

**VEHICLE LIFTS AND GARAGE
ASSOCIATED EQUIPMENT**

Led by the State of Louisiana

Master Agreement #: **CW7258**

Participating Agreement # **N-2023-VEH-0001**

Contractor: **Mohawk Lifts, LLC**

Participating Entity: **STATE OF ALASKA**

The following products or services are included in this contract portfolio:

- Vehicle Lifts and Shop Equipment for light- and heavy-duty vehicles
- Garage Associated

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the ***Vehicle Lifts and Garage Associated Equipment*** led by the State of Louisiana for use by state agencies and other entities located in the State of Alaska, authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this PA, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this PA. Contractor reserves the right to terminate a Purchasing Entity's ability to purchase under this PA if at any time it is determined that Purchasing Entity is not eligible to purchase under this PA.
3. Term: This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

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4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Steve Perlstein
Address:	65 Vrooman Ave, Amsterdam, NY 12010
Telephone:	800-833-2006 Ext. 2400
Email:	sperlstein@mohawklifts.com

Participating Entity

Name:	Ian Martin
Address:	333 Willoughby Avenue, Suite 801, Juneau, AK 99801
Telephone:	907-465-5682
Email:	ian.martin@alaska.gov

5. Participating Entity Modifications and Additions to the Master Agreement

This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, **subject to the following limitations, modifications, and additions:**

- 1) **Required Reports:** Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

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- 2) **Administrative Fee:** Effective upon final signature, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

(a) Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.

(b) Administrative fee checks shall be submitted to:

State of Alaska
Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214

(c) The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.

(d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.

(e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31
State Fiscal Quarter 3 (Jan 1 - Mar 31):	Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Jul 31

(f) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

- 3) **Freight Terms:** The Contractor pays freight costs to the port of Seattle and this cost must be included in the Contract Price offered to the Participating Entity. The Purchasing Entity pays actual freight costs from such port to the final destination. The Contractor must include a freight cost invoice from the carrier for this cost to be submitted. This cost must be listed on the contractor's invoice as a separate line item. Contractor owns goods in transit to the final destination and is responsible for filing claims (if any).

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- 4) **Non-Appropriation of Funds:** The Contractor acknowledges that the Purchasing Entity cannot contract for the payment of funds not yet appropriated. If funding is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided for a subsequent fiscal year, the Purchasing Entity may terminate this contract or proportionately reduce the services and purchase obligations from the State at the end of the then current fiscal year upon thirty (30) days written notice. In the case that funds are not appropriated for a subsequent fiscal year or are reduced for a subsequent fiscal year, the Purchasing Entity will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the Purchasing Entity will not be liable for any future commitments, penalties, or liquidated damages.

Any limitations, modifications, or additions specified herein apply only to the agreement and relationship between Participating Entity and Contractor and shall not amend or affect other participating addendums or the Master Agreement itself.

6. **Lease Agreements:** ***“Reserved”***

7. **Subcontractors:** All contractors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
8. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
9. **Prompt Payment Discount:** For deliveries within the Anchorage, Fairbanks, and Juneau areas, all ordering agencies are eligible to receive a 5% discount for all invoices paid within 10 business days from the date of receipt of the commodities, services, and/or a correct invoice, whichever is later. The Anchorage, Fairbanks, and Juneau areas are defined as within respective city/borough limits and all surrounding communities that are accessible by roadway and within a 50-mile radius of city/borough limits. For deliveries outside these areas, the discount shall apply for invoices paid within 10 days of date of shipment from Seattle, WA.

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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Alaska	Contractor: Mohawk Lifts, LLC
Signature: 	Signature: 
Name: Ian Martin	Name: Steve Perlstein
Title: Contracting Officer	Title: President
Date: 5/23/2023	Date: 5/23/2023

[Additional signatures may be added if required by the Participating Entity]

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Portfolio Manager:	Joel E. Atkinson
Telephone:	850-848-1250
Email:	jatkinson@naspo.org

***[Please email fully executed PDF copy of this
document to***

PA@naspovaluepoint.org

***to support documentation of participation and posting
in appropriate data bases.]***