

**Participating Addendum Number CMA 0212 LIFTMV25 for
Motor Vehicle Lifts, Garage, and Fleet Maintenance Equipment**

Between **THE STATE OF WEST VIRGINIA** and
Mohawk Lifts LLC

**Contract Number: CMA 0212 LIFTMV25
for
Motor Vehicle Lifts, Garage, and Fleet Maintenance Equipment
between
The STATE of WEST VIRGINIA (Sourcewell Acct.# 4169)
and
Mohawk Lifts LLC**

This Participating Addendum is entered into by The STATE OF WEST VIRGINIA (“Participating Entity”) and the following Contractor (each a “Party” and collectively the “Parties”) for the purpose of participating in SOURCEWELL Master Agreement Number 121223-MRL, executed by Contractor and Sourcewell.

Mohawk Lifts LLC (“Contractor”)
65 Vrooman Ave.
Amsterdam, NY 12010

I. PARTICIPATING ADDENDUM CONTACTS:

Contractor’s contact for this Participating Addendum is:

Mohawk Lifts LLC

Steve Perlstein
CEO
sperlstein@mohawklifts.com
518-842-1431 Ext: 2400

Participating Entity’s contact for this Participating Addendum is:

West Virginia Purchasing Division

Mark Atkins
Buyer Supervisor
Mark.A.Atkins@wv.gov
304-558-2307

II. TERM. This Participating Addendum is effective as of February 15, 2025, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

III. PARTICIPATION AND USAGE. This Participating Addendum may be used by all West Virginia state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Issues of interpretation and eligibility for participation are Solely within the authority of the purchasing entity attempting to participate. If Contractor becomes aware that an entity’s use of this Participating Addendum is not authorized, Contractor will notify Sourcewell to initiate outreach to the appropriate parties.

- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities . **NOTE:** This contract does not permit the installation of products. Installation of any product will be procured separately under the Purchasing Entities delegated authority and may be subject to WV CODE § 5-22.
 - c. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners, as authorized, to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum. Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by the Participating Entity in writing to Contractor within ten (10) calendar days of the effective date and is documented thereafter via written amendment hereto. Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with Sourcewell.
- VI. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number **CMA 0212 LIFTMV25** on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to Sourcewell and Participating Entity, if applicable.
- VII. PARTICIPATING ENTITY REPORTING REQUIREMENTS:** The Contractor shall provide to the State of West Virginia's primary contact person quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

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- a. Ordering Entity;
- b. Purchase order number;
- c. Description;
- d. Quantity;
- e. Price.

These reports must be provided in Excel format and sent via email on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

VIII. PARTICIPATING ENTITY ADMINISTRATIVE FEE: The Contractor shall pay to the West Virginia Purchasing Division by check, an Administrative Fee of One (1) Percent (1.00%) no later than sixty (60) calendar days following the end of each quarter for purchases made by Purchasing Entities within the jurisdiction of the State of West Virginia.

This fee is to be included as part of the prices incorporated into this Participating Addendum and will begin on the contract start date. The Administrative Fee shall be submitted quarterly and is based on the gross amount of all sales made by Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 LIFTMV25**.

Payment shall be made by check payable to the **“WV Purchasing Division”**. The West Virginia Contract number **CMA 0212 LIFTMV25** must be included in all payments.

Remit Checks To: WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

IX. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.

X. ATTACHMENTS. This Participating Addendum includes the following attachments:

Attachment A: Participating Entity Modifications and Additions to Master Agreement Terms and Conditions.

- a. VOILD CONTRACT CLAUSES:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- b. PRIVACY, SECURITY, AND CONFIDENTIAITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- c. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignments shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- d. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results

addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

- e. **INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 Million Dollars, the vendor must submit to the Purchasing Division a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this Participating Addendum or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.
- f. **TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- g. **ISREAL BOYCOTT:** Contractor understands and agrees that pursuant to W. Va. Code §5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.
- h. **STATE/GOVERNMENT EMPLOYEES:** State employees are not permitted to utilize the Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- i. **PAYMENT METHODS:** Contractor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.) The State will not accept any P-Card transaction fees and cannot accept or pay any late payment fees, interest, or penalties.

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Attachment B: West Virginia Specific Pricing (Category Discounts):

CMA 0212 LIFTMV25

GOODS AVAILABLE UNDER THIS MASTER AGREEMENT:

Contractor has been awarded all products and services in the awarded categories below.

CATEGORY	WEST VIRGINIA DISCOUNT
1. Mohawk Lifts	16.63%
2. Hunter LD	22.81%
3. Hunter HD	11.78%
4. Gray Mfg.	10.58%
5. Westmatic	10.38%
6. (CEAS) Cutting Edge Automotive Solutions	17.29%
7. Legacy	11.78%
8. Worky	11.78%
9. Liftpoint	9.77%
10. Miller	20.28%

Products and Services are available to Authorized Purchasers.

Addition or Deletion of Items or Services. Sourcewell reserves the right to add new and similar items, by issuing a contract modification, to this contract with the consent of the Contractor. Until such time as the Contractor receives a modification, the Contractor shall not accept delivery orders from any Participating Entity referencing such items or services.

Return Policy:

Product can be returned for up to one (1) year from date of invoice if product is in its original packaging, unused, unexpired, undamaged, and in resalable condition, except as noted below.

Proof of Purchase is required in all instances.

XI. NOTICE. Any notice required herein shall be sent to the following:

For Contractor:

Mohawk Lifts LLC

Steve Perlstein
CEO
sperlstein@mohawklifts.com
518-842-1431 Ext: 2400

For Participating Entity:

West Virginia Purchasing Division

Mark Atkins
Buyer Supervisor
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SIGNATURE

The undersigned for each Party represent and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum’s terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.


IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:

PARTICIPATING ENTITY:

Mohawk Lifts LLC

West Virginia Purchasing Division



Signature

Signature

Steve Perlstein

Printed Name

Samantha Willis

Printed Name

Chief Executive Officer

Title

Director & General Counsel

Title

02/06/2025

Date

Date