11	<p>PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.</p>
05/26/11	<p>ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.</p>
04/19/11	<p>ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.</p>
04/01/11	<p>CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.</p>
01/04/11	<p>Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.</p>
12/02/10	<p>ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.</p>
11/29/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms</p>
10/14/2010	<p>Stertil-Koni: Added to the State of North Dakota & the State of Oregon.</p>
10/05/10	<p>Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.</p>
9/29/2010	<p>Stertil-Koni: Added to the State of California.</p>

Current Contract Information

Contract No. 06405

Page 8

8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. (see Mohawks website for pricing)
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative “Olson Shop Equipment” has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the “HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See “Contract pricing” for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See “Contract pricing” for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David Newton/Vancouver, Washington.
5/20/09	1) ARI-HETRA: Adjust ARI_HETRA’s discount on the “HDXL-902 equipment only” through August, 18, 2009 from 18.21% “Discount off current Manufacturer’s Published List Price (MPL)” to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MPL on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of “ <u>Second Tier Pricing/Volume Pricing</u> ” – page 2.
4/15/09	Adjust Stertil-Koni USA “additional quantity discount” from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.
4/1/09	1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil –Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged. 2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09. 2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.
1/21/09	1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b): a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30 2) ARI-Hetra: Manufacturer’s published List Price updated to 06/16/08 3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more

Current Contract Information

Contract No. 06405

Page 9

	<p>items ordered per amendment #5..</p> <p>4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.</p>
12/2/08	<p>Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.</p>
11/13/08	<p>1) Stertil-Koni: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060's and ST-1073's, effective 11/13/08, per amendment #4.</p> <p>2) Stertil-Koni: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.</p>
10/22/08	<p>1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3.</p> <p>2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract." Removed from Contract Pricing "TP-15" and replaced with "TP-16"</p> <p>3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract."</p>
9/1/08	<p>Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008</p>
8/7/08	<p>Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.</p>
7/17/08	<p>Added the State of California as a WSCA participating state (Mohawk only).</p>
6/5/08	<p>Updated "Exclusive Distributors" for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.</p>
4/1/08	<p>Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement's Contracts Specialist information.</p>
4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frnHome?OpenForm.</p> <p>In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI "Lifting it Right" Safety Manual ALI "Safety Tips Cards" ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition) ANSI/ALI ALCTV Standard (current edition) 2. ALI/WL Series Uniform Warning Labels/Placards <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>

Current Contract Information

Contract No. 06405

Page 10

2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.
8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, “What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?” The team used a “Request for Proposal” format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the “MPL” prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**

Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

*** Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wsca/>

Manufacturer's Website: <http://www.ari-hetra.com/>

Federal ID No.: 54-1474478

Payment/Order Placement Address: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane,
Manassas, VA 20109

Credit Card Acceptance: American Express, VISA, MasterCard

Minimum Orders: None

Delivery Time: 45 Days After Receipt of Order (ARO)

Payment Terms: 1% 10 Days/Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.

Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Tim Gralewski	Janet Chardovoyne
Phone:	(518) 842-1431 Ext. 20	(518) 842-1431
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	ting@mohawklifts.com	janetc@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Website:

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd

PO Box 110, Vrooman Ave

Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.

3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to

Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State Jake Wheeler
Sales/Service (425)435-6404

Representatives: Wheeler Equipment Company and Service
14751 N Kelsey St.
Suite 105-602
Monroe, WA 98272

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@sterdil-koni.com	kboehm@sterdil-koni.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@sterdil-koni.com	bsinclair@sterdil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

*** Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECREASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

* Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.sterdil-koni.com/>

Manufacturer's Website: www.sterdil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.

Payment Terms: 2% 20 days/Net 30

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii. Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Alan Tye & Associates: Delaware, North Carolina, Pennsylvania, Virginia and West Virginia
 - Benco Equipment: Minnesota, North Dakota
 - D & J Equipment: Eastern Montana, South Dakota
 - Heavy Duty Lift & Equipment: Florida
 - Liftlogic: Alaska, Idaho, Western Montana, Oregon
 - Municipal Maintenance Equipment (MME): Northern California, Western Nevada
 - Power Washer Sales: Maine, Rhode Island
 - Southwest Lift & Equipment: Southern California, Eastern Nevada, Utah
 - Summit Sales: Missouri

State of Washington Vehicle Lift Specification

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| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

- A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

- B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
- (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: *Vehicle Lifts and Related Garage Equipment***

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



06405 ARI-Hetra
Model PA.doc



06405 Stertil Koni
Model PA.doc



06405 Mohawk
Model PA.doc



FULLY EXECUTED - CHANGE 3

Contract Number: 4400002110

Contract Change Effective Date: 06/15/2015

Valid From: 04/01/2008 To: 12/31/2015

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 103518

Supplier Name/Address:

MOHAWK RESOURCES LTD

P.O. Box 110

AMSTERDAM NY 12010-0110 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 5188421431

Supplier Fax Number: 518-842-1289

Contract Name:

WSCA 06405 - Mohawk Resources Ltd

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment. See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment. MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION..

No further information for this Contract

Information:

Supplier's Signature _____

Title _____

Printed Name _____




Date _____

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Master Contracts & Consulting	CONTRACT AMENDMENT	
	Contract Number: 06405	Date Issued: March 13, 2015
	Amendment Number: Mohawk - 16	Effective Date: Upon execution by MCC
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

Purpose: Contract Extension Period of performance has been extended to 12/31/2015, or until implementation of a replacement contract, which ever happens first in time. All other pricing terms and conditions remain unchanged.


Authorizing Signatures

This contract amendment, consisting of two (1) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.			
For Contractor:		For State:	
 (Contractor Authorized Representative Signature)		 (Procurement Coordinator Signature)	
5/14/15 (Date)		5/18/15 (Date)	
Print Name	Steve Perlstein	Print Name	Steve Hatfield
Telephone No.	(800) 833-2006 ext 24	Telephone No.	360-407-9276
Company	Mohawk	Company	Dept. Enterprise Services Contracts and Procurement
Mailing Address	PO Box 110, Vrooman Ave Mohawk Industrial Park Amsterdam NY 12010-0110	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	same	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	sperlstein@mohawklifts.com	Email:	Steve.Hatfield@des.wa.gov
DES Approval			
MCC Manager	CYNTHIA SHAW	Signature/Date	 5/18/2015

State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **May 18, 2015**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	Contract Extension: The period of performance has been extended to December 31, 2015 or until implementation of a replacement contract, whichever occurs first in time.		
WSCA approval			
Current Award Period:	3/31/2013	Through:	12/31/2015
Previous Terms:	3/31/2011	Through:	03/31/2013
	04/01/09	Through:	03/31/11
	04/01/08	Through:	03/31/09
	04/13/06	Through:	03/31/08
Contract Term:	Not to exceed 9 years or 04/12/15		
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: <ol style="list-style-type: none"> 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Steril-Koni USA, Inc. <i>See Contractor Information pages 13-15</i> 		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
FTA/Buy America	FTA's on this contract meeting Federal Guidelines. <div style="text-align: center;">  06405 FTA Letter.pdf </div>		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Steril-Koni) 2. Arkansas (Mohawk Only and Steril-Koni) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Steril-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Steril-Koni) Exp 3/31/2015 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Steril-Koni) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 8. Florida (ARI-Hetra, Mohawk and Stertil-Koni) 9. Foothill Transit of West Covina-California (Stertil-Koni Only) 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk & Stertil Koni) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nebraska (Mohawk) 21. Nevada (ARI-Hetra, Mohawk and Stertil-Koni) 22. New Hampshire (Mohawk Only) 23. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 24. North Dakota (Mohawk and Stertil-Koni) 25. Oklahoma (Mohawk Only) 26. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 27. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 28. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 29. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 30. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 31. Vermont (Mohawk) 32. Virginia (Mohawk and Stertil-Koni Only) 33. West Virginia (Mohawk and Stertil-Koni only) 34. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 35. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract	PRICING METHOD AND ADJUSTMENTS

Current Contract Information

Contract No. 06405

Page 3

Pricing:	<p>The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.</p> <p>All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.</p> <p>Second Tier Pricing/Volume Pricing: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.






















Contract Administrator:	Steve Hatfield
Phone Number:	(360) 407-9276
Fax Number:	(360) 586-2426
E-mail:	Steve.Hatfield@des.wa.gov

Visit our Internet site: <http://www.ga.wa.gov/Purchase/>

NOTES:

- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor's responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).







CONTRACT ACTION HISTORY:








05/18/2015	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to December 31, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation is complete and undergoing NASPO and State review. The solicitation is anticipated to be released in April 2015.</p> <table border="1" data-bbox="289 1251 906 1381"> <tr> <td data-bbox="289 1251 493 1381">  06405a16 Mohawk - Executed.pdf </td> <td data-bbox="500 1251 704 1381">  06405a16 Stertil-Koni - Executed.pdf </td> <td data-bbox="711 1251 906 1381">  06405a16 ARI HETRA - Executed.pdf </td> </tr> </table>	 06405a16 Mohawk - Executed.pdf	 06405a16 Stertil-Koni - Executed.pdf	 06405a16 ARI HETRA - Executed.pdf
 06405a16 Mohawk - Executed.pdf	 06405a16 Stertil-Koni - Executed.pdf	 06405a16 ARI HETRA - Executed.pdf		
1/29/2015	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to June 30, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation Development process is nearing completion. The solicitation is anticipated to be released in February 2015.</p> <table border="1" data-bbox="289 1558 935 1692"> <tr> <td data-bbox="289 1558 493 1692">  06405a15 - ARI - Executed.pdf </td> <td data-bbox="500 1558 704 1692">  06405a16 - Mohawk - Executed.pdf </td> <td data-bbox="711 1558 935 1692">  06405a15 - Stertil - Executed.pdf </td> </tr> </table>	 06405a15 - ARI - Executed.pdf	 06405a16 - Mohawk - Executed.pdf	 06405a15 - Stertil - Executed.pdf
 06405a15 - ARI - Executed.pdf	 06405a16 - Mohawk - Executed.pdf	 06405a15 - Stertil - Executed.pdf		
12/9/2014	<p>INFORMATIONAL: Letter from U.S. Department of Administration Federal Transit Administration concerning use of state contracts for purchases involving federal funds.</p> <table border="1" data-bbox="289 1797 493 1925"> <tr> <td data-bbox="289 1797 493 1925">  06405 FTA Letter.pdf </td> </tr> </table>	 06405 FTA Letter.pdf		
 06405 FTA Letter.pdf				

Current Contract Information

Contract No. 06405

Page 5




<p>09/26/2014</p>	<p>ADMINISTRATIVE CHANGE: addition of Steril Koni PA for the State of Iowa</p> <div data-bbox="289 317 493 445" style="border: 1px solid black; padding: 5px;">  Steril Koni Participating Addendum </div>
<p>07/28/2014</p>	<p>ADMINISTRATIVE CHANGE: Updated Mohawk's contact information.</p>
<p>05/18/2014</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div data-bbox="289 590 493 718" style="border: 1px solid black; padding: 5px;">  WSCA 5-28-14.pdf </div>
<p>10/16/2013</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk's Washington State Sales/Service Representative.</p> <div data-bbox="289 789 493 917" style="border: 1px solid black; padding: 5px;">  WSCA 10-14-13.pdf </div>
<p>07/22/2013</p>	<p>CONTRACT CHANGE: Steril-Koni provided an executed PA for the state of Arkansas.</p> <div data-bbox="289 989 493 1117" style="border: 1px solid black; padding: 5px;">  WSCA ~ AR.pdf </div>
<p>07/01/2013</p>	<p>CONTRACT CHANGE:</p> <p>➡ This effects Washington State only and does not impact WSCA Sales</p> <p>A price adjustment to compensate for a .74% Management Fee required on Washington State Master contracts effective July 1, 2013 is approved. Contract Pricing Effective July 1, 2013</p> <p><u>Mohawk product Line</u> Pricing is 14.963% Discount off current Manufactures List Prices.</p> <div data-bbox="289 1472 396 1537" style="border: 1px solid black; padding: 5px;">  06405a14 Mohawk.pdf </div> <p>➡ This effects Washington State only and does not impact WSCA Sales</p>
<p>06/04/2013</p>	<p>ADMINISTRATIVE CHANGE: Added executed PA from Nevada for Mohawk</p> <div data-bbox="289 1709 407 1791" style="border: 1px solid black; padding: 5px;">  PA - Mohawk.pdf </div>
<p>02/26/2013</p>	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p>

	  
12/18/2012	 <p>CONTRACT CHANGE: Amendment 11</p> <p>Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni's inground Diamond Lift 64 and Diamond Lift 96 have been added. To review the ALI certification please go to: <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9feee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument 3. Stertil Koni's ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with adjustable forks are now standard and are a reduction in price.
12/18/2012	   <p>CONTRACT CHANGE: Amendment 10</p> <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p> <p>5. Lift Inspection and Service:</p> <p>As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor's representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>
08/18/2012	<p>CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.</p>
06/01/2012	<p>ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.</p>
05/21/12	<p>ADMINISTRATIVE CHANGE: Removed the State of Arizona's participating addendum.</p>
02/03/12	<p>ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.</p>
12/14/11	<p>ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni</p>
11/21/11	<p>CONTRACT CHANGE: Added The Federal Clause on Amendment #9</p>

Current Contract Information

Contract No. 06405

Page 7

	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  Ar-Hetra.pdf </div> <div style="text-align: center;">  Mohawk.pdf </div> <div style="text-align: center;">  Stertil-Koni.pdf </div> </div>
10/08/11	CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia
08/30/11	ADMINISTRATIVE CHANGE: Updated Contract Specialist Information
08/03/11	PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)
06/01/11	PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.
05/26/11	ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.
04/19/11	ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.
04/01/11	CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.
01/04/11	Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.
12/02/10	ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.
11/29/10	Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms
10/14/2010	Stertil-Koni: Added to the State of North Dakota & the State of Oregon.
10/05/10	Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.
9/29/2010	Stertil-Koni: Added to the State of California.
8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. <u>(see Mohawks website for pricing)</u>
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative "Olson Shop Equipment" has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the "HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See "Contract pricing" for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See "Contract pricing" for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David

Current Contract Information

Contract No. 06405

Page 8

	Newton/Vancouver, Washington.
5/20/09	<ol style="list-style-type: none"> 1) ARI-HETRA: Adjust ARI_HETRA's discount on the "HDXL-902 equipment only" through August, 18, 2009 from 18.21% "Discount off current Manufacturer's Published List Price (MLP)" to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MLP on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of "Second Tier Pricing/Volume Pricing" – page 2.
4/15/09	Adjust Stertil-Koni USA "additional quantity discount" from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.
4/1/09	<ol style="list-style-type: none"> 1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil-Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged. 2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	<ol style="list-style-type: none"> 1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09. 2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.
1/21/09	<ol style="list-style-type: none"> 1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b): <ol style="list-style-type: none"> a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30 2) ARI-Hetra: Manufacturer's published List Price updated to 06/16/08 3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more items ordered per amendment #5.. 4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.
12/2/08	Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.
11/13/08	<ol style="list-style-type: none"> 1) Stertil-Koni: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060's and ST-1073's, effective 11/13/08, per amendment #4. 2) Stertil-Koni: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.
10/22/08	<ol style="list-style-type: none"> 1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3. 2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract." Removed from Contract Pricing "TP-15" and replaced with "TP-16" 3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates "only certified product will be offered and sold under this contract...at prices consistent with the original contract."
9/1/08	Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008

Current Contract Information

Contract No. 06405

Page 9

8/7/08	Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.
7/17/08	Added the State of California as a WSCA participating state (Mohawk only).
6/5/08	Updated "Exclusive Distributors" for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.
4/1/08	Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement's Contracts Specialist information.
4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frmHome?OpenForm. In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI "Lifting it Right" Safety Manual ALI "Safety Tips Cards" ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition) ANSI/ALI ALCTV Standard (current edition) 2. ALI/WL Series Uniform Warning Labels/Placards <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>
2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.

Current Contract Information

Contract No. 06405

Page 10

8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, “What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?” The team used a “Request for Proposal” format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the “MPL” prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**

Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wscal/>

Manufacturer's Website: <http://www.ari-hetra.com/>

Federal ID No.: 54-1474478

Payment/Order Placement Automotive Resources, Inc. (ARI-HETRA)

Address: 12775 Randolph Ridge Lane,
Manassas, VA 20109

Credit Card Acceptance: American Express, VISA, MasterCard

Minimum Orders: None

Delivery Time: 45 Days After Receipt of Order (ARO)

Payment Terms: 1% 10 Days/Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.

Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Tim Gralewski	Janet Chardovoyne
Phone:	(518) 842-1431 Ext. 20	(518) 842-1431
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	timg@mohawklifts.com	janetc@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Website:

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd

PO Box 110, Vrooman Ave

Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.

3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to

Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State Jake Wheeler
Sales/Service (425)435-6404

Representatives: Wheeler Equipment Company and Service
14751 N Kelsey St.
Suite 105-602
Monroe, WA 98272

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@sterdil-koni.com	kboehm@sterdil-koni.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@sterdil-koni.com	bsinclair@sterdil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

***Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECREASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.sterdil-koni.com/>

Manufacturer's Website: www.sterdil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111
Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.
Payment Terms: 2% 20 days/Net 30
Shipping Destination: Freight on Board (FOB) Destination
Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii.
Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.
Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Alan Tye & Associates: Delaware, North Carolina, Pennsylvania, Virginia and West Virginia
 - Benco Equipment: Minnesota, North Dakota
 - D & J Equipment: Eastern Montana, South Dakota
 - Heavy Duty Lift & Equipment: Florida
 - Liftlogic: Alaska, Idaho, Western Montana, Oregon
 - Municipal Maintenance Equipment (MME): Northern California, Western Nevada
 - Power Washer Sales: Maine, Rhode Island
 - Southwest Lift & Equipment: Southern California, Eastern Nevada, Utah
 - Summit Sales: Missouri

State of Washington Vehicle Lift Specification

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|--|
| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

- A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

- B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
- (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: *Vehicle Lifts and Related Garage Equipment***

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



06405 ARI-Hetra
Model PA.doc



06405 Stertil Koni
Model PA.doc



06405 Mohawk
Model PA.doc



FULLY EXECUTED - CHANGE 2
Contract Number: 4400002110
Contract Change Effective Date: 02/09/2015
Valid From: 04/01/2008 To: 06/30/2015

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Morse Robin
Phone: 717-346-8180
Fax: 717 346-3820

Your SAP Vendor Number with us: 103518

Supplier Name/Address:
MOHAWK RESOURCES LTD
P.O. Box 110
AMSTERDAM NY 12010-0110 US

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Supplier Phone Number: 5188421431
Supplier Fax Number: 518-842-1289

Contract Name:
WSCA 06405 - Mohawk Resources Ltd

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment. See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment. MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION..

No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED - CHANGE 1

Contract Number: 4400002110

Contract Change Effective Date: 03/26/2013

Valid From: 04/01/2008 To: 03/31/2015

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Morse Robin

Phone: 717-346-8180

Fax: 717 346-3820

Your SAP Vendor Number with us: 103518

Supplier Name/Address:

MOHAWK RESOURCES LTD

P.O. Box 110

AMSTERDAM NY 12010-0110 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 5188421431

Supplier Fax Number: 518-842-1289

Contract Name:

WSCA 06405 - Mohawk Resources Ltd

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
*** Validity Period Changed ***						
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION.

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1

Contract Number: 4400002110

Contract Change Effective Date: 03/26/2013

Valid From: 04/01/2008 To: 03/31/2015

Supplier Name:

MOHAWK RESOURCES LTD

No further information for this Contract

Information:



FULLY EXECUTED
Contract Number: 4400002110
Contract Effective Date: 03/15/2011
Valid From: 04/01/2008 To: 03/31/2013

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Morse Robin
Phone: 717-346-8180
Fax: 717 346-3820

Your SAP Vendor Number with us: 103518

Supplier Name/Address:
MOHAWK RESOURCES LTD
P.O. Box 110
AMSTERDAM NY 12010-0110 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 5188421431
Supplier Fax Number: 518-842-1289

Contract Name:
WSCA 06405 - Mohawk Resources Ltd

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

See the Contract Overview for a web link to the Current Revision of WSCA Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION.

No further information for this Contract

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



FULLY EXECUTED
Contract Number: 4400002110
Contract Effective Date: 03/27/2009
Valid From: 04/01/2008 To: 03/31/2011

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent
Name: Morse Robin
Phone: 717-346-8180
Fax: 717 346-3820

Your SAP Vendor Number with us: 103518

Supplier Name/Address:
MOHAWK RESOURCES LTD
P.O. Box 110
AMSTERDAM NY 12010-0110 US

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Supplier Phone Number: 5188421431
Supplier Fax Number: 518-842-1289

Contract Name:
WSCA 06405 - Mohawk Resources Ltd

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
1	Vehicle Servicing Equipment	0.000		0.00	1	0.00

General Requirements for all Items:

Header Text

Pennsylvania is a participating state in the Western States Contracting Alliance (WSCA) Contract Number 06405 - Vehicle Lifts and Related Garage Equipment.

MOHAWK RESOURCES, LTD ALLOWS COSTARS PARTICIPATION.

No further information for this Contract

Information:


Supplier's Signature _____
Printed Name _____

Title _____
Date _____

State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **January 29, 2015**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	Contract Extension: The period of performance has been extended to June 30, 2015		
WSCA approval			
Current Award Period:	3/31/2013	Through:	03/31/2015
Previous Terms:	3/31/2011	Through:	03/31/2013
	04/01/09	Through:	03/31/11
	04/01/08	Through:	03/31/09
	04/13/06	Through:	03/31/08
Contract Term:	Not to exceed 9 years or 04/12/15		
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Stertil-Koni USA, Inc. <i>See Contractor Information pages 13-15</i>		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
FTA/Buy America	FTA's on this contract meeting Federal Guidelines. <div style="text-align: center;">  06405 FTA Letter.pdf </div>		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Stertil-Koni) 2. Arkansas (Mohawk Only and Stertil-Koni) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Stertil-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Stertil-Koni) 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Stertil-Koni) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 8. Florida (ARI-Hetra, Mohawk and Stertil-Koni) 9. Foothill Transit of West Covina-California (Stertil-Koni Only) 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk & Stertil Koni) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nebraska (Mohawk) 21. Nevada (ARI-Hetra, Mohawk and Stertil-Koni) 22. New Hampshire (Mohawk Only) 23. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 24. North Dakota (Mohawk and Stertil-Koni) 25. Oklahoma (Mohawk Only) 26. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 27. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 28. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 29. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 30. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 31. Vermont (Mohawk) 32. Virginia (Mohawk and Stertil-Koni Only) 33. West Virginia (Mohawk and Stertil-Koni only) 34. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 35. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract	PRICING METHOD AND ADJUSTMENTS

Current Contract Information

Contract No. 06405

Page 3

Pricing:	<p>The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.</p> <p>All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.</p> <p>Second Tier Pricing/Volume Pricing: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.






Contract Administrator:	Steve Hatfield
Phone Number:	(360) 407-9276
Fax Number:	(360) 586-2426
E-mail:	Steve.Hatfield@des.wa.gov












Visit our Internet site: <http://www.ga.wa.gov/Purchase/>







NOTES:

- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).

CONTRACT ACTION HISTORY:

1/29/2015	<p>CONTRACT EXTENSION: The period of performance for all 3 vendors has been extended to June 30, 2015. There have been no changes to pricing terms and conditions. This extension is to provide additional time for the re-bid. The Solicitation Development process is nearing completion. The solicitation is anticipated to be released in February 2015.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  06405a15 - ARI - Executed.pdf </div> <div style="text-align: center;">  06405a16 - Mohawk - Executed.pdf </div> <div style="text-align: center;">  06405a15 - Steril - Executed.pdf </div> </div>
12/9/2014	<p>INFORMATIONAL: Letter from U.S. Department of Administration Federal Transit Administration concerning use of state contracts for purchases involving federal funds.</p> <div style="text-align: center;">  06405 FTA Letter.pdf </div>
09/26/2014	<p>ADMINISTRATIVE CHANGE: addition of Steril Koni PA for the State of Iowa</p> <div style="text-align: center;">  Steril Koni Participating Addendum </div>
07/28/2014	<p>ADMINISTRATIVE CHANGE: Updated Mohawk’s contact information.</p>

<p>05/18/2014</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk’s Washington State Sales/Service Representative.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  WSCA 5-28-14.pdf </div>
<p>10/16/2013</p>	<p>ADMINISTRATIVE CHANGE: Change of Mohawk’s Washington State Sales/Service Representative.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  WSCA 10-14-13.pdf </div>
<p>07/22/2013</p>	<p>CONTRACT CHANGE: Stertil-Koni provided an executed PA for the state of Arkansas.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  WSCA ~ AR.pdf </div>
<p>07/01/2013</p>	<p>CONTRACT CHANGE:</p> <p> This effects Washington State only and does not impact WSCA Sales</p> <p>A price adjustment to compensate for a .74% Management Fee required on Washington State Master contracts effective July 1, 2013 is approved. Contract Pricing Effective July 1, 2013 <u>Mohawk product Line</u> Pricing is 14.963% Discount off current Manufactures List Prices.</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  06405a14 Mohawk.pdf </div> <p> This effects Washington State only and does not impact WSCA Sales</p>
<p>06/04/2013</p>	<p>ADMINISTRATIVE CHANGE: Added executed PA from Nevada for Mohawk</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  PA - Mohawk.pdf </div>
<p>02/26/2013</p>	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px; font-size: small;">  06405a12 ARI.pdf </div> <div style="border: 1px solid black; padding: 2px; font-size: small;">  06405a12 Mohawk.pdf </div> <div style="border: 1px solid black; padding: 2px; font-size: small;">  06405a12 Stertil Koni.pdf </div> </div>
<p>12/18/2012</p>	<p>CONTRACT CHANGE: Amendment 11</p> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 10px auto;">  06405a11 Stertil - Executed.pdf </div> <p>Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni’s inground Diamond Lift 64 and Diamond Lift 96 have been added. To review

	<p>the ALI certification please go to:</p> <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9feee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument <p>3. Stertil Koni's ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with adjustable forks are now standard and are a reduction in price.</p>
12/18/2012	<p>CONTRACT CHANGE: Amendment 10</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> ARI-Hetra Executed.pdf</div> <div style="text-align: center;"> Mohawk Executed.pdf</div> <div style="text-align: center;"> Stertil-Koni Executed.pdf</div> </div> <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p> <p>5. Lift Inspection and Service: As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor's representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>
08/18/2012	<p>CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.</p>
06/01/2012	<p>ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.</p>
05/21/12	<p>ADMINISTRATIVE CHANGE: Removed the State of Arizona's participating addendum.</p>
02/03/12	<p>ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.</p>
12/14/11	<p>ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni</p>
11/21/11	<p>CONTRACT CHANGE: Added The Federal Clause on Amendment #9</p> <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> Ar-Hetra.pdf</div> <div style="text-align: center;"> Mohawk.pdf</div> <div style="text-align: center;"> Stertil-Koni.pdf</div> </div>
10/08/11	<p>CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia</p>
08/30/11	<p>ADMINISTRATIVE CHANGE: Updated Contract Specialist Information</p>
08/03/11	<p>PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)</p>

Current Contract Information

Contract No. 06405

Page 7

06/01/11	PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.
05/26/11	ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.
04/19/11	ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.
04/01/11	CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.
01/04/11	Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.
12/02/10	ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.
11/29/10	Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms
10/14/2010	Stertil-Koni: Added to the State of North Dakota & the State of Oregon.
10/05/10	Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.
9/29/2010	Stertil-Koni: Added to the State of California.
8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. (see Mohawks website for pricing)
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative "Olson Shop Equipment" has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the "HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See "Contract pricing" for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See "Contract pricing" for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David Newton/Vancouver, Washington.
5/20/09	1) ARI-HETRA: Adjust ARI_HETRA's discount on the "HDXL-902 equipment only" through August, 18, 2009 from 18.21% "Discount off current Manufacturer's Published List Price (MPL)" to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MPL on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of " <u>Second Tier Pricing/Volume Pricing</u> " – page 2.
4/15/09	Adjust Stertil-Koni USA "additional quantity discount" from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.

Current Contract Information

Contract No. 06405

Page 8

4/1/09	<p>1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil –Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged.</p> <p>2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.</p>
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	<p>1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09.</p> <p>2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.</p>
1/21/09	<p>1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b): a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30</p> <p>2) ARI-Hetra: Manufacturer’s published List Price updated to 06/16/08</p> <p>3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more items ordered per amendment #5..</p> <p>4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.</p>
12/2/08	Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.
11/13/08	<p>1) Stertil-Koni: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060’s and ST-1073’s, effective 11/13/08, per amendment #4.</p> <p>2) Stertil-Koni: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.</p>
10/22/08	<p>1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3.</p> <p>2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates “only certified product will be offered and sold under this contract...at prices consistent with the original contract.” Removed from Contract Pricing “TP-15” and replaced with “TP-16”</p> <p>3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates “only certified product will be offered and sold under this contract...at prices consistent with the original contract.”</p>
9/1/08	Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008
8/7/08	Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.
7/17/08	Added the State of California as a WSCA participating state (Mohawk only).
6/5/08	Updated “Exclusive Distributors” for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.
4/1/08	Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement’s Contracts Specialist information.

Current Contract Information

Contract No. 06405

Page 9

4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frmHome?OpenForm.</p> <p>In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI "Lifting it Right" Safety Manual ALI "Safety Tips Cards" ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition) ANSI/ALI ALCTV Standard (current edition) 2. ALI/WL Series Uniform Warning Labels/Placards <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>
2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.
8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, "What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?" The team used a "Request for Proposal" format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the "MPL" prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**

Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wsca/>

Manufacturer's Website: <http://www.ari-hetra.com/>

Federal ID No.: 54-1474478

Payment/Order Placement Automotive Resources, Inc. (ARI-HETRA)

Address: 12775 Randolph Ridge Lane,
Manassas, VA 20109

Credit Card Acceptance: American Express, VISA, MasterCard

Minimum Orders: None

Delivery Time: 45 Days After Receipt of Order (ARO)

Payment Terms: 1% 10 Days/Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.

Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Tim Gralewski	Janet Chardovoyne
Phone:	(518) 842-1431 Ext. 20	(518) 842-1431
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	ting@mohawklifts.com	janetc@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Website:

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd

PO Box 110, Vrooman Ave

Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.

3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to

Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State Jake Wheeler
Sales/Service (425)435-6404

Representatives: Wheeler Equipment Company and Service
14751 N Kelsey St.
Suite 105-602
Monroe, WA 98272

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@sterdil-koni.com	kboehm@sterdil-koni.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@sterdil-koni.com	bsinclair@sterdil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

***Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECREASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.sterdil-koni.com/>

Manufacturer's Website: www.sterdil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.

Payment Terms: 2% 20 days/Net 30
Shipping Destination: Freight on Board (FOB) Destination
Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii.
Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.
Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Alan Tye & Associates: Delaware, North Carolina, Pennsylvania, Virginia and West Virginia
 - Benco Equipment: Minnesota, North Dakota
 - D & J Equipment: Eastern Montana, South Dakota
 - Heavy Duty Lift & Equipment: Florida
 - Liftlogic: Alaska, Idaho, Western Montana, Oregon
 - Municipal Maintenance Equipment (MME): Northern California, Western Nevada
 - Power Washer Sales: Maine, Rhode Island
 - Southwest Lift & Equipment: Southern California, Eastern Nevada, Utah
 - Summit Sales: Missouri

State of Washington Vehicle Lift Specification

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| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

- A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

- B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order.”

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
- (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
- (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: *Vehicle Lifts and Related Garage Equipment***

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



06405 ARI-Hetra
Model PA.doc



06405 Stertil Koni
Model PA.doc






06405 Mohawk
Model PA.doc

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Master Contracts & Consulting	CONTRACT AMENDMENT	
	Contract Number: 06405	Date Issued: January 21, 2015
	Amendment Number: Mohawk - 15	Effective Date: Upon execution by MCC
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		

Purpose of Amendment

Purpose: Contract Extension The current period of performance is extended to 06-30-2015. All other pricing terms and conditions remain unchanged.
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Authorizing Signatures

This contract amendment, consisting of two (1) pages and zero (0) attachment(s) consisting of 0 pages is executed by the persons signing below that warrant that they have the authority to execute this contract amendment.			
For Contractor:		For State:	
			
(Contractor Authorized Representative Signature) (Date)		(Procurement Coordinator Signature) (Date)	
Print Name	Steve Perlstein	Print Name	Steve Hatfield
Telephone No.	(800) 833-2006 ext 24	Telephone No.	360-407-9276
Company	Mohawk	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address	PO Box 110, Vrooman Ave Mohawk Industrial Park Amsterdam NY 12010-0110	Mailing Address	P. O. Box 41411 Olympia, WA 98504-1411
Physical Address	same	Physical Address	1500 Jefferson St. SE Olympia, WA 98501
Email:	sperlstein@mohawklifts.com	Email:	Steve.hatfield@des.wa.gov
DES Approval			
MCC Manager	Michael Maverick	Signature/Date	 1/28/15

State of Washington
Department of Enterprise Services
Current Contract Information (CCI)

Revision Date: **February 26, 2013**

Contract Extension

Contract Number:	06405	Commodity Code:	075-01
Contract Title:	Vehicle Lifts and Related Garage Equipment Western States Contracting Alliance (WSCA) Contract <ul style="list-style-type: none"> • See Scope of Contract below for a description of items included in this Contract • See Summary page 4 for detail on the process used in Contract development 		
Purpose:	CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.		
	 06405a12 ARI.pdf	 06405a12 Mohawk.pdf	 06405a12 Steril Koni.pdf
WSCA approval			
Current Award Period:	03/31/2013	Through:	03/31/2015
Previous Terms:	03/31/2011	Through:	03/31/2013
	04/01/08	Through:	03/31/11
	04/13/06	Through:	03/31/08
	04/01/08	Through:	03/31/09
Contract Term:	Not to exceed 9 years or 04/12/15		
Contract Type:	This Contract is designated for CONVENIENCE use and is the result of a competitive bid.		
Awarded Contractors:	In alphabetical order: <ol style="list-style-type: none"> 1. Automotive Resources, Inc. (ARI-HETRA) <i>See Contractor Information pages 8 & 9</i> 2. Mohawk Resources, LTD <i>See Contractor Information pages 10-12</i> 3. Steril-Koni USA, Inc. <i>See Contractor Information pages 13-15</i> 		
Scope of Contract:	This Contract is for Vehicle Lifts and Related Garage Equipment for automobile, light and heavy duty trucks and transit. General product types included in this Contract are: Two-Post Lifts, Four Post Lifts, Mobile Column Lifts, Parallelogram Lifts, Scissor Lifts, In-Ground Lifts and related garage equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser. This Contract has the following benefits: <ul style="list-style-type: none"> • Product Selection: Gives the purchaser an array of certified lifts from qualified manufacturers from which to select. This allows the purchaser the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use. • Best manufacturer price plus 2nd tier pricing option • Only Certified product (Lifts) will be offered and sold under this contract. • Guaranteed parts availability for 7 years after the installation date. • Catalogs and list pricing available electronically. • The option of having the vehicle lift installed. 		
For Use By:	All State Agencies, Political Subdivisions, Qualified Non-profit Organizations, Materials Management Centers and Participating Institutions of Higher Education (Colleges and Universities, Community and Technical Colleges). The following states and other agencies in these states: <ol style="list-style-type: none"> 1. Alaska (ARI-Hetra, Mohawk and Steril-Koni) 2. Arkansas (Mohawk Only) 3. Blue Valley Unified School District #229 Johnson County, State of Kansas (Steril-Koni Only) 4. Board of Education Westminster, Maryland (Mohawk Only) 5. California (ARI-Hetra, Mohawk, Steril-Koni) 6. Colorado (Mohawk Only) 7. Delaware (ARI-Hetra, Mohawk, Steril-Koni) 		

Current Contract Information

Contract No. 06405

Page 2

	<ol style="list-style-type: none"> 8. Florida (ARI-Hetra, Mohawk and Stertil-Koni) 9. Foothill Transit of West Covina-California (Stertil-Koni Only) 10. Georgia (Mohawk Only) 11. Idaho (ARI-Hetra, Mohawk and Stertil-Koni) 12. Pace Suburban Bus-Illinois (Stertil-Koni Only) 13. Iowa (Mohawk Only) 14. Maine (Mohawk and Stertil-Koni Only) 15. Michigan (Mohawk Only) 16. Minnesota (ARI-Hetra, Mohawk and Stertil-Koni) 17. Mississippi (Mohawk Only) 18. Missouri (ARI-Hetra, Mohawk and Stertil-Koni) 19. Montana (ARI-Hetra, Mohawk and Stertil-Koni) 20. Nevada (ARI-Hetra and Stertil-Koni only) 21. New Hampshire (Mohawk Only) 22. North Carolina (ARI-Hetra, Mohawk and Stertil-Koni) 23. North Dakota (Mohawk and Stertil-Koni) 24. Oklahoma (Mohawk Only) 25. Oregon (Mohawk and Stertil Koni for state agencies, all vendors for DASCPP, ORCPP Oregon Cooperative Purchasing Members) 26. Pennsylvania (ARI-Hetra, Mohawk and Stertil-Koni) 27. Rhode Island (ARI-Hetra, Mohawk and Stertil-Koni) 28. South Dakota (ARI-Hetra, Mohawk and Stertil-Koni) 29. Utah (ARI-Hetra, Mohawk and Stertil-Koni) 30. Vermont (Mohawk) 31. Virginia (Mohawk and Stertil-Koni Only) 32. West Virginia (Mohawk and Stertil-Koni only) 33. Wisconsin (ARI-Hetra, Mohawk and Stertil-Koni) 34. Wyoming (Mohawk Only)
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In order to use this contract, Western States Contracting Alliance (WSCA) Participating Addenda must first be executed between the state requesting participation and the awarded vendor(s). Addenda should then be forwarded the State of Washington for approval and processing

If you have a technical questions about this contract or vehicle lifts in general, you can call (volunteer): State Technical Advisor Alan Brittenham, City of Seattle, Shop Operations Director: (206) 684-0145

Products/Services Available:	Certified lifts and related garage equipment and accessories offered by contractors listed herein.
Ordering Information:	See "Contractor Information" for each contractor
Ordering Procedures:	See "Contractor Information" for each contractor
Contract Exclusions:	Non-certified lifts
Payment Address:	See "Contractor Information" for each contractor
Order Placement Address:	See "Contractor Information" for each contractor
Minimum Orders:	See "Contractor Information" for each contractor
Delivery Time:	See "Contractor Information" for each contractor
Payment Terms:	See "Contractor Information" for each contractor
Shipping Destination:	FOB Destination
Freight:	Prepaid and included in unit pricing. In the event the purchaser elects to install the lift themselves, the purchaser is responsible to unload the lift if shipped via a common carrier.
Contract Pricing:	PRICING METHOD AND ADJUSTMENTS The contract price shall be the Manufacture Price List (MPL) in effect at the time the

Current Contract Information

Contract No. 06405

Page 3

	<p>order is placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.</p> <p>All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.</p> <p>Second Tier Pricing/Volume Pricing: Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p>			
Term Worth:	12,098,884.00/ 2 years			
Current Participation:	\$0.00	\$0.00	\$4,408,869.00	\$0.00
	MBE	WBE	OTHER	EXEMPT
	MBE 0%	WBE 0%	OTHER 100%	EXEMPT 0%

The preceding pages contain key contract features. Find detailed information on succeeding pages. For more information on this contract, or if you have any questions, please contact your local agency Purchasing Office, or you may contact our office at the numbers listed below.





Contract Administrator:	Steve Hatfield
Phone Number:	(360) 407-9276
Fax Number:	(360) 586-2426
E-mail:	Steve.Hatfield@des.wa.gov




Visit our Internet site: <http://www.ga.wa.gov/Purchase/>

NOTES:

- I. State Agencies: Submit Order directly to Contractor for processing. Political Subdivisions: Submit orders directly to Contractor referencing State of Washington contract number. If you are unsure of your status in the State Purchasing Cooperative call (360) 902-7415.
- II. Authorized purchasers included in the State of Washington Purchasing Cooperative (WSPC), Western States Contracting Alliance and State of Oregon Cooperative Purchasing Program (DASCPP/ORCPP) listings published and updated periodically by DES and DAS may purchase from this contract. It is the contractor’s responsibility to verify membership of these organizations prior to processing orders received under this contract. A list of Washington members is available on the Internet at <https://fortress.wa.gov/ga/apps/coop/Default.aspx> and a list of the Oregon members is available at <https://fortress.wa.gov/ga/apps/coop/Default.aspx>. Contractors shall not process State Contract orders from unauthorized users.
- III. Western States Contracting Alliance (WSCA): In order for a WSCA state to be eligible to participate in this contract, that state is required to submit a signed Participating Addendum to the Washington Contract Specialist named in this document. While use of the contract by members of the WSPC is optional, the State encourages them to use state contracts. WSCA use of this contract may significantly increase the purchase volume. Their orders are subject to the same contract terms, conditions and pricing as state agencies. The state accepts no responsibility for payment by WSPC members
- IV. Contract Terms: This Document includes by reference all terms and conditions published in the original **RFP**, including Standard Terms and Conditions, and Definitions, included in the Competitive Procurement Standards published by DES (as Amended).

CONTRACT ACTION HISTORY:

02/26/2013	<p>CONTRACT EXTENSION: Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.</p> <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  06405a12 ARI.pdf </div> <div style="text-align: center;">  06405a12 Mohawk.pdf </div> <div style="text-align: center;">  06405a12 Stertil Koni.pdf </div> </div>
12/18/2012	<div style="text-align: center;">  06405a11 Stertil - Executed.pdf </div> <p>CONTRACT CHANGE: Amendment 11 Purpose: Stertil Koni Item Addition, Item Deletion & Price Change</p> <ol style="list-style-type: none"> 1. Stertil Koni Parallelogram lifts have been discontinued. 2. Stertil Koni’s inground Diamond Lift 64 and Diamond Lift 96 have been added. To review the ALI certification please go to: <ul style="list-style-type: none"> • Diamond 64: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/888276522eb9fee85257a7800546bd7?OpenDocument • Diamond 96: http://www.ali-directory.org/ali/ali2.nsf/ea7f7868c7620bc485257321006966fd/8f132d6e06f9116e85257a780054dd9a?OpenDocument 3. Stertil Koni’s ST1082 lifts no longer are available with fixed forks. The ST1082 lifts with

	adjustable forks are now standard and are a reduction in price.		
12/18/2012	<div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;">  ARI-Hetra Executed.pdf </div> <div style="text-align: center;">  Mohawk - Executed.pdf </div> <div style="text-align: center;">  Stertil-Koni Executed.pdf </div> </div> <p>CONTRACT CHANGE: Amendment 10</p> <p>Purpose: Add language in Special Conditions to include Lift Inspection and Service.</p> <p>Special Conditions will be amended to include the following:</p> <p>5. Lift Inspection and Service: As lifts are to be inspected annually and if deemed necessary service parts required, the vendor and/or the vendor’s representative shall have the ability to inspect & service the lifts. Specific prices vary for lift inspections by lift type, model or capacity as do labor rates. Additionally as shop technicians are required to have annual training on the proper use of the lift, technician training is part of this contract. Annual lift inspections & technician training are the choice of the agency and price reasonableness for these services is the determination of the using agency.</p>		
08/18/2012	CONTRACT CHANGE: Mohawk Lifts has developed and certified additional lifts for this WSCA contract. I have reviewed these items and determined that they are consistent with the current contract and should be added to Mohawks inventory for this contract. Items are Models LC-12 and TP-18 twin post lifts.		
06/01/2012	ADMINISTRATIVE CHANGE: Contract administrator has been changed from Tim Shay to Steve Hatfield. All future correspondence or contractual issues should be addressed to Steve Hatfield. Steve.Hatfield@des.wa.gov or (360)407-9276.		
05/21/12	ADMINISTRATIVE CHANGE: Removed the State of Arizona’s participating addendum.		
02/03/12	ADMINISTRATIVE CHANGE: Added Stertil-Koni to the State of Maine.		
12/14/11	ADMINISTRATIVE CHANGE: Added Blue Valley Unified School District No. 229, from the State of Kansas for Stertil-Koni		
11/21/11	CONTRACT CHANGE: Added The Federal Clause on Amendment #9(see above).		
10/08/11	CONTRACT CHANGE: Added Stertil-Koni to the State of West Virginia		
08/30/11	ADMINISTRATIVE CHANGE: Updated Contract Specialist Information		
08/03/11	PARTICIPATING ADDENDUM: Add Board of Education of Carroll County, Westminster, MD (ARI-HETRA)		
06/01/11	PRICING DECREASE: Stertil-KONE has announced a Price decrease on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.		
05/26/11	ADDED ADDITIONAL STATE: Virginia has now joined this contract for Mohawk Resources, LTD. and Stertil-Koni USA, Inc.		
04/19/11	ADMINISTRATIVE CHANGE: Added new WSCA Participating Addendum forms and updated the commodity code to the new NIGP commodity code.		
04/01/11	CONTRACT EXTENSION: Contract extended for an additional 24 month term through March 31, 2013. State of Vermont has been added to the contract.		
01/04/11	Removed State Representative: Per the request of Mohawk Shop Equipment Co., no longer represents the state of Washington for Mohawk Lifts Inc.		
12/02/10	ADDED ADDITIONAL STATE: North Carolina has now joined this contract for ARI-Hetra and Mohawk Resources, LTD.		

Current Contract Information

Contract No. 06405

Page 6

11/29/10	Vendor/Customer Report Cards: Vendor/Customer Report Cards have been returned in favor of extending the contract for an additional 24 month terms
10/14/2010	Stertil-Koni: Added to the State of North Dakota & the State of Oregon.
10/05/10	Vendor/Customer Report Cards: Vendor/Customer Report cards have been issued for the extension of this contract.
9/29/2010	Stertil-Koni: Added to the State of California.
8/2/2010	Price Decrease: Effective 8/1/2010 Mohawk Resources, LTD has decreased pricing by 5% on Hunter Engineering items. <u>(see Mohawks website for pricing)</u>
06/29/2010	Administrative Update: Updated WSCA information to include the State of New Hampshire.
04/9/2010	Administrative Update: Updated Mohawk contact information from Joe Mulone to Mike Gasner. Updated WSCA information to include the State of North Dakota who recently joined. Updated the Participating Addendum Western State Contracting Alliance form information. (see page 26). Mohawk has added two new Heavy Duty Hinged (Parallelogram) Surface Runway Lifts to the price sheet.
1/5/2010	Mohawk Lifts Washington State Sales/Service Representative “Olson Shop Equipment” has been removed.
11/1/09	State of New York Participating Addendum expired, effective 11/1/09.
9/23/09	Delaware State added as a WSCA participating state to utilize contractor Stertil-Koni USA, effective 9/17/09.
9/11/09	Delaware State added as a WSCA participating state to utilize contractor ARI-Hetra, effective 9/11/09.
8/18/09	1) ARI Hetra: Removed reference to additional discount on the “HDXL-902 equipment as offer expired 8/18/09.
7/31/09	2) Georgia State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 7/31/09 3) STERTIL-KONI: Added new ALI certified equipment and revised some model numbers for consistency with the ALI certification naming conventions. Removed lifts that were not ALI certified as only certified lifts are permitted on contract. See “Contract pricing” for update. 4) MOHAWK RESOURCES: A. Added the following equipment as ALI certified, TR-33, TR-33-SWT, TR-35, TR-35-WT, TR-50, TR-50-WT, TR-70-WT, TR-75. . See “Contract pricing” for update. B. Revised sales representative: Randy Anglin/Enumclaw, Washington replaced with David Newton/Vancouver, Washington.
5/20/09	1) ARI-HETRA: Adjust ARI_HETRA’s discount on the “HDXL-902 equipment only” through August, 18, 2009 from 18.21% “Discount off current Manufacturer’s Published List Price (MPL)” to an additional 12.5% off, per amendment #8. Net adjustment is 30.71% off MPL on the HDXL-902 equipment. 2) STERTIL-KONI: Added ST 1082-2FV equipment as ALI certified. 3) CLARIFICATION of “ <u>Second Tier Pricing/Volume Pricing</u> ” – page 2.
4/15/09	Adjust Stertil-Koni USA “additional quantity discount” from 31% off MLP for three to seven lifts ordered to 32% off MLP for two to seven lifts ordered per amendment #7.
4/2/09	Oklahoma State added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 4/2/09.
4/1/09	1) Contract Extension: Contract with ARI-Hetra, Mohawk Lifts & Stertil –Koni has been extended for 24 months, 4/1/09 through 3/31/11, per amendment #6. All other pricing, contract terms and conditions will remain unchanged. 2) Mohawk Lifts: Updated Customer Service/Order Placement contacts. Mohawk Lifts adding additional models of parallelogram lifts, all are ALI-ETL certified.
3/16/09	Mississippi added as a WSCA participating state to utilize contractor Mohawk Lifts, effective 3/16/09
2/10/09	California added as a WSCA participating state to utilize contractor ARI-Hetra, effective 2/10/09 (approved to use Mohawk Lifts on 7/17/08).
2/5/09	Note: Mohawk has increased warranty on 2 Post Lifts, shipped after 1/1/09. Call company for details.
1/23/09	1) Wisconsin added as a WSCA participating state to utilize contractors Stertil-Koni, Mohawk Lifts & ARI Hetra and effective 1/23/09. 2) Delaware added as a WSCA participating state to utilize contractor Mohawk Lifts only, effective 1/23/09.

Current Contract Information

Contract No. 06405

Page 7

1/21/09	<p>1) ARI-Hetra: Limited price reduction offered , valid through 3/31/09 only (items a & b):</p> <ul style="list-style-type: none"> a. Quantity Discount: 5% for two systems and greater. b. Prompt Payment Terms: 3% 10 days/Net 30 <p>2) ARI-Hetra: Manufacturer’s published List Price updated to 06/16/08</p> <p>3) Stertil-Koni: Price adjustment for Stertil-Koni to adjust payment terms to 2% 20 days and volume discount increased to 31% off Manufacturer Price List for 3 to 7 items ordered and 33.5% for 8 or more items ordered per amendment #5..</p> <p>4) Implemented Participating Addenda for the State of New York as a WSCA participating state for all three vendors. New York withdrew their rescind notice (dated 8/26/08) so participating addenda for all three vendors have been implemented as previously approved on 7/31/08.</p>
12/2/08	<p>Added the State of Michigan as a WSCA participating state to utilize contractor Mohawk Lifts, effective 12/2/08.</p>
11/13/08	<p>1) <u>Stertil-Koni</u>: Price adjustment for Stertil-Koni to adjust discount from 29% to 25% off MLP on ST-1060’s and ST-1073’s, effective 11/13/08, per amendment #4.</p> <p>2) <u>Stertil-Koni</u>: Added Pace Suburban Bus, Illinois as a WSCA participating agency to utilize contractor Stertil-Koni, effective 11/6/08.</p>
10/22/08	<p>1) Stertil-Koni: Discount adjusted from 25% discount off Manufacturer Price List to 29% discount off Manufacturer Price List effective 10/22/08, per amendment 3.</p> <p>2) Mohawk Lift: New ALI certified units added to MLP list (8/29/08) at same discount off MLP. Contract Stipulates “only certified product will be offered and sold under this contract...at prices consistent with the original contract.” Removed from Contract Pricing “TP-15” and replaced with “TP-16”</p> <p>3) Stertil-Koni: New ALI certified units added to MLP list (10/13/08) at same discount off MLP. Contract Stipulates “only certified product will be offered and sold under this contract...at prices consistent with the original contract.”</p>
9/1/08	<p>Update price list for Stertil-Koni, effective 9/1/2008. Pricing for Stertil-Koni remains 25% off list. Participating Addenda for all three awarded contractors for the State of New York has been rescinded. Effective: April 1, 2008</p>
8/7/08	<p>Added the State of New York as a non-WSCA participating state to utilize contractors: ARI, Mohawk & Stertil-Koni. Update price list for Mohawk, effective 7/17/08. Pricing for Mohawk remains 15.59% off MLP.</p>
7/17/08	<p>Added the State of California as a WSCA participating state (Mohawk only).</p>
6/5/08	<p>Updated “Exclusive Distributors” for Stertil-Koni. Added the State of Arkansas (Mohawk only), Maine (Mohawk only) and effective 6/5/08 as non WSCA participating states. Add the State of Pennsylvania (ARI/Stertil-Koni) effective 5/1/08 as a non-WSCA participating state.</p>
4/1/08	<p>Confirm and /or update the referenced price lists for Stertil-Koni. Also, update Office of State Procurement’s Contracts Specialist information.</p>
4/1/08	<p>Extend contract for 12 months, April 1, 2008 through March 31, 2009.</p> <p>All vehicle lifts must meet the most current edition of ETL (Intertek Testing Services) and must be certified in accordance with the requirements of the Procedural Guide for the Automotive Lift Institute (ALI) Certification Program, which includes compliance with national product safety standards and must be published on ALI website at: http://207.140.180.11/ali/ali2.nsf/frmHome?OpenForm.</p> <p>In addition the following items must be received with each vehicle lift purchased:</p> <ol style="list-style-type: none"> 1. Lift Inspector/Operator Training Pack which will include: <ul style="list-style-type: none"> Lift Operator/Training Pack ALI “Lifting it Right” Safety Manual ALI “Safety Tips Cards” ALI/LP Guide ANSI/ALI ALOIM Standard (current edition) ANSI/ALI ALIS Standard (current edition)

Current Contract Information

Contract No. 06405

Page 8

	<p style="text-align: center;">ANSI/ALI ALCTV Standard (current edition)</p> <p style="text-align: center;">2. ALI/WL Series Uniform Warning Labels/Placards</p> <p>All above documentation is to be provided at no additional cost to the customer. This documentation is necessary to develop a training plan to fulfill the current training requirements defined within OSHA General Duty Clause, WorkSafe BC and the Ontario Ministry of Labor.</p>
2/12/08	Added the State of Pennsylvania as WSCA participating State (Mohawk only).
12/27/07	Added the State of Minnesota as a WSCA participating state.
12/19/07	Updated Office of State Procurement's Contracts Specialist and Alternate contact information.
11/28/07	Confirm and/or update contact information and referenced price list for contractors.
9/25/07	Added the State of Colorado as a WSCA participating state.
9/24/07	Added the State of West Virginia as a WSCA participating state.
9/6/07	Added the State of Iowa as a WSCA participating state.
8/16/07	Added the State of Wyoming as WSCA participating state.
8/14/07	Added the State of Rhode Island as a non-WSCA participating state.
8/1/07	Added the State of Florida as a non-WSCA participating state.
5/7/07	Added the State of Oregon as a WSCA participating state and Foothill Transit of West Covina, California as an authorized contract user.
3/8/07	Updated referenced MLP for each vendor.
1/17/07	Added the State of Nevada as a WSCA participating state.
1/12/07	Added the State of Montana as a WSCA participating state.
12/14/06	Amend contract for the State of Arizona to include all agencies, boards, commissions and political subdivisions, including all members of the State Purchasing Cooperative.
11/1/06	Revise quarterly usage reporting requirements.
9/25/06	Added the State of South Dakota as a WSCA participating state and list State of Arizona Dept. of Transportation which was inadvertently left off of the last contract update.
8/22/06	Added the State of Arizona as a WSCA participating state.
8/10/06	Added the State of Alaska as a WSCA participating state.
6/20/06	Added the States of Idaho and Missouri as WSCA participating states. Verify and update contractor information where necessary.
5/17/06	Added the State of Utah as a participating state. Update State Procurement Officers' Assistant. Update ARI-Hetra administrative information.
4/13/06	WSCA approval
4/1/06	Contract award date

SUMMARY:

Contract Development History: At the request of the Western States Contracting Alliance (WSCA), a State of Washington Contract Development Team was formed to develop a contract for Vehicle Lifts and Related Garage Equipment. The question this team had to address was, “What process would we use to choose a product that has a life expectancy of 25 years, with equipment that has a primary impact on fleet productivity and safety concerns?” The team used a “Request for Proposal” format where the primary elements for contractor selection included the following items equally: safety history, reference recommendation, price competitiveness and financial history. The following are some highlights of the RFP process:

- All 17 members of the Automotive Lift Institute were contacted (www.autolift.org) and all were sent bid notification.
- There were a number of meetings and conversations with potential manufacturers and suppliers regarding this commodity.
- A pre-bid meeting was held. Five (5) different lift manufacturers were represented.
- Received Proposals from 7 of 17 members of the Automotive Lift Institute.
- Five (5) of the seven (7) proposals received went on to Step 2, Oral Interviews.
- Each offeror had to stipulate that the “MPL” prices being offered were the lowest offered to any government customer.
- All offers had to then pass the technical review committee which was made up of five (5) members of the Pacific Northwest Fleet Managers Association. This process was a Q & A between each potential lift vendor and the five (5) member panel.
- The review committee did not accept the offers of two (2) of the potential vendors.
- An award was made to (three) 3 vendors who collectively represent 4 (four) manufacturers of vehicle lifts, which the State feels can adequately serve the needs of the government agencies of Washington and other WSCA and non-WSCA states.

SPECIAL CONDITIONS:

IN ORDER FOR OFFERORS TO BE JUDGED RESPONSIVE, THEY HAD TO AGREE TO THE FOLLOWING MANDATORY CONTRACT REQUIREMENTS WHICH ARE:

1. **Manufacture Direct:** The Contractor shall be that manufacturer named on lift certification documents.
2. **Parts Availability and Service Response Time:** Contractor shall guarantee the availability of repair parts for a period not less than seven (7) years and a service response time of twenty-four (24) hours. Our expectation is the manufacturer will have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within 24 hours.
3. **Site Review and Installation:**
Site Reviews: The contractor will perform site reviews upon request. Contract users may order lifts based upon purchasers' knowledge and experience or request a site review from the contractor. The purpose of the site review is to obtain a product recommendation from the manufacturer. In most instances, the recommendation would include: lift recommended, contract pricing, any accessories needed and installation cost (if requested).

Installation: The contractor shall have the capability to install their lift when requested to do so. This requirement, installation not is meant to include large scale work that should otherwise be done as public works. The purchasers' responsibility is to have appropriate electrical power within twelve (12) feet of the lift and an installation surface that meets code and manufacture requirements.

The purchaser will be responsible for the price reasonableness of the installation decision. In the event installation pricing is requested, that pricing shall be on a line item basis. It's understood that the states cost of installation shall be equal or less than that price offered to manufacturers most favored customer for a comparable installation. The offeror is asked to identify any cost reduction opportunities related to the installation. Example: Equipment that could be provided by the state for use in the installation.

4. **Pricing:** Contractor shall propose pricing for lifts that is equal to or better than best pricing offered to other State or Federal Governmental entities for same product and service (excludes Second Tier Pricing/Volume Pricing). Product pricing shall be FOB Destination with cost of freight included in the cost of product. Bid pricing shall not include installation. Pricing shall be in the form of a discount percentage off Manufacture current List Price.

A requirement of this contract will be the availability of list pricing and product information on the web.

CONTRACTOR INFORMATION

Contractor: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane
Manassas, VA 20109

Contract Administration:	Primary Contact	Alternate Contact
	Name: Tyler Nguyen	Peggy Buel
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: tylernguyen@ari-hetra.com	peggybuel@ari-hetra.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Robert Penenburgh	Todd Shaw
	Phone: (800) 562-3250 or (703) 359-6265	(800) 562-3250 or (703) 359-6265
	Fax: (703) 359-6405	(703) 359-6405
	E-mail: webmaster@ari-hetra.com	webmaster@ari-hetra.com

Contract Pricing: Pricing is 18.21% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing:**

Two percent (2%) for two (2) Lift Systems
Five percent (5%) for three (3) or more Lift Systems

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://www.ari-hetra.com/wsca/>

Manufacturer's Website: <http://www.ari-hetra.com/>
Federal ID No.: 54-1474478
Payment/Order Placement Address: Automotive Resources, Inc. (ARI-HETRA)
12775 Randolph Ridge Lane,
Manassas, VA 20109
Credit Card Acceptance: American Express, VISA, MasterCard
Minimum Orders: None
Delivery Time: 45 Days After Receipt of Order (ARO)
Payment Terms: 1% 10 Days/Net 30 Days
Shipping Destination: Freight on Board (FOB) Destination
Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia.
Freight to Alaska will be FOB Seattle.
Palletization: Shall comply with all local, state and federal rules

Profile: Automotive Resources, Inc. (ARI-HETRA)

Automotive Resources, Inc. (ARI-HETRA) is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

CONTRACTOR INFORMATION

Contractor: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Contract Administration:	Primary Contact	Alternate Contact
Name:	Steven Perlstein	Mary Minkler
Phone:	(518) 842-1431 Ext. 24	(518) 842-1431 Ext. 23
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	sperlstein@mohawklifts.com	mminkler@mohawklifts.com

Customer Service/Order Placement:	Primary Contact	Alternate Contact
Name:	Ray Pedrick	Mike (Buck) Gasner
Phone:	(518) 842-1431 Ext. 15	(518) 842-1431 Ext. 25
Fax:	(518) 842-1289	(518) 842-1289
E-mail:	rpedrick@mohawklifts.com	bgasner@mohawklifts.com

Contract Pricing: Mohawk Product Line
Pricing is 15.59% Discount off current Manufacturer's Published List Price.

***Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I and LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Hunter Automotive Service Equipment

Contract net pricing can be found on Mohawk's website

Mohawk and Hunter Contract pricing see: <http://www.mohawklifts.com/gov/>

Manufacturer's Website: <http://www.mohawklifts.com/>

Federal ID No.: 30-0131596

Payment/Order Placement Address: Mohawk Resources, Ltd
PO Box 110, Vrooman Ave
Mohawk Industrial Park
Amsterdam NY 12010-0110

Credit Card Acceptance: Visa, MasterCard

Minimum Orders: None

Delivery Time: 15 days After Receipt of Order (ARO) for in-stock equipment.
3-8 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Destination: Freight on Board (FOB) Destination

Freight: Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

Palletization: Shall comply with all local, state and federal rules

Washington State David Newton
Sales/Service Evergreen Auto Service Equipment
Representatives: 15711 NE 6th Circle
Vancouver WA 98684
(360)635-1956

Profile: Mohawk Resources Ltd

Mohawk Resources, Ltd (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawk's in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawk's Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:

Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawk's staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: <http://www.mohawklifts.com/ops/>.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

CONTRACTOR INFORMATION

Contractor: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Contract Administration:	Primary Contact	Alternate Contact
	Name: Jean DellAmore	Kellie Boehm
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: jdellamore@stertil-koni.com	kboehm@stertil-koni.com
Customer Service/Order Placement:	Primary Contact	Alternate Contact
	Name: Paul Marks	Bill Sinclair
	Phone: (800) 336-6637 or (410) 643-9001	(800) 336-6637 or (410) 643-9001
	Fax: (410) 643-8901	(410) 643-8901
	E-mail: pmarks@stertil-koni.com	bsinclair@stertil-koni.com

Contract Pricing: Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

***Second Tier Pricing/Volume Pricing:**

32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

PRICING DECEASE: Stertil-KONE has announced a **Price decrease** on Earthlift Mobile Columns; see updated pricing on the online catalog for 2011.

*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.

Contract pricing see: <http://wsca.stertil-koni.com/>

Manufacturer's Website: www.stertil-koni.com
Federal ID No.: 52-2010741
Payment/Order Placement Address: Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville MD 21666-2111

Credit Card Acceptance: Visa, MasterCard
Minimum Orders: None
Delivery Time: With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.
120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.
Payment Terms: 2% 20 days/Net 30
Shipping Destination: Freight on Board (FOB) Destination
Freight: Freight is FOB Destination to all WSCA states with the exception of Alaska and Hawaii. Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.
Palletization: Shall comply with all local, state and federal rules

Profile: Stertil-Koni USA, Inc.

Stertil-Koni, USA, Inc. (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

Highlights of Stertil-Koni worldwide

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.
- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
 - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
 - Main technical support person has been with the company 9 years (almost from the beginning)
 - European engineering personnel have been with the company an average of 15 years.
- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
 - ALI/ETL (for North America)
 - CSA (for Canada)
 - CE (for Europe)
 - TUV (for Europe)

- Steril-Koni has a unique operating structure. In order to provide full and adequate coverage to customers in the United States, we utilize a hybrid approach to sales and service. Unlike many of our competitors, we have a two-tiered approach:
 - We hire **REGIONAL VICE PRESIDENTS OF SALES** which focus on major customer development, sales and service support within a given geographical area. WE currently have 5 VP of Sales. These gentlemen in turn are responsible for managing individual distributors:
 - We recruit **EXCLUSIVE DISTRIBUTORS** within specific geographical zones. Within the WSCA zone the following distributors are represented. We understand that this contract will be directly between the manufacturer and Washington State. However, it is important to know that there is a back up with the local EXCLUSIVE DISTRIBUTOR who can provide input and assistance in the event of needed help. Baltimore, Maryland is indeed a long distance from Seattle, Washington and having local resources is invaluable to a win-win relationship for Steril KONI and the State of Washington.
 - Liftlogic (Washington State)
 - Liftlogic (Oregon)
 - Liftlogic (Alaska)
 - Southwest Lift & Equipment (Arizona & New Mexico)
 - Municipal Maintenance Equipment (Northern California)
 - Southwest Lift & Equipment (Southern California)
 - Carney Sales (Minnesota)
 - SWIS Automotive (Colorado & Wyoming)
 - Hawaii Equipment (Hawaii)
 - Liftlogic (Idaho)
 - Southwest Lift & Equipment (Nevada)
 - Liftlogic (Montana)
 - Southwest Lift & Equipment (Utah)
 - Rawn Roman (South Dakota)

State of Washington Vehicle Lift Specification

- | |
|---|
| 1) Warranty: The Warranty shall be the manufacturer's standard warranty. The vendor shall be responsible for the cost of any inspections, adjustments, parts, labor, travel, pickup and/or delivery changes that are a result of equipment failures(s) during the warranty period. Provide a copy of your standard warranty. In the event the standard warranty literature includes terms not consistent with the states Standard Terms and Conditions, those inconsistencies will be disregarded unless specifically addressed in writing. |
| 2) Lifts provided under this contract shall be new and unused and the most current advertised production model. Lifts shall be furnished with all standard equipment advertised. The lift shall be complete with all equipment required for operation. |
| 3) Contractor shall provide adequate training in operation, safety and maintenance of supplied vehicle lifts before payment will be made. |
| 4) Each lift shall be supplied with operation and service manuals to include an illustrated parts breakdown and service schedules.

Lifts must be supplied with all ANSI, ALI/ETL safety data, safety booklets and lifting points' guides. Safety decals must be permanently placed on the lift in clear view of the operator. |
| 5) Certification: Only certified lifts meeting ANSI/ALI ALCTV are to be provided under this contract. If a purchaser exercises their right to purchase a non-certified lift, that purchase shall be considered to be an off contract purchase. |
| 6) Manufacture Certified Technicians: Installation and service shall be by manufacture certified technicians. Describe and provide samples of course literature used to certify technicians. Provide names of certified technicians available for installation work in Washington? |
| 7) The manufacturer must be a firm regularly engaged in the design and manufacturing of lifts described herein for a period of not less than 5 years. |

CONTRACT REQUIREMENTS

1. CERTIFICATE OF INSURANCE

The following supersedes Certificate of Insurance, Competitive Procurement Standards (not provided in this document), Section III, Standard Terms and Conditions, paragraph 44.

A. General Requirements: Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the contract. Within fifteen (15) calendar days of receipt of notice of award, the Contractor shall furnish evidence in the form of a Certificate of Insurance satisfactory to the state that insurance, in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance, as required, will result in contract cancellation.

Contractor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by State.

B. Specific Requirements:

1. Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The state will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

2. Commercial General Liability Insurance: The Contractor shall at all times during the term of this contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness, and death and property damage arising out of the Contractor's premises/operations, independent contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

Each Occurrence	\$3,000,000
General Aggregate Limits (other than products-completed operations)	\$3,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$50,000
Medical Expense Limit (any one person)	\$50,000

3. Business Auto Policy (BAP): In the event that services delivered pursuant to this contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limits not less than \$1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Longshore and Harbor Workers Insurance: Certain work or services under this contract may require insurance coverage for Longshore and Harbor Workers (Longshore and Harbor Workers Compensation Action 33 U.S.C., Sec. 901 et seq.). Failure to obtain coverage, in the amount required by law, may result in civil and criminal liabilities. Contractor is fully responsible for ascertaining whether or not such insurance is required.

5. Additional Provisions: Above insurance policies shall include the following provisions:

- A. Additional Insured: The State of Washington and all authorized contract users shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of policy(ies) cancellation/non-renewal: For insurers subject to RCW 48.18 (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the State forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

For insurers subject to RCW 48.15 (Surplus Lines) a written notice shall be given to the State twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this contract.

If cancellation on any policy is due to non-payment of premium, the State shall be given a written notice ten (10) calendar days prior to cancellation.

- B. Identification: Policy (ies) and Certificates of Insurance must reference the state's bid/contract number.
- C. Insurance Carrier Rating: The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by Department of Enterprise Services's Risk Manager, or the Risk Manager for the State of Washington, by submitting a copy of the contract and evidence of insurance before contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.
- D. Excess Coverage: The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

2. REPORTS

The contractor(s) must provide the following report(s) to Master Contracts & Consulting:

Sales and Subcontractor Reports

1. Contractor(s) must submit quarterly usage reports through the Contract Sales Reporting System located on the Internet at: <https://fortress.wa.gov/ga/apps/CSR/login.aspx>. Total purchases for each State of Washington Agency, University and Community/Technical College must be shown separately. Total purchases for all political subdivisions and non-profit organizations may be summarized as one customer. **Additionally, cumulative totals for each individual participating state must be reported.**

Reports must be submitted within thirty (30) days after the end of the calendar quarter. (i.e. – no later than April 30th, July 31st, October 31st and January 31st.)

2. A quarterly Use Report shall be submitted to the Contract Manager. This report is due at the same time the Sales and Subcontractor Report is due. This report shall provide the following information.

Purchaser:	Type of Lift Provided:	Location of the Lift:	Total Cost:
			\$

3. SPECIAL TERMS AND CONDITIONS

PRICING METHOD AND ADJUSTMENTS

The contract price shall be the Manufacture List Price (MLP) in effect at the time the order is placed less the discount percentage offered. Manufacture Price lists will be that price list published by the manufacture and used by general population of contract users. Not a unique Price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of Washington. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements. During contract period the discount percentage shall remain firm and fixed for the initial twelve (12) month period of the term of contract indicated in Scope.

Adjustments in the discount will be at the discretion of the State Procurement Officer and shall:

- be the result of increases at the manufacturer's level, incurred after contract commencement date.
- not produce a higher profit margin than that on the original contract.
- clearly identify the items impacted by the increase.
- be filed with State Procurement Officer a minimum of 60 calendar days before the effective date of proposed increase.
- be accompanied by documentation acceptable to the State Procurement Officer sufficient to warrant the increase.

During the contract period, any price declines at the manufacturer's level or cost reductions to Contractor shall be reflected in a reduction of the contract price retroactive to Contractor's effective date.

During the term of this contract, should the contractor enter into pricing agreements with other customers providing greater benefits or lower pricing, contractor shall immediately amend the state contract to provide similar pricing to the state if the contract with other customers offers similar usage quantities, and similar conditions impacting pricing. Contractor shall immediately notify the state of any such contracts entered into by contractor.

4. CONTRACTOR PERFORMANCE

General Requirements: The state, in conjunction with purchasers, monitors and maintains records of Contractor performance. Said performance shall be a factor in evaluation and award of this and all future contracts. Purchasers will be provided with product/service performance report forms to forward reports of superior or poor performance to the State Procurement Officer.

5. PURCHASING CARD ACCEPTANCE

In an effort to streamline the purchasing and payment process, the State is encouraging agencies to use the state contracted purchasing card to facilitate small dollar purchases. While at the present time, it is not mandatory that contractors accept credit card purchases, we encourage all state contractors to consider this alternate payment process. Please indicate in Bid Submittals which card(s) you presently accept and payment discount you may offer the state. The current card available for state agency use is a VISA product.

6. ADDITIONS OR DELETIONS

The State reserves the right to add or delete items, agencies, other states or locations, as determined to be in the best interest of the state. Added items, agencies or locations will be related to those on contract and additions or deletions will not represent a significant increase or decrease in size or scope of the contract. Such additions or deletions will be by mutual agreement, will be at prices consistent with the original bid price margins, and will be evidenced by issuance of a written contract change notice from the SPO.

EXHIBIT “A” WSCA Standard Contract Terms and Conditions

PARTICIPANTS:

Western States Contracting Alliance (“WSCA”) is a cooperative group contracting consortium for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. Obligations under this contract are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting price agreement(s) will be permissive. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

DEFINITIONS:

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Offeror” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of WSCA who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

QUANTITY ESTIMATES: Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

SPECIFICATIONS: Any deviation from specifications must be clearly indicated by offeror; otherwise, it will be considered that the proposal is in strict compliance. When BRAND NAMES or manufacturers’ numbers are stated in the specifications they are intended to establish a standard only and are not restrictive unless the solicitation says “no substitute.” Offers will be considered on other makes, models or brands having comparable quality, style, workmanship and performance characteristics. Alternate proposals offering lower quality or inferior performance will not be considered.

ACCEPTANCE OR REJECTION OF BIDS AND PROPOSALS: The Lead State reserves the right to accept or reject any or all bids or proposals, or parts of bids or proposals, and to waive informalities therein.

SAMPLES: Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to be furnished free of charge. Except for those samples destroyed or mutilated during testing, samples will be returned at an offeror's request, transportation collect.

CASH DISCOUNT TERMS: Offeror may quote a cash discount based upon early payment; however discounts offered for less than 30 days will not be considered in making the award. The date from which discount time is calculated shall be the date a correct invoice is received or receipt of shipment, whichever is later; except that if testing is performed, the date shall be the date of acceptance of the merchandise.

TAXES: Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

MODIFICATION OR WITHDRAWAL OF BIDS AND PROPOSALS: Bids and proposals may be modified or withdrawn prior to the time set for receipt of bids or proposals. After the time set for receipt of bids or proposals, no proposal may be modified or withdrawn.

PATENTS, COPYRIGHTS, ETC: The Contractor shall release, defend, indemnify, and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

AWARD: Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible offeror(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. Unless otherwise stated in the solicitation, an award in an solicitation denominated as an RFP will be made to the lowest responsive and responsible bidder(s) meeting specifications and all bid terms and conditions. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

NON-COLLUSION: By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the solicitation, designed to limit independent bidding or competition.

TERMINATION: Unless otherwise stated in the solicitation, any contract entered into as a result of this solicitation may be terminated by either party upon 60-days notice, in writing, prior to the effective date of the termination. Further, any Participating State may terminate its participation upon 30-days written notice, unless otherwise limited or stated in the special terms and conditions of the solicitation. Any termination under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of any Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order."

DEFAULT AND REMEDIES:

- A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:
 - (1) Nonperformance of contractual requirements; or
 - (2) A material breach of any term or condition of this contract.
- B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.
- C. If the default remains after the opportunity for cure, the non-defaulting party may:
 - (1) Exercise any remedy provided by law or equity;
 - (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
 - (3) Impose liquidated damages, as specified in the solicitation or contract;
 - (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future orders or solicitations.

LAWS AND REGULATIONS: Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

CONFLICT OF TERMS: In the event of any conflict between these standard WSCA terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.

REPORTS: The contractor shall submit quarterly reports to the Lead State contract administrator, and upon request to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.

HOLD HARMLESS: The contractor shall release, defend, indemnify and hold harmless WSCA, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of WSCA, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

ORDER NUMBERS: Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

GOVERNING LAW AND VENUE: This procurement shall be governed and the resulting price agreement construed in accordance with the laws of the Lead State (Washington). The construction and effect of any Participating Addendum or order against the price agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's State. Venue for any claim, dispute or action concerning the construction and effect of the price agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against the price agreement or the effect of a Participating Addendum or shall be in the Purchasing Entity's State.

DELIVERY: The prices offered shall be the delivered price to any WSCA state agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

WARRANTY (including Year 2001): As used herein "Purchasing entity" refers to any WSCA state agency or political subdivision. The contractor agrees to warrant and assume responsibility for each hardware, firmware, and/or software product (hereafter called the product) that it licenses, or sells, to the Purchasing Entity under this contract. The contractor acknowledges that the Uniform Commercial Code applies to this contract. In general, the contractor warrants that: (a) the product will do what the salesperson said it would do, (b) the product will live up to all specific claims that the manufacturer makes in their advertisements, (c) the product will be suitable for the ordinary purposes for which such product is used, (d) the product will be suitable for any *special purposes* that the Purchasing Entity has relied on the contractor's skill or judgment to consider when it advised the Purchasing Entity about the product, (e) the product has been properly designed and manufactured, and (f) the product is free of significant defects or unusual problems about which the Purchasing Entity has not been warned. In general, "year 2001 compatibility and fitness" means: (1) the product warranted by the contractor will not cease to perform before, during, or after the calendar year 2001, (2) the product will not produce abnormal, invalid, and/or incorrect results before, during, or after the calendar year 2001, (3) will include, but not be limited to, date data century recognition, calculations that accommodate same century and multi-century formats, date data values that reflect century, and (4) accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations. If problems arise, the contractor will repair or replace (at no charge to the Purchasing Entity) the product whose noncompliance is discovered and made known to the contractor in writing. Nothing in this warranty will be construed to limit any rights or remedies the Purchasing Entity may otherwise have under this contract with respect to defects.

AMENDMENTS: The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Contract Administrator of the Lead State.

ASSIGNMENT/SUBCONTRACT: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the Contract Administrator of the Lead State.

NONDISCRIMINATION: The offeror agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The offeror further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Offeror agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The offeror must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.

SEVERABILITY: If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

INSPECTIONS: Goods furnished under this contract shall be subject to inspection and test by the Purchasing Entity at times and places determined by the Purchasing Entity. If the Purchasing Entity finds goods furnished to be incomplete or in compliance with proposal specifications, the Purchasing Entity may reject the goods and require Contractor to either correct them without charge or deliver them at a reduced price, which is equitable under the circumstances. If Contractor is unable or refuses to correct such goods within a time deemed reasonable by the Purchasing Entity, the Purchasing Entity may cancel the order in whole or in part. Nothing in this paragraph shall adversely affect the Purchasing Entity's rights including the rights and remedies under the Uniform Commercial Code.

PAYMENT: Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a Purchasing Entity's "Purchasing Card".

FORCE MAJEURE: Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

HAZARDOUS CHEMICAL INFORMATION: The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.

FIRM PRICE: Unless otherwise stated in the special terms and conditions, for the purpose of award, offers made in accordance with this solicitation must be good and firm for a period of ninety (90) days from the date of receipt of bids or proposals. Prices must remain firm for the full term of the contract.

EXTENSION OF PRICES: In the case of error in the extension of prices in the proposal, the unit prices will govern.

PROPOSAL PREPARATION COSTS: WSCA is not liable for any costs incurred by the offeror in preparation of the bid or proposal.

CERTIFICATION REGARDING CONFLICT OF INTEREST: Contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any Participating State to any officer or employee of WSCA or Participating States to secure favorable treatment with respect to being awarded this contract.

INDEPENDENT CONTRACTOR: Contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind the Participating States to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA or the states, except as expressly set forth herein.

POLITICAL SUBDIVISION PARTICIPATION: Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cities, etc.) of the WSCA participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

CERTIFICATION REGARDING DEBARMENT: The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by WSCA.

RECORDS ADMINISTRATION: The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later.

AUDIT OF RECORDS: The contractor agrees to allow WSCA, State and Federal auditors, and state agency staff access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

PRICES AS CEILING: Price agreement prices represent ceiling prices for the supplies and services priced in the price agreement. The vendor shall report to the Lead State any price reduction or discount, or other more favorable terms, offered to any Purchasing Entity, and the awarded vendor agrees to negotiate in good faith to reestablish ceiling prices or other more favorable terms and conditions applicable to future orders.

STATE PARTICIPATION/UNIQUE TERMS AND CONDITIONS: Apart from the Lead State conducting the solicitation, the States indicated on Attachment D have signified their intent to enter into a price agreement and, except where Attachment D or the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and the resulting contract. Attachment D of the Solicitation includes any significant State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

Additional States may be added with the consent of the contractor and the Lead State (on behalf of the WSCA Participating States) through execution of a Participating Addendum.

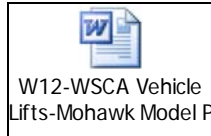
Revision Date: February 2001

MANAGEMENT FEE: In the event this contract is designated as a WSCA contract inclusive of Washington, a management fee of one and a half percent (1.5%) will be assessed to the vendor(s) centrally for all purchases under the contract (WSCA Vehicle Lifts). This fee is due quarterly and paid to Western States Contracting Alliance.

Additional administrative fees may be added by individual states. These fees will be negotiated and addressed in each states participating addendum or Attachment "A" of the Bid document, "State Unique Terms and Conditions". These administrative fees will only apply to purchases made in that state and charged to that state.

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: Vehicle Lifts and Related Garage Equipment**

**For matters related to Participating Addendums please contact Paul Stembler, WSCA/NASPO
Cooperative Development Coordinator @ (612) 284-7123, Fax (952) 392-4580 or by
E-mail @ pstembler@amrms.com**



**PERFORMANCE REPORT FOR
PURCHASING & CONTRACT ADMINISTRATION**

To DES Customers:

Please take a moment to let us know how our services have measured up to your expectations on this contract. Please copy this form locally as needed and forward to the Master Contracts & Consulting Purchasing Manager. For any comments marked unacceptable, please explain in remarks block.

Procurement services provided:	Excellent	Good	Acceptable	Unacceptable
➤ Timeliness of contract actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Professionalism and courtesy of staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Services provided met customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Knowledge of procurement rules and regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Responsiveness/problem resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
➤ Timely and effective communications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: _____

Agency: _____ Prepared by: _____
 Contract No.: 06405 Title: _____
 Contract Title: Vehicle Lifts & Related Garage Equip. Date: _____
 Phone: _____

Send to:

**Department of Enterprise Services
 Master Contracts & Consulting
 Purchasing Unit Manager
 1500 Jefferson Street
 Olympia, Washington 98504**

**PERFORMANCE REPORT FOR
CONTRACTOR PRODUCT/SERVICE**

Complete this form to report problems with suppliers or to report unsatisfactory product or services. You are also encouraged to report superior performance. Agency personnel should contact suppliers in an effort to resolve problems themselves prior to completion and submission of this report.

Contract number and title: 06405 Vehicle Lifts and Related Garage Equipment

Supplier's name: _____ Supplier's representative: _____

PRODUCT/SERVICE

- | | |
|---|--|
| <input type="checkbox"/> Contract item quality higher than required | <input type="checkbox"/> Damaged goods delivered |
| <input type="checkbox"/> Contract item quality lower than required. | <input type="checkbox"/> Item delivered does not meet P.O./contract specifications |
| <input type="checkbox"/> Other: | |

SUPPLIER/CONTRACTOR PERFORMANCE

- | | |
|---|---|
| <input type="checkbox"/> Late delivery | <input type="checkbox"/> Slow response to problems and problem resolution |
| <input type="checkbox"/> Incorrect invoice pricing. | <input type="checkbox"/> Superior performance |
| <input type="checkbox"/> Other: | |

CONTRACT PROVISIONS

- | | |
|--|---|
| <input type="checkbox"/> Terms and conditions inadequate | <input type="checkbox"/> Additional items or services are required. |
| <input type="checkbox"/> Specifications need to be revised | <input type="checkbox"/> Minimum order too high. |
| <input type="checkbox"/> Other: | |

Briefly describe situation: _____

Agency Name:		Delivery Location:	
Prepared By:	Phone Number:	Date:	Supervisor:
Address:	Email:		

Send To:

**Contracts Specialist
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street
OLYMPIA WA 98504**

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Master Contracts & Consulting 1500 Jefferson St. SE, Olympia, WA 98501-2355 • P. O. Box 41017 • Olympia, Washington 98504-1017 • (360) 407-7400 http://www.des.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 06405	Date Issued: 02/08/2013
	Amendment Number: 12	Date Effective: Upon DES Approval (signature)
This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.		



Purpose of Amendment

Purpose: Extend Current Period of Performance







Contract 06405 is extended to 03/31/2015 or until a replacement contract is implemented, whichever is sooner in time. Contract is extended under the same terms, conditions, specifications, and pricing unless otherwise stated in this Contract Amendment.

Authorizing Signatures

This contract amendment, consisting of one (1) page and zero (0) attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:  2/18/13 (Contractor Authorized Representative Signature) (Date)		For State:  2/26/13 (Procurement Coordinator Signature) (Date)	
Print Name	Steven Perlstein	Print Name	Steve Hatfield
Telephone No.	518-842-1431 Ext 24	Telephone No.	360-407-9276
Company	Mohawk Resources, Ltd PO Box 110, Vrooman Ave Mohawk Industrial Park Amsterdam, NY 12010-0110	Company	Dept. Enterprise Services Master Contracts & Consulting
Mailing Address		Mailing Address	P. O. Box 41017 Olympia, WA 98504-1017
Physical Address		Physical Address	1500 Jefferson St. SE Olympia, WA 98501-2355
Email:	sperrstein@mohawklifts.com	Email:	Steve.Hatfield@des.wa.gov

DES Approval

OSP Managers: Or	Date Colbert	Signature/Date	
	Michael Maverick	Signature/Date	 2/26/13
		Signature/Date	
OSP CPO		Signature/Date	

State of Washington DEPARTMENT OF GENERAL ADMINISTRATION Office of State Procurement Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400 http://www.ga.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 06405	Date Issued: January 31, 2011
	Amendment Number: 8	Date Effective: April 01, 2011

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

Purpose:

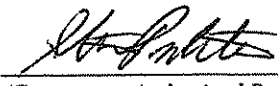
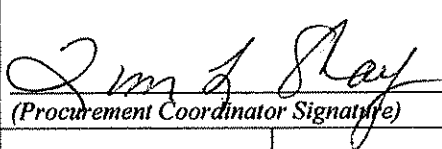
This Contract Amendment No. 8, in agreement with Mohawk Resources LTD and the Office of State Procurement, hereby extends Contract #06405-Vehicle Lifts and Related Garage Equipment, for 24 months (4/1/11 to 3/31/13).

All other pricing, contract terms and conditions will remain unchanged.

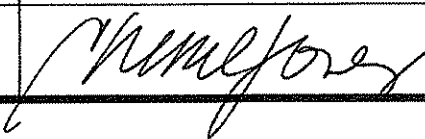
NOTE: No Extension shall take place, if at all, until the State acknowledges its acceptance of extension by all required signatures below (Procurement Coordinator and OSP Authorizing Manager).

Authorizing Signatures

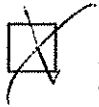
This contract amendment, consisting of *one* page and *no* attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

For Contractor:		For State:	
	1/31/11		2/3/11
(Contractor Authorized Representative Signature)	(Date)	(Procurement Coordinator Signature)	(Date)
Steven Perlstein-Mohawk Resources LTD		Tim L. Shay	
Telephone No.	(518) 842-1431 EX 24	Telephone No.	(360) 902-7431
Email:	sperlstein@mohawklifts.com	Email:	tshay@ga.wa.gov

GA Approval

OSP Authorizing Manager:	<i>Cheral Jones</i>	Date:	2/15/11
Signature:		Email:	cheral.jone@ga.wa.gov
		Phone:	360-902-7194

Part 2 Contract Extension Offer



I agree to accept a **twenty four (24)** month extension of subject contract through **3/31/13** under contract terms, conditions, and specifications.



Regarding pricing, we offer the following voluntary price reduction(s) for _____ months for the contract line items as specified below:

Contract Line Item	Item Description	Unit Price Offered
1.		\$
2.		\$



I do not agree to accept an extension. Please attach letter of explanation or provide comments below (Please note that price increases are subject to the terms and conditions of the contract and are independent of any contract extension offers):

Name: Steve Perlstein STEVE PERLSTEIN
Title: Pres. Mohawk Resources
Telephone/Fax: 518-842-1431 ex 24
Email: sperlstein@mohawklifts.com
Date: 1/31/11

State of Washington DEPARTMENT OF GENERAL ADMINISTRATION Office of State Procurement <i>Rm. 201 General Administration Building, P.O. Box 41017 •</i> <i>Olympia, Washington 98504-1017 • (360) 902-7400</i> http://www.ga.wa.gov	CONTRACT AMENDMENT	
	Contract Number: 06405	Date Issued: 2/10/09
	Amendment Number: 6	Date Effective: 4/1/09

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment


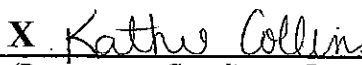
Purpose:

This Contract Amendment No. 6, in agreement with Mohawk Lifts, and the Office of State Procurement, hereby extends Contract #06405-Vehicle Lifts and Related Garage Equipment, for 24 months (4-1-09 to 3-31-11).

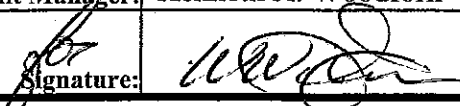
All other pricing, contract terms and conditions will remain unchanged.

Authorizing Signatures

This contract amendment, consisting of 1 page and no attachments is executed by the persons signing below who warrant that they have the authority to execute this contract amendment. Amendment not valid until signed by the State in the areas marked "For State" and "GA Approval" below.

For Contractor:		For State:	
X 	2/18/09	X 	2-18-09
(Contractor Authorized Representative Signature)	(Date) ↑	(Procurement Coordinator Signature)	(Date)
Steve Perlstein, STEVEN PERLSTEIN		Kathie Collins, Contracts Specialist	
(Print Name & Title) SECRETARY		(Print Name & Title)	
Contractor: Mohawk Lifts	Agency: General Administration/State Procurement		
Address: PO Box 110, Vrooman Ave	210 11 th Ave SW Room 201		
Amsterdam NY 12010-0110	Olympia, WA 98504-1017		
Telephone No.: 518-842-1431	Telephone No.: 360-902-7428		
Email: sperlstein@mohawklifts.com	Email: kcollin@ga.wa.gov		

GA Approval

Unit Manager: Kenneth A. Woodfork	Email: kwoodfo@ga.wa.gov
	Phone: 360-902-7422
	Date: 2/26/09

06405 Vehicle Lifts – Mohawk Lifts

I agree to a 24 month extension of contract #06405 from April 1, 2009 through March 31, 2011 under existing pricing, terms, conditions, and specifications.

Regarding pricing, we offer the following voluntary price reduction(s) for _____ months.

I do not agree to accept an extension (please attach letter of explanation or provide comments below):

The following need to be current prior to implementing a Contract Extension:

- Certificate of Insurance:** Have your insurance company continue to send copies of your company's certificate of insurance in accordance with the original bid document.
- WA Business License Certificate:** please enclose a copy of your current license from the Washington State Department of Licensing or provide number _____
Federal Identification #: Please provide number _____
- Sales Usage Report:** Due on a quarterly basis. Quarterly usage reports shall be submitted through the Contract Sales Reporting System located on the internet at <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>. Quarters missing are: You're current.
- Administrative/Management Fees:** 1.5% payable quarterly, to ~~General Administration/Office of State Procurement~~ Check must reference contract#. Please make sure you are current with WSCA.

Your Review required:

Has there been any changes to your company name or current contractor/contact information. To verify your information posted to our web site please go to: <https://fortress.wa.gov/ga/inet/pca/pcacont.htm> . Document contractor/contact changes below. If business has changed name please attach paperwork.

Company	Mohawk Resource	Phone:	800-833-2006
Name	STEVEN PERLSTEIN	Title	SECRETARY
Signature	<i>Steven Perlstein</i>	Date	2/18/09
Fax	518-842-1289	Email	SPerlstein@MOHAWKLIFTS.COM
Address	P.O. BOX 110	City/ST/ZIP	

AMSTERDAM, NY
12010



State of Washington
DEPARTMENT OF GENERAL ADMINISTRATION
Office of State Procurement

Rm. 201 General Administration Building, P.O. Box 41017 • Olympia, Washington 98504-1017 • (360) 902-7400
<http://www.ga.wa.gov/purchase>

February 10, 2009

Respond By: February 17, 2009

Subject: Contract #06405, Vehicle Lifts

Sent: via email

Steve Perlstein, Mohawk Lifts
PO Box 110, Vrooman Ave
Amsterdam NY 12010-0110

Dear Mr. Perlstein,

Our Contract, 06405, Vehicle Lifts & Garage Related Equipment, is scheduled to expire on March 31, 2009. Under the extension option, we are considering a 24 month extension (4/1/09 to 3/31/11). The extension would be subject to existing pricing, terms, conditions, and specifications.

As our partner we are asking that you consider a voluntary price reduction on some or all items and services on contract. This will help us continue to offer goods and services that meet the essential needs of state and local government organizations. Pricing will also be a major factor in our business decision to renew or rebid this contract.

Acceptance of Extension: To indicate your intentions regarding this extension, please complete and return this letter and the contract amendment with signature by the above response date. If the extension is contingent, describe the conditions completely and attach your proposal with supporting documentation as required by the contract. Please note that the State is not inviting a re-negotiation of this contract and any proposed changes or price adjustments must be consistent with the terms of the original contract. Although, the state is interested in any cost savings through improved pricing or other options.

Contractor Information: Please check whether your current contractor information is correct on the contract. To check information please go to: <https://fortress.wa.gov/ga/inet/pca/pcacont.htm>, (enter contract number to view contract information and then select Current Contract Information document).

Certificate of Insurance: Must be current and on file with the state. It is your responsibility to have your insurance company continue to send current certificates.

Sales Usage Report: As a reminder, sales usage reports for contract sales activity are due on a quarterly basis. Quarterly usage reports shall be submitted through the Contract Sales Reporting System located on the internet at <https://fortress.wa.gov/ga/apps/CSR/Login.aspx>, confirm your company "usage" contact and password is current. Reports must be submitted within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st. Failure to report sales may result in not extending this contract and consideration of future bids from your firm may be at risk.

Administrative/Management Fees: This contract is subject to an administrative/management fee of one and a half percent (1.5%) of contract sales. Awarded supplier(s) will remit payment of the administrative fee on a quarterly basis when submitting the quarterly sales and subcontractor report. Payment is to be made to Department of General Administration, Office of State Procurement WSCA and contract # must be referenced. Fee is not to be invoiced to any contract users, either as an item on a sales invoice, or by any other means. Any invoice issued to a user of this contract with the administrative/management fee included will be in dispute, and not paid until the supplier corrects it. Payment of the administrative/management fee will be due in conjunction with the quarterly sales and subcontractor report, delinquency in payment may be considered cause for contract termination.

Should you have any questions, or are not able to reply by the above response date, please call me at (360) 902-7428 or email kcollin@ga.wa.gov. Thank you for your continued interest in doing business with the State.

Sincerely,
Kathie Collins – Contracts Specialist, General Administration

**PARTICIPATING ADDENDUM:
WESTERN STATES CONTRACTING ALLIANCE
Contract 06405: Vehicle Lifts and Related Garage Equipment**

This Participating Addendum ("Addendum") is entered into pursuant to the Vehicle Lifts and Related Garage Equipment Contract No 06405 contract ("Master Contract") between Mohawk Resource Ltd. ("the Contractor") and the State of Washington ("Washington") on behalf of the Western States Contracting Alliance ("WSCA"). The parties to this Addendum hereby create a separate contract between the Contractor and the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of General Services ("DGS").

WHEREAS, Washington, on behalf of WSCA, entered into the Master Contract with the Contractor, pursuant to which the Contractor provides Vehicle Lifts and Related Garage Equipment as described in the Master Contract; and

WHEREAS, the Commonwealth desires to participate in the Master Contract as an additional contracting party to procure Vehicle Lifts and Related Garage Equipment from the Contractor under the Master Contract; and

WHEREAS, DGS is authorized under Sections 1902 and 1908 of the Commonwealth Procurement Code, 62 Pa. C. S. §§ 1902 and 1908, to undertake and make this type of contractual arrangement on behalf of the Commonwealth.

NOW, THEREFORE, intending to be legally bound hereby, DGS and the Contractor agree as follows:

I. DEFINITIONS

- (a) **Commonwealth agency.** The term, as defined in 62 Pa. C. S. § 103, means an "executive agency, an independent agency or a State-affiliated agency."
- (b) **Commonwealth Procurement Code:** Title 62 Pa. C. S. §§ 101—2311.
- (c) **Contracting officer.** The term, as defined in 62 Pa. C. S. § 103, means a "person authorized to enter into and administer contracts and make written determinations with respect to contracts."
- (d) **Days.** Unless specifically indicated otherwise, days mean Commonwealth business days.
- (e) **Effective date.** The date of the final required Commonwealth approval.

- (f) **Local public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means:

[a] political subdivision, public authority, tax exempt, nonprofit educational or public health institution or organization, nonprofit fire company, nonprofit rescue company, nonprofit ambulance company and, to the extent provided by law, any other entity, including a council of governments or an area government, which expends public funds for the procurement of supplies, services and construction.

- (g) **Master Contract.** Contract No. 06405 entered into by Washington and the Contractor, and all other documents attached to, linked to or incorporated by reference in that Contract as found on the www.ga.wa.gov/purchase website.

- (h) **Public procurement unit.** The term, as defined in 62 Pa. C. S. § 1901, means a "local public procurement unit or purchasing agency."

- (i) **State-affiliated entity.** The term, as defined in 62 Pa. C. S. § 103, means:

A Commonwealth authority or a Commonwealth entity. The term includes the Pennsylvania Turnpike Commission, the Pennsylvania Housing Finance Agency, the Pennsylvania Municipal Retirement System, the Pennsylvania Infrastructure Investment Authority, the State Public School Building Authority, the Pennsylvania Higher Educational Facilities Authority and the State System of Higher Education. The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, political subdivision or any local, regional or metropolitan transportation authority.

2. **CONTRACT INTEGRATION.**

- (a) **Master Contract.** DGS and the Contractor agree to be bound by the terms and conditions as stated in the Master Contract, which is made a part of this Addendum and incorporated by reference.
- (b) **Additional requirements.** DGS and the Contractor agree to be bound to the additional requirements stated in this Addendum.

3. ORDER OF PRECEDENCE.

To the extent that there is a conflict between the Master Contract and this Addendum, the order of precedence shall be this Addendum and then the Master Contract.

4. TERM OF ADDENDUM.

- (a) **Commencement of performance.** The Addendum Period is from the Effective Date through **March 31, 2009**. The Contractor shall not start performance until all of the following have occurred:
- (i) The Effective Date has arrived;
 - (ii) The Contractor has received a copy of the fully-executed Addendum; and
 - (iii) The Contractor has received a written Notice to Proceed or a fully executed purchase order.
- (b) **No liability for services or supplies provided.** The Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred before the issuance of a fully-executed purchase order.
- (c) **No verbal authorization.** No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Addendum before the Effective Date.
- (d) **Renewal.** DGS shall have the option of renewing this Addendum for successive one-year terms, provided that the State of Washington first extends the Master Contract for a like time period. Any renewal shall be at the firm, fixed prices set forth in the Master Contract, except as provided for otherwise in this Addendum. This Addendum shall renew automatically unless, no later than **30 days** before the effective date of a renewal under the Master Contract, DGS notifies the Contractor of its intent not to renew this Addendum.

5. ADDENDUM PARTICIPANTS.

This Addendum may be used by all Commonwealth agencies, local public procurement units and state affiliated entities as those terms are defined in **Section 1, DEFINITIONS**, of this Addendum.

6. COSTARS PROGRAM.

Section 1902 of the Commonwealth Procurement Code, 62 Pa. C. S. § 1902 ("Section 1902"), permits local public procurement units and state-affiliated entities to participate in cooperative purchasing agreements for the procurement of supplies, services or construction. Specifically, local public procurement units and state-affiliated entities may procure from cooperative purchasing agreements entered into by DGS that are made available to local public procurement units and state-affiliated entities.

(a) COSTARS Requirements and Procedures.

- (i) **Use of Addendum by COSTARS participants.** Any local public procurement unit or state-affiliated entity electing to participate in the Addendum will order items directly from the Contractor and will be responsible for payment directly to the Contractor. All local public procurement units and state-affiliated entities are required to register with the DGS as COSTARS members for purposes of using this Addendum.
- (ii) **Standing of COSTARS participants.** Those COSTARS members issuing orders under the Addendum are intended beneficiaries under the Addendum. They are real parties in interest, with the right to sue and be sued without joining the Commonwealth of Pennsylvania, DGS, as a party to the action.
- (iii) **Required Participation.** The Contractor is required to participate in the Commonwealth's COSTARS Program and to sell the awarded items to at the same prices and/or discounts, and in accordance with the Addendum's terms and conditions, to registered COSTARS members. A list of these registered entities is available on the DGS website at:

<http://www.dgsweb.state.pa.us/COSTARSReg/Member.aspx>

- (iv) **Usage Reports on COSTARS.** The Contractor shall furnish to the DGS COSTARS Program an electronic monthly usage report, preferably in spreadsheet format, no later than the 15th of the following month. Reports shall be e-mailed to GSPACostars@state.pa.us. Each report may indicate the name and address of Contractor, contract number, and period covered by the report. The following information may be listed on the report for each order received:

(1) Item No. (If applicable)

- (2) Material Code (If applicable)
 - (3) Description.
 - (4) Quantity.
 - (5) Unit Price.
 - (6) Total Price.
 - (7) Local public procurement unit.
- (b) **Questions.** Questions regarding the COSTARS program from Contractor and/or Local Public Procurement Units should be directed to the COSTARS Program Staff at (717) 346-9009 or 1 (866) 768-7827.

7. PURCHASE ORDERS.

- (a) **General.** Commonwealth agencies may issue purchase orders against this Addendum directly with the Contractor. These purchase orders constitute the Contractor's authority to make delivery to the ordering Commonwealth agency. All purchase orders received by the Contractor up to and including the expiration date of the Addendum are acceptable and performed in accordance with the Addendum and the purchase order. Each purchase order is deemed to incorporate the terms and conditions set forth in the Addendum.
- (b) **Ink signature not necessary.** Purchase orders may not include an "ink" signature by the Commonwealth. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.
- (c) **Manner of issuance.** Purchase orders may be issued electronically or through facsimile equipment or on paper. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of a purchase order. Purchase orders received by the Contractor after 4:00 p.m. are considered received the following business day.
- (d) **Specific terms.** DGS and the Contractor specifically agree as follows:
- (i) No handwritten signature is required for a legally enforceable purchase order.
 - (ii) Upon receipt of a purchase order, the Contractor shall promptly and properly transmit an acknowledgement in return. Any

purchase order issued electronically shall not give rise to any obligation to deliver on the part of the Contractor, or any obligation to receive and pay for delivered products on the part of the Commonwealth, unless and until the Commonwealth agency transmitting the purchase order has properly received an acknowledgment. An acknowledgment is not required for purchase orders placed by local public procurement units or state-affiliated entities unless specifically requested.

- (iii) The parties agree that no writing is required in order to make a purchase order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine purchase order or acknowledgment issued electronically under the provision of a statute of frauds or any other applicable law relating to whether certain agreements are in writing and signed by the party bound thereby. Any genuine purchase order or acknowledgment issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, is admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine purchase orders or acknowledgment under either the business records exception to the hearsay rule or the best evidence rule on the basis that the purchase order or acknowledgment were not in writing or signed by the parties. A purchase order or acknowledgment is deemed genuine for all purposes if it is transmitted to the location designated for such documents.
- (iv) Each party will immediately take steps to verify any document that is obviously garbled in transmission or improperly formatted to include re-transmission of any such document.

8. INVOICES.

- (a) **Minimum invoice requirements.** Unless the Commonwealth has authorized the Contractor for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall send an invoice itemized by purchase order line item to the address referenced on the purchase order promptly after services are satisfactorily completed. The invoice should include only amounts due under the purchase order. The Contractor shall include in all of its invoices the following minimum information:

- (i) Vendor name and "Remit to" address, including SAP Vendor number;

- (ii) Bank routing information, if ACH;
 - (iii) SRM Purchase Order number;
 - (iv) Delivery address, including name of Commonwealth agency;
 - (v) Description of the supplies/services delivered in accordance with SRM Purchase Order (include purchase order line number if possible);
 - (vi) Quantity provided;
 - (vii) Unit price;
 - (viii) Price extension;
 - (ix) Total price; and
 - (x) Delivery date of supplies or services.
- (b) **Rejection of invoice.** If an invoice does not contain the minimum information set forth in this **Section 8, INVOICES**, the Commonwealth will reject the invoice as improper. If the Commonwealth rejects an invoice as improper, the time for processing a payment under **Section 9, PAYMENT**, will be suspended until the Commonwealth receives a corrected invoice. The Contractor shall not receive payment until the Contractor has submitted a corrected invoice, which the Commonwealth has received and processed.

9. PAYMENT.

- (a) **Payment date.** The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is:
- (i) The date on which payment is due under the terms of the Addendum;
 - (ii) **Thirty days** after a proper invoice actually is received at the "Bill To" address if a date on which payment is due is not specified in the Addendum (a "proper" invoice is not received until DGS accepts the supply or service as satisfactorily performed); or

(iii) The payment date specified on the invoice if later than the dates established by paragraphs a(i) and a(ii) of this Section 9, **PAYMENT.**

(b) **Delayed payment.** Payment may be delayed if the payment amount on an invoice is not based upon the prices as stated in the Addendum. If any payment is not made within 15 days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982 (72 P. S. § 1507) and regulations promulgated pursuant thereto (4 Pa. Code § 2.31—2.40). Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. DGS reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if the post payment testing or inspection discloses a defect or a failure to meet specifications.

10. **CONTRACT MANAGEMENT.**

(a) **General.** The Contractor shall assign one or more individuals as contact person(s), contact supervisor(s) and customer service representative(s) for the Addendum.

(b) **Contact person and contact supervisor.** The contact person is responsible for the coordination of all activities between all authorized users and the Contractor. The contact person, or the office represented, is responsible for coordinating orders and answering billing questions. The contact person is the central point of contact for the Contractor. If DGS, a local public procurement unit or state-affiliated entity becomes dissatisfied with the performance of the contact person, DGS, the local public procurement unit or state-affiliated entity will contact the contact supervisor. Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change its contact person or contact supervisor, the qualifications of replacement personnel must be at least equal to the replaced personnel.

(c) **Customer service representative.** The Contractor shall assign one or more individuals as customer service representative(s) for the duration of the Addendum. These individuals are responsible for providing services under the Addendum that include, but are not limited to: operational and billing problem resolution; product and technical information; and training. The Contractor will make commercially reasonable efforts to consider the concerns of DGS, the local public procurement unit or state-affiliated entity in the Contractor's decisions regarding personnel. If it becomes necessary for the Contractor to change customer service

representative, the qualifications of replacement personnel must be at least equal to the replaced personnel.

- (d) **Notification of assigned individuals.** The Contractor will provide to DGS within 10 days of execution of this Addendum the names, mailing addresses, e-mail addresses and telephone numbers of the contact person(s), contact supervisor and customer service representative(s).

11. **ADDENDUM SCOPE.**

Addendum pricing shall be firm, and is based on the prices set forth in the Master Contract.

12. **IDENTIFICATION NUMBER.**

The Contractor must have a SAP/SRM vendor number. To obtain a SAP/SRM vendor number, the Contractor must register at <https://www.pasupplierportal.state.pa.us/irj/portal/anonymous/>.

13. **NOTICE OF DELAY**

Whenever the Contractor encounters any difficulty that delays or threatens to delay the timely performance of this Addendum (including actual or potential labor disputes), the Contractor, in writing, shall immediately notify DGS, stating all relevant information with respect to the difficulty. This notice shall not constitute a basis for a delivery schedule extension; nor shall this notice be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Addendum. The Contractor's failure to provide notice under this Section 13, **NOTICE OF DELAY**, however, may be grounds for denial of any request for a delivery schedule extension because of the delay.

14. **CONTRACTING OFFICER.**

The Contracting Officer for this Addendum is:

Robin Morse
Department of General Services
Bureau of Procurement
555 Walnut Street, 6th Fl.
Harrisburg, PA 17101-1914
(717) 346-8180—(tel)
(717) 783-6241—(fax)
rmorse@state.pa.us

15. **CONTROVERSIES.**

- (a) **Request for determination.** If a controversy or claim arises from this Addendum, the Contractor, within six months after the cause of action accrues, must file a written claim with the Contracting Officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum.
- (b) **Final determination.** The Contracting Officer shall review timely filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the Contracting Officer and the Contractor. The Contracting Officer shall send a written determination to the Contractor. If the Contracting Officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The Contracting Officer's determination shall be the final order of the Commonwealth.
- (c) **Statement of claim.** The Contractor may file a statement of claim with the Commonwealth Board of Claims, within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if no extension is agreed to by the parties, whichever occurs first. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Addendum in a manner consistent with the determination of the Contracting Officer and the Commonwealth shall compensate the Contractor pursuant to the terms of this Addendum.

16. **TAXES—FEDERAL, STATE AND LOCAL.**

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and the Commonwealth will issue none: tires; trucks; gas-guzzler emergency vehicles and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Pennsylvania Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section 17, **TAXES-FEDERAL, STATE, AND LOCAL**, is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease of tangible

personal property or taxable services used or transferred in connection with the performance of a construction contract.

17. COMMONWEALTH HELD HARMLESS.

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Addendum, provided the Commonwealth gives the Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-101, *et seq.*, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG, however, in its sole discretion and under such terms as it deems appropriate, may delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of the Contractor made in the defense of such suits.
- (b) Notwithstanding subsection (a) of this Section 18, **COMMONWEALTH HELD HARMLESS**, neither party shall enter into any settlement without the other party's written consent, which shall not be withheld unreasonably. The Commonwealth, in its sole discretion, may allow the Contractor to control the defense and any related settlement negotiations.

18. CHANGE OF OWNERSHIP OR INSOLVENCY.

Except as otherwise provided in this Addendum, if the Contractor changes ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for the full remaining term of this Addendum, or continuing under the terms and conditions of this Addendum with the Contractor or its successors or assigns for a period of time as is necessary to replace the products, materials, reports, studies, or computer programs, or immediately terminating this Addendum.

19. CONTRACTOR RESPONSIBILITY PROGRAM.

- (a) The Contractor, for itself and all its subcontractors, certifies that as of the date of its execution of this Bid/Contract that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid, a written explanation of why such certification cannot be made.
- (b) The Contractor also certifies that, as of the date of its execution of this Bid/Contract, it has no tax liabilities or other Commonwealth obligations.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth, which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No. (717) 783-6472
FAX No. (717) 787-9138

20. OFFSET PROVISION.

The Contractor agrees that the Commonwealth may offset the amount of any state tax or Commonwealth liability of the Contractor or its affiliates and subsidiaries that is owed to the Commonwealth against any payments due the Contractor under this or any other contract with the Commonwealth.

21. THE AMERICANS WITH DISABILITIES ACT.

During the term of this Contract, the Contractor agrees as follows:

- (i) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101, et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Contract or from activities provided for under this Addendum. As a condition of accepting and executing this Addendum, the Contractor agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Contractors.
- (ii) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from losses, damages, expenses claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subsection (i) above.

22. SINGLE AUDIT ACT OF 1984.

In compliance with the *Single Audit Act of 1984*, the Contractor agrees to the following:

- (a) This Addendum is subject to audit by federal and state agencies or their authorized representative in accordance with the auditing standards promulgated by the Comptroller General of the United States and

specified in Government Auditing Standards, 1994 Revisions (Yellow Book).

- (b) The audit requirement of this Addendum will be satisfied if a single audit is performed under the provisions of the *Single Audit Act of 1984*, 31 U.S.C. § 7501, *et seq.*, and all rules and regulations promulgated pursuant to the Act.
- (c) The Commonwealth reserves the right for federal and state agencies or their authorized representatives to perform additional audits of a financial/compliance, economy/efficiency, or program results nature, if deemed necessary.
- (d) The Contractor further agrees to comply with requirements that may be issued by the state agency upon receipt of additional guidance received from the federal government regarding the *Single Audit Act of 1984*.

23. ENVIRONMENTAL PROTECTION.

In carrying out this Addendum, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. ___), as amended; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended.

24. NONDISCRIMINATION CLAUSE/SEXUAL HARASSMENT CLAUSE.

Each contract entered into by a governmental agency shall contain the following provisions by which the Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

- (c) Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
- (e) The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the Contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

25. **CONTRACTOR INTEGRITY PROVISIONS.**

(a) Definitions.

- (i) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to Contract with the Commonwealth.
- (ii) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the

Commonwealth shall be deemed to have consented by virtue of execution of this Contract.

(iii) Contractor means the individual or entity that has entered into this Contract with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a five percent (5%) interest.

(iv) Financial Interest means:

(1) Ownership of more than a 5% interest in any business; or

(2) Holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

(v) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

(b) The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.

(c) The Contractor shall not disclose to others any confidential information gained by virtue of this Contract.

(d) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

(e) The Contractor shall not, in connection with this or any other Contract with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.

(f) Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this Contract except as provided therein.

- (g) Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
- (h) The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- (i) The Contractor, by execution of this Contract and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- (j) The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form which refer to or concern this Contract. The Contractor shall retain such information for a period of **three (3) years** beyond the termination of the Contract unless otherwise provided by law.
- (k) For violation of any of the above provisions, the Commonwealth may terminate this and any other Contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

26. ASSIGNMENT OF RIGHTS UNDER THE ANTITRUST LAWS.

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state and federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of this Addendum; and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title, and interest in and to any claims the Contractor now has or may hereafter acquire under state and federal antitrust laws relating to the goods and services which are subject to this Addendum.

27. APPLICABLE LAW.

This Addendum shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

28. NOTICE.

Any and all notices, designations, consents, offers, acceptances or any other communication provided for in this Addendum shall be given in writing by either registered or certified mail, return receipt requested; receipted hand delivery; or by Federal Express, courier or other similar and reliable carrier and which shall be addressed to each party as set forth in this Section 31, NOTICE:

- If to DGS: Chief Procurement Officer, Bureau of Procurement, Department of General Services, 555 Walnut Street, Sixth Floor, Harrisburg, PA 17101-1914;
or
- If to the Contractor: Mohawk Resource Ltd., PO Box 110 Vrooman Ave, Mohawk Industrial Park, Amsterdam, NY 12010-0110.

29. COMMONWEALTH APPROVALS.

Once the Contractor signs this Addendum, the Contracting Officer will enter this document into the Commonwealth's SRM system to obtain the required Commonwealth approvals.

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Department of General
Entity: Services
Bureau of Procurement
By: [Signature]
Name: Chief Procurement Officer
Title: S.J. Mandel
Date: 2/17/08

Contractor:
Mohawk Resources
By: [Signature]
Name: STEVEN PERLSTEIN
Title: VP / SEC / GOV SALES
Date: 2/11/08

Lead State: Washington
WSCA Director: [Signature] 2/19/08
Procurement Agent: [Signature]
Procurement Unit Manager: [Signature]