

STATE OF NEW HAMPSHIRE  
Department of Administrative Services  
Division of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

DATE: 04/02/19

NOTICE OF CONTRACT EXTENSION

COMMODITY: AUTOMOTIVE VEHICLE LIFTS AND RELATED EQUIPMENT

CONTRACT NO.: 8002279 NIGP CODE: 075 0000

EFFECTIVE FROM: February 10, 2017 through February 10, 2018  
February 10, 2018 through February 10, 2019 1<sup>st</sup> extension  
**February 10, 2019 through February 10, 2022 2<sup>nd</sup> extension**

CONTRACTOR: Mohawk Resources, Ltd V# 306732 B001  
PO Box 110 / Vrooman Ave  
Amsterdam NY 12010-0110

CONTACTS: Steven Perlstein  
Telephone: 800-833-2006  
Telephone: 518-842-1431 Ext. 24  
Facsimile: 518-842-1289 Email: [sperlstein@mohawklifts.com](mailto:sperlstein@mohawklifts.com)

TERMS: Net/30 Days from date of invoice

DELIVERY TERMS: F.O.B. Destination to any location within the State of NH

MINIMUM ORDER: No Minimum Order.

INVOICING: Invoicing shall be done on the basis of each order completed

ORDERING: Orders over \$1,000.00 must enter a requisition in NHFirst for the Bureau of Purchase & Property to release purchase order. Contractor's quote must be attached to requisition. Agency must enter contract number in the buyer's notes along with other comments/notes. Political Subdivisions: Submit orders directly to Contractor referencing State of New Hampshire contract number.

**SCOPE OF WORK:** Vehicle lifts and related garage equipment for automobile, light & heavy duty trucks and transit. The general products types included in this contract are: two-post lifts, four-posts lifts, mobile column lifts, parallelogram lifts, scissor lists, in-ground lifts and related equipment.

**Contract Pricing:** Mohawk Product Line  
SEE ATTACHED PRICE SCHEDULE

**\*Second Tier Pricing/Volume Pricing**

2 post models: A-7, System I, LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6 Lifts 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 Contractor's 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

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

Questions: Alan Hofmann, Purchasing Manager  
Phone: 603-271-2550  
E-Mail: alan.hofmann@das.nh.gov

## EXHIBIT A

### **SCOPE OF WORK:**

Vehicle lifts and related garage equipment for automobile, light & heavy duty trucks and transit. The general products types included in this contract are: two-post lifts, four-posts lifts, mobile column lifts, parallelogram lifts, scissor lists, in-ground lifts and related equipment. Vehicle Lifts will be delivered to purchasers' installation location or installed at the option of the purchaser.

All equipment is ALL certified equipment and/or revised for consistency with ANSI/ALI ALCTV certification and naming conventioned equipment allowed under this agreement.

Certified technicians only to install and service equipment. Standard Warrantee applies as well as inspection, equipment and delivery as indicated below.

This Contract has the following benefits:

- Product Selection: an array of certified lifts from qualified manufacturers from which to select. This allows the flexibility to select, for safety and production purposes, the most appropriate lift for their intended use.
- Best manufacturer price plus 2<sup>nd</sup> 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.

### **CONFIDENTIALITY & CRIMINAL RECORD**

If applicable by the using agency, the Contractor and their employees may be required to sign and submit a **CONFIDENTIAL NATURE OF DEPARTMENT RECORDS FORM**, and a **CRIMINAL AUTHORIZATION RECORDS FORM**. Forms to be provided by the using agency, if applicable, prior to any work being done.

**Manufacturer Direct:** The Contractor shall be that manufacturer named on lift certification documents.

**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.

### **CERTIFICATE OF INSURANCE:**

Prior to the installation, the Contractor shall be required to submit proof of Comprehensive General Liability prior to performing any services for the State. The coverage shall have appropriate riders against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include automobile liability and State of New Hampshire workers' compensation as defined by the State.

### **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.

**STATE OF NEW HAMPSHIRE VEHICLE LIFT SPECIFICATION**

1) Warranty: The Warranty shall be the manufacturer's standard warranty. The Contractor 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.

**REPORTS:** The Contractor shall submit quarterly reports to the Lead State contract administrator, and to the State of New Hampshire Purchasing Office, Alan Hofmann or his successor.

**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 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup>.)

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

**DELIVERY:** The prices shall be the delivered price to the 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 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.

**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.

**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.

**ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**Mohawk and Hunter Contract pricing see:** <http://www.mohawklifts.com/gov/>. A requirement of this contract will be the availability of list pricing and product information on the web.

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.

#### **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.

All pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State of New Hampshire. 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.

#### **PAYMENT:**

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <http://www.nh.gov/Treasury/Divisions/DocsForms/Tforms.htm?inc=P>.** Eligible participants shall negotiate their own payment methods with awarded vendor.

#### **INVOICING:**

Invoicing shall be done to the Agency Remit Account on the basis of each order completed. Invoices shall clearly indicate the quantity, description, packaging, date delivered, and contract price. Invoicing for eligible participants shall be in accordance with their individual requirements.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work in accordance with specifications.