

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: 3/16/16

NOTICE OF CONTRACT

COMMODITY: AUTOMOTIVE, VEHICLE LIFTS AND RELATED EQUIPMENT

CONTRACT NO.: 8000732

NIGP CODE: 075 4400

CONTRACTOR: Mohawk Resources, Ltd V# 164474 B001  
PO Box 110 / Vrooman Ave  
Amsterdam NY 12010-0110

CONTACTS: Steven Perlstein Tel. 518-842-1431 Xtn 15  
Fax. 518-842-1289 Email: [sperlstein@mohawklifts.com](mailto:sperlstein@mohawklifts.com)

EFFECTIVE FROM: April 12, 2015 through December 31, 2016

TERMS: Net/30 Days from date of invoice or delivery, whichever is later

DELIVERY TERMS F.O.B. Destination to any location within the State of NH – see below

MINIMUM ORDER: No Minimum Order.

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

BALANCE OF PRODUCT LINE: The items shall include the items most commonly purchased by State of New Hampshire and will be used for award purposes. During the term of contract, the state may purchase other varieties of the successful bidder's Balance of Product Line.

ORDERING: An Agency must enter a requisition in NHFirst for Purchasing & Property to release purchase order. Vendor's quote must be attached to requisition. Agency must enter contract number in "Inter Department" 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

Pricing is 15.59% Discount off current Manufacturer's Published List Price.

**\*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: 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/>

Questions: Alan Hofmann, Purchasing Manager  
Phone: 603-271-2550  
E-Mail: [alan.hofmann@nh.gov](mailto:alan.hofmann@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 successful vendor 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.

**Manufacture 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.

### **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 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.

**REPORTS:** The contractor shall submit quarterly reports to the Lead State contract administrator, and to the State of New Hampshire Purchasing Office, Loretta Head or her successor indicated in 1.9 & 1.10 of the front page of the P-37 and Notice of Contract, showing the quantities and dollar volume of purchases by each Purchasing Entity.

### **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 offered 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 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.

**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.

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

**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:** 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.

#### **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 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.

**SAMPLES:** Generally, when required, samples will be specifically requested in the solicitation. Samples, when required, are to 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.

**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, and/or inspection approved, whichever is later.

**INVOICE**

Itemized invoices must include the following:

Date work was done  
Brief description of work done  
Cost of job as provided.  
Location of work

Itemized invoices shall be submitted in duplicate after the delivery of job/services to the individual agency that work was performed. Each agency will make payment through the normal state payment process, which is up to 30 days following the receipt of an approved invoice.

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

The payment shall be sent to the address listed in 1.4 of the P-37 Form