

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Washington

Master Agreement #: **05316**

Contractor: **MOHAWK RESOURCES LTD**

Participating Entity: **STATE OF MAINE**

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

- VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Vehicle Lifts and Garage Associated Equipment led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Maine. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Steve Perlstein
Address:	PO Box 110, Amsterdam, NY 12010
Telephone:	(518) 842-1431 ext. 24
Fax:	
Email:	sperlstein@mohawklifts.com

Participating Entity

Name:	Terry DeMerchant
Address:	9 State House Station, Augusta ME 04333-0009
Telephone:	207-624-7334
Fax:	207-287-6578
Email:	Terry.L.DeMerchant@maine.gov

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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

- i. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows.
- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation, unless related to a bona fide occupational qualification. The Contractor shall take affirmative action to ensure that applicants are employed and employees are treated during their employment, without regard to their race, color, religion, sex, age, national origin, physical or mental disability, or sexual orientation.
- Such action shall include, but not be limited to, the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age, physical or mental disability, or sexual orientation.
- C. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performances of his contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
- D. The Contractor will cause the foregoing provisions to be inserted in all contracts for any work covered by this agreement so that such provisions will be binding upon each subcontractor.
- E. Contractors and subcontractors with contracts in excess of \$50,000 will also pursue in good faith affirmative action programs.
- ii. **GOVERNING LAW** This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.



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iii. **STATE HELD HARMLESS** The contractor shall release, protect, indemnify and hold WSCA-NASPO and the respective states and their officers, agencies, employees, harmless from and against any damage, cost or liability, including reasonable attorney's fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, his employees or subcontractors or volunteers.

NON-APPROPRIATION Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement

5. **Lease Agreements:** Not applicable to Maine
6. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Maine 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.
7. **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.

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

Participating Entity: State of Maine	Contractor: Mohawk Resources Ltd
Signature: 	Signature: 
Name: Kevin Scheirer	Name: Steve Perlstein
Title: Director of the Division of Purchases	Title: President
Date: 3/10/17	Date: 3/7/17

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

NASPO ValuePoint

PARTICIPATING ADDENDUM



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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:

Ted Fosket

Telephone:

907 723-3360

Email:

tfosket@naspovaluepoint.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.***

Division of Purchases' Participating Addendum Authorization Form

Form Instructions: This form must accompany contracts being proposed for approval that are the result of participation (a.k.a. "piggybacking") under pre-existing, competitively awarded contracts. Pre-existing contracts can be in the form of multi-state cooperative agreements, or contracts that were competitively awarded by individual states or public entities. The information requested below should explain the general departmental need for the contracted service or commodity, describe the process undertaken to identify existing contracts, and explain the method of achieving the best contract in terms of price and quality of service/commodity.

The following information should refer to the State of Maine's anticipated Participating Addendum:			
Contract Administrator:	Terry DeMerchant	Office/Division/Program:	Division of Purchases
Agreement Amount: \$	To be determined in the use of the MA	CT or MA Number:	MA 18P
Contract Start Date:	2/10/2017	Contract End Date:	2/9/2019
Vendor's Business Name:	Mohawk Resources Ltd	State of Maine VC Number for Vendor:	VS0000002432
Vendor's Contact Name, Physical Address, Email Address, and Phone Number	Mohawk Resources Ltd PO Box 110 Amsterdam, NY 12010-0110 Tel : 518-842-1431 Email: sperlstein@mohawklifts.com		
Type of Service/Commodity or Project Name:	VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT		
The following information should refer to the pre-existing contract held by another state or entity:			
Name of Entity that released the original RFP (e.g. NASPO, or State and Dept.):	State of Washington	Entity Contact Name, Email Address, and Phone Number:	Phillip Saunders Tel: 360-407-7962 Email: Phillip.Saunders@des.wa.gov
Original RFP Name and Number:	Bid# 05316 Vehicle Lifts and Garage Associated Equipment	Pre-existing Contract Name and Number (resulting from RFP):	MA 18P 08082200000000000032
Contract Start Date:	6/2/08	Contract End Date:	12/31/16

1. What is the departmental need for this service or commodity?	
Agency statewide use for Vehicle Lifts and Garage Associated Equipment	
2. How was the pre-existing contract identified?	
Naspo ValuePoint Contract	
3. Were multiple pre-existing contracts available? If so, how was the selected contract determined to be the best value to the State of Maine?	
There are currently 6 contractors as the result of the State of Washington's RFP. The State of Maine reserves the right to enter into contracts with any of the 6 contractors.	
Signature:	
Date:	