

State of Washington

Current Contract Information

Revised: May 18, 2009

Effective: May 20, 2009

Contract Number:	06405 (New Contract)	Commodity Code:	00239
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:	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 "Second Tier Pricing/Volume Pricing" – page 2.		
Original Award Date:	WSCA approval 4/13/06		
Current Award Period:	04/01/08	Through:	03/31/11
Previous Terms:	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: 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. 		
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) of Alaska, Arkansas (<i>Mohawk only</i>), Arizona, Foothill Transit of West Covina-California (<i>Stertil-Koni only</i>), California (<i>Mohawk & ARI-Hetra only</i>), Colorado (<i>Mohawk only</i>), Delaware (<i>Mohawk only</i>), Florida, Idaho, Pace Suburban Bus-Illinois (<i>Stertil-Koni only</i>), Iowa (<i>Mohawk only</i>), Maine (<i>Mohawk only</i>), Michigan (<i>Mohawk only</i>), Minnesota, Mississippi (<i>Mohawk Only</i>), Missouri, Montana, Nevada (<i>ARI-HETRA and Stertil-Koni only</i>), New York, Oklahoma (<i>Mohawk Only</i>), Oregon (<i>Mohawk only for State Agencies, all vendors for DASCPP/ORCPP Oregon Cooperative Purchasing Program Members</i>), Pennsylvania, Rhode Island, South Dakota, Utah,		

Washington State Department of General Administration
Office of State Procurement, PO Box 41017, Olympia, WA 98504-1017

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	Washington, West Virginia (<i>Mohawk only</i>), Wisconsin and Wyoming (<i>Mohawk only</i>). 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:	<p>PRICING METHOD AND ADJUSTMENTS</p> <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><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:	\$ 4,408,869.73/ 2 years			
Current Participation:	\$0.00 MBE	\$0.00 WBE	\$4,408,869.00 OTHER	\$0.00 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:	Kathie Collins
Phone Number:	(360) 902-7428
Fax Number:	(360) 586-2426
E-mail:	kcollin@ga.wa.gov

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

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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 OSP 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 OSP (as Amended).

CONTRACT ACTION HISTORY:

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 (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 "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, 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.

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	<p>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), 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"> 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)

	<p>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 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.

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- 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.

Temporary additional 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 through 8/18/09.

***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: Ray Pedrick	Joe Mulone
	Phone: (518) 842-1431 Ext. 15	(518) 842-1431 Ext. 25
	Fax: (518) 842-1289	(518) 842-1289
	E-mail: rpedrick@mohawklifts.com	jmulone@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, 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 Mohawk Resources, Ltd

Placement PO Box 110, Vrooman Ave

Address: Mohawk Industrial Park

Amsterdam NY 12010-0110

Credit Card Visa, MasterCard

Acceptance:

Minimum Orders: None

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

8-12 weeks After Receipt of Order (ARO) for "built to order" equipment.

Payment Terms: Net 30 Days

Shipping Freight on Board (FOB) Destination

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 Jim Havlinek and Paul Jones
Sales/Service Shop Equipment Co.
Representatives: 7340 SW Bonita Rd.
Tigard OR 97224
(503) 620-2794
Jim Havlinek email: secoinc@teleport.com
Paul Jones email: secoinc2@teleport.com

Randy Anglin
Anglin Enterprises, Inc.
38115 252nd Ave SE
Enumclaw WA 98022-6839
(206) 226-6815
Randy Anglin email: r_anglin@foxinternet.com

Eli Olson
c/o Olson Shop Equipment
1580 Ohio Street
Rock Island WA 98850
(509) 699-9905
Eli Olson email:
olsonshopequipment@yahoo.com

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

*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.
 - 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

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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 General Administration'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 Office of State Procurement:

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.

EXHIBIT "B" PARTICIPATING ADDENDUM

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

A. Scope

(Replace these instructions with a brief description of the jurisdiction of the governmental entity signing this addendum. For example, the jurisdiction of a state may include all state agencies, universities, public schools and political subdivisions of the state. The jurisdiction of a political subdivision such as a county generally includes all governmental entities within the county.)

B. Changes

(Replace this with specific changes or a statement that no changes are required.)

C. Primary Contact

The primary government contact individual for this participating addendum is as follows:

Name

Address

Telephone

Fax

E-mail

D. Subcontractors

The following subcontractor(s) are authorized to perform services.

(Insert subcontractor name(s) or the word "NONE")

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 Entity: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Contractor: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Lead State: Washington

Name: _____

Signature: _____

Title: Procurement Unit Manager,
Office of State Procurement - Washington

Date: _____

**PERFORMANCE REPORT FOR
PURCHASING & CONTRACT ADMINISTRATION**

To OSP 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 Office of State Procurement 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.: Document1 Title: _____

Contract Title: _____ Date: _____

Phone: _____

=====

Send to:

**Purchasing Unit Manager
Office of State Procurement
PO Box 41017
Olympia, Washington 98504-1017**

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"/> Contract item quality lower than required.
<input type="checkbox"/> Other: | <input type="checkbox"/> Damaged goods delivered
<input type="checkbox"/> Item delivered does not meet P.O./contract specifications |
|---|--|

SUPPLIER/CONTRACTOR PERFORMANCE

- | | |
|--|--|
| <input type="checkbox"/> Late delivery
<input type="checkbox"/> Incorrect invoice pricing.
<input type="checkbox"/> Other: | <input type="checkbox"/> Slow response to problems and problem resolution
<input type="checkbox"/> Superior performance |
|--|--|

CONTRACT PROVISIONS

- | | |
|---|---|
| <input type="checkbox"/> Terms and conditions inadequate
<input type="checkbox"/> Specifications need to be revised
<input type="checkbox"/> Other: | <input type="checkbox"/> Additional items or services are required.
<input type="checkbox"/> Minimum order too high. |
|---|---|

Briefly describe situation: _____

Agency Name:		Delivery Location:	
Prepared By:	Phone Number:	Date:	Supervisor:
Address:	Email:		

Send To:

**KATHIE COLLINS
CONTRACT ADMINISTRATOR
OFFICE OF STATE PROCUREMENT
PO BOX 41017
OLYMPIA WA 98504-1017**