

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-23-99-48-01
VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT
Louisiana NASPO ValuePoint Master Agreement Number CW7258
Mohawk Lifts, LLC (Contractor)

This Participating Addendum Number 7-23-99-48-01 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Mohawk Lifts, LLC (hereafter referred to as “Contractor”) under the lead state of Louisiana NASPO ValuePoint Master Agreement Number CW7258.

1. SCOPE

- A. This Participating Addendum covers the purchase of products and services under the Louisiana NASPO ValuePoint Master Agreement. The Louisiana NASPO ValuePoint Master Agreement is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Louisiana NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end March 31, 2028, or upon termination by the State, whichever occurs first.
- B. Lead state amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be up to 120 days after the current Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions (GSPD401Non-IT Commodities) effective 6/21/2022

- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

- 1) California Participating Addendum Number 7-23-99-48-01
- 2) Louisiana NASPO ValuePoint Master Agreement Number CW7258

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Louisiana NASPO ValuePoint Master Agreement Number CW7258 are allowed under this Participating Addendum:

- 1) Vehicle Lifts
- 2) Garage Associated Equipment

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. The following restrictions apply to state agency purchases under this Participating Addendum.

- 1) Equipment Leasing and Rental
 - a. State agencies must use Golden State Financial Marketplace ([GS \\$Mart](#)) or [Lease \\$Mart](#) for equipment leasing and rental.

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by state agencies without an exemption. State agencies are responsible for obtaining a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

- C. Services that fall within the definition of “public works” as defined in Public Contract Code section 1101 and Labor Code section 1720 are disallowed under

this Participating Addendum and must be procured by alternate means. This restriction is not applicable to local governments.

7. PRICING

- A. Contractor's approved NASPO ValuePoint Price List identifies product and services pricing.
- B. Pricing shall not be adjusted to include State administration fees.
- C. Contractor is responsible for providing the State Contract Administrator any revisions to Contractor's NASPO ValuePoint Price List approved by the lead state in writing.
- D. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement unless approved by the lead state of Louisiana.
- E. Approved NASPO ValuePoint Price List will be posted on the NASPO ValuePoint website.

8. AUTHORIZED RESELLERS

Authorized Resellers will not be used for this Participating Addendum.

9. SUBCONTRACTORS

- A. Nothing contained in this Participating Addendum or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on the Bidder Declaration (GSPD-05-105) provided to ordering agencies at the time an order is quoted.
- C. As the prime Contractor, Contractor is responsible for reports and fees required by the terms and conditions of the NASPO ValuePoint Master Agreement and Participating Addendum.

- D. Any subcontract in excess of \$25,000, entered into as a result of this Participating Addendum, shall contain all the provisions stipulated in this Participating Addendum to be applicable to subcontractors.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-23-99-48-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Postconsumer Recycled-Content Certification form](https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/) (<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur within 120 days after receipt of order, or as negotiated between ordering agency and Contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.
- B. Deliveries within the contiguous United States will be Free On Board (F.O.B.) Destination, freight prepaid, with all transportation and handling charges paid by the Contractor to the ordering agency's receiving point. All deliveries to Alaska, Hawaii, US territories, or other offshore agencies shall be F.O.B., freight pre-paid to the nearest port of embarkation.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with Non-IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The Participating Addendum Number and ordering agency purchase order

number shall appear on each invoice for all purchases placed under this Participating Addendum.

- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The State Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Participating Addendum.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five (5) business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the quarterly reporting period less freight, taxes, returned products and credits. (For example, if the net sales for the reporting quarter totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)

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- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

- G. Administrative fee payments are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this Participating Addendum.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Steve Perlstein
Phone:	(518) 842-1431 x2400
Fax:	N/A
Email:	sperlstein@mohawklifts.com

Contractor	Contract Manager
Address:	Mohawk Lifts, LLC Attn: Steve Perlstein 65 Vrooman Avenue Amsterdam, NY 12010

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	(279) 946-8226
Email:	maureen.seiferling@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

21. AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing this Participating Addendum, Contractor agrees to offer the same products/services available on the Louisiana NASPO ValuePoint Master Agreement Number CW7258, at prices equal to or lower than the prices on that agreement.

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

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie

Matthews

Digitally signed by
Julie Matthews
Date: 2023.07.11
10:55:03 -07'00'

7/11/2023

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street

West Sacramento, CA 95605

Address

CONTRACTOR

Mohawk Lifts, LLC

Contractor Name

Steve

Perlstein

Digitally signed by
Steve Perlstein
Date: 2023.07.10
08:18:39 -04'00'

07/10/2023

Authorized Signature

Date Signed

Steve Perlstein, President/CFO

Printed Name/Title of Person Signing

65 Vrooman Avenue

Amsterdam, NY 12010

Address

Attachment A

Usage Report (Template Key)

Contract Number: 7-23-99-48-01 Contractor: MORAN LPA, LLC Reporting Period: Q3 YYYY Report Value: \$1,757.51 Administrative Fee: \$21.97												
Column Number	Column A	Column B	Column C	Column D	Column E	Column F	Column G	Column H	Column J	Column K	Column L	Column M
Column Name	Ordering Agency Name	State / Local Speed	Purchase Order / Service Contract Number	Order Date	Category / Group Vehicle Lifts / Garage Associated Equipment (GAE)	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid
Description	State Agency or Local Government name as described on the purchase document.	Identify ordering agency as a "State" or "Local" government entity as applicable	Ordering agency's unique purchase order or service contract number associated with item(s) purchased.	Date the ordering agency placed the order.	Category/Group for each line item (commodity/service that includes Contractor's respective percent discount off MSRP: Vehicle Lifts OR Garage Associated Equipment (GAE)) This identifier should match the identifier provided in the Contractor's specific Control Set.	Manufacturer's unique identifier for the line item.	Information about commodity/service purchased. Narrative should be descriptive enough to identify commodity with the Category Group Identifier stated in Column E.	Packaging unit descriptor (i.e. each box, dozen, case, etc., pallets, etc.)	Quantity purchased for each line item. All returned items are reported as negative number.	As independently verified public price (MSRP) available to the general public. When providing usage reports, the information should reflect list prices at time of order.	This is the price paid for given line item.	Total Price (Quantity x Contract Unit Price) (Column J x Column L)
Format	Text	Text	Variable Characters	Date	Variable Characters	Variable Characters	Variable Characters	Variable Characters	Number	Currency	Currency	Currency
Example	Department of General Services	State	:2832820	04/17/2023	6.2.1	ISN3G4	Application Services	EA	1	\$55.00	\$48.96	\$48.96
Example	Department of Corrections & Rehabilitation	State	:2832820	04/30/2023	6.3.1	Annual Maintenance	3-year Maintenance	EA	1	\$300	\$270.00	\$810.00
Example	High School District #14	Local	:2832820	09/07/2023	6.3.1	IS330A1 + SP10	1-year Maintenance	EA	1	\$48.00	\$24.96	\$564.96

ATTACHMENT A
Usage Report: Vehicle Lifts and Garage Associated Equipment

Contract Number:	7-23-99-48-01
Contractor:	Mohawk Lifts, LLC
Reporting Period:	QX YYYY
Report Value:	
Administrative Fee:	
Administrative %:	1.25%

Ordering Agency Name	State / Local Spnd	Purchase Order / Service Contract Number	Order Date	Category / Group	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List price/ Misp	Contract Unit Price	Extended Contract Price Paid
												0.00
												0.00
												0.00
												0.00
												0.00
												0.00