
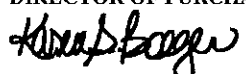




## NOTICE OF AWARD

State Of Missouri  
Office Of Administration  
Division Of Purchasing  
PO Box 809  
Jefferson City, MO 65102-0809  
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC180160005	CONTRACT TITLE Vehicle Lifts and Garage Associated Equipment
AMENDMENT NUMBER N/A	CONTRACT PERIOD July 18, 2017 through February 10, 2019
REQUISITION/REQUEST NUMBER N/A	SAM II VENDOR NUMBER/MissouriBUYS SYSTEM ID 9005013470 1 / MB00112405
CONTRACTOR NAME AND ADDRESS Vehicle Service Group LLC 2700 Lanier Dr. Madison, IN 47250	STATE AGENCY'S NAME AND ADDRESS Various Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS:  In accordance with section 34.046, RSMo, contract CC180160005 between the State of Missouri and Vehicle Service Group LLC is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER Teri Schulte	BUYER CONTACT INFORMATION Email: <a href="mailto:teri.schulte@oa.mo.gov">teri.schulte@oa.mo.gov</a> Phone: (573) 522- 3296 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 8-18-17
DIRECTOR OF PURCHASING  Karen S. Boeger	



STATE OF MISSOURI  
OFFICE OF ADMINISTRATION  
DIVISION OF PURCHASING (PURCHASING)  
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC180160005  
REQ NO.: N/A – Statewide  
TITLE: Vehicle Lifts and Garage Associated Equipment

BUYER: Teri Schulte  
PHONE NO.: (573) 522-3296  
E-MAIL: [teri.schulte@oa.mo.gov](mailto:teri.schulte@oa.mo.gov)

TO: Vehicle Service Group, LLC  
2700 Lanier Drive  
Madison, IN 47250

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR MAIL/COURIER:

SCAN AND E-MAIL TO:	<a href="mailto:teri.schulte@oa.mo.gov">teri.schulte@oa.mo.gov</a>
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

VARIOUS AGENCIES THROUGHOUT THE  
STATE OF MISSOURI

The Contractor hereby agrees to provide the services and/or supplies described in the attached NASPO ValuePoint/State of Washington Master Agreement #05316 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Vehicle Service Group, LLC			
MAILING ADDRESS			
2700 Lanier Dr.			
Madison, IN 47250			
CONTACT PERSON		EMAIL ADDRESS	
Christine Bilz		<a href="mailto:bilz@rotarylif.com">bilz@rotarylif.com</a>	
PHONE NUMBER		FAX NUMBER	
800-445-5438 x5655		800-578-5438	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> X Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		August 3, 2017	
PRINTED NAME		TITLE	
Christine Bilz		Government Sales Leader	

**CONTRACT TITLE: VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

**CONTRACT PERIOD: JULY 18, 2017 THROUGH FEBRUARY 10, 2019**

Contract CC180160005 is awarded by the State of Missouri consisting of the following:

- ❖ The attached NASPO ValuePoint / State of Washington Master Agreement #05316, awarded on February 10, 2017;
- ❖ The attached Participating Addendum Master Agreement; and
- ❖ The attached Invitation for Bid #05316 issued by the State of Washington / NASPO ValuePoint on November 18, 2016.

The contractor shall provide vehicle lifts and garage associated equipment specified by the State of Missouri, including political subdivisions, and/or governmental entities in accordance with the NASPO ValuePoint / State of Washington Master Agreement #05316. All references to the State of Washington, in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Washington such as background information, statistical/factual information, etc.

The contractor shall submit invoices for vehicle lifts and garage associated equipment provided for the State of Missouri to the ordering entity.

**Federal Funds Requirement:**

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- the percentage of the total costs of the program or project which will be financed with Federal funds;
- the dollar amount of Federal funds for the project or program; and
- percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**Debarment Certification:**

The bidder certifies by signing the signature page of this original document and any addendum signature page(s) that the bidder is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The bidder should complete and return the attached certification regarding debarment, etc., **Exhibit A** with their bid. This document must be satisfactorily completed prior to award of the contract.

TAXATION DIVISION  
P O BOX 3666  
JEFFERSON CITY MO 65103-3666



*Missouri*  
DEPARTMENT OF REVENUE  
Telephone: (573) 751-9208  
Fax: (573) 322-1265  
E-mail: [taxdivision@dot.mo.gov](mailto:taxdivision@dot.mo.gov)

## VENDOR NO TAX DUE

VEHICLE SERVICE GROUP LLC  
2700 LAMAR DR  
NABISON IN 47250

DATE ISSUED: MARCH 24, 2017  
VALID THROUGH: JUNE 24, 2017

MISSOURI TAX ID NUMBER: 20559808  
FEDERAL IDENTIFICATION NUMBER: 200501347

The Missouri Department of Revenue certifies that based on the information provided the above listed vendor and its affiliates are properly registered to collect and pay sales and/or use tax in compliance with Section 34.040.7, RSMo, and has fully filed and paid all tax due, including penalties and interest, or does not owe any sales and/or use tax, according to the records of the Department as of March 24, 2017.

This statement of no sales and/or use tax due is valid for 90 days from the date of issuance. This statement does not limit the authority of the Director of Revenue to assess and/or collect liabilities under appeal or that become known to the Department as a result of audit or determination of successor liability.

DIRECTOR OF REVENUE OR DEPUTY  
STATE OF MISSOURI

BY:

*Estel Manning*

Estel Manning  
Administrator, Business Tax

PE:DU1632  
CRR:AS  
201708300300559

**Cooperative Procurement Program:**

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide vehicle lifts and garage associated equipment as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at: <http://www.moga.mo.gov/mostatutes/stathtml/06700003601.html>.) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

**Missouri Statewide Contract Quarterly Administrative Fee:**

The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products and services provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month immediately following the end of the calendar quarter, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**Missouri Statewide Contract Quarterly Administrative Fee Report:**

The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the report, unless the 15<sup>th</sup> is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment #1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

- **Mail:** Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

- Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517
- **Fax:** (573) 526-9815
- **Email:** [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

#### **Missouri Statewide Contract Quarterly Usage Report:**

The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

<b>Data Element</b>	<b>Description</b>
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15<sup>th</sup> calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment #2** which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov).

The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**EXHIBIT A****Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Vehicle Service Group, LLC.

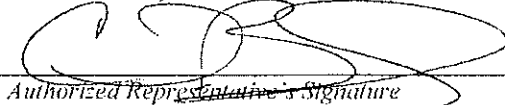
00638-2634

Company Name  
Christine Bilz

DUNS # (if known)  
Government Sales Leader

Authorized Representative's Printed Name

Authorized Representative's Title

  
Authorized Representative's Signature

August 3, 2017

Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Led by the State of Washington

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Master Agreement #: **05316**

Contractor: **VEHICLE SERVICE GROUP, LLC**

Participating Entity: **STATE OF MISSOURI**

**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 *[or State Entity]* 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 Missouri. 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:	Christine Bilz
Address:	2700 Lanier Drive, Madison, IN 47250
Telephone:	(800) 445-5438 ext. 5655
Fax:	(800) 578-5438
Email:	<a href="mailto:bilz@rotarylif.com">bilz@rotarylif.com</a>

Participating Entity

Name:	Teri Schulte
Address:	State of Missouri, Office of Administration Division of Purchasing 301 West High Street, Room 630 Jefferson City, MO 65101
Telephone:	(573) 522-3296
Fax:	(573) 526-9816
Email:	<a href="mailto:Teri.schulte@oa.mo.gov">Teri.schulte@oa.mo.gov</a>

**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Led by the State of Washington

4. Participating Entity Modifications or Additions to the Master Agreement:

For informational purposes, the contractor is requested to complete **Attachment 1** of this Participating Addendum regarding their economic impact to the State of Missouri.

5. 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: <i>State of Missouri</i>	Contractor: Vehicle Service Group, LLC.
Signature: <i>Karen S. Boeger</i>	Signature: <i>Christine Bilz</i>
Name: <i>Karen S. Boeger</i>	Name: Christine Bilz
Title: <i>Director, Div of Purchasing</i>	Title: Government Sales Leader
Date: <i>8/22/17</i>	Date: July 26, 2017

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.**

**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Led by the State of Washington

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**ATTACHMENT 1**

**MISSOURI ECONOMIC IMPACT**

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under Missouri Contract Number CC180160005 is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
- 

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CC180160005.

Vehicle Service Group, LLC/dba Rotary Lift has been in business for over 90 years and is the world leader in hydraulic light duty and heavy duty vehicle lifts and specialty tools. We feel we can help supply the market and end users with a superior and diverse selection of products that would meet or exceed the expectations of all customers to continually improve their processes and service. This contract aligns with our business in the scope of the products offered and we feel we can meet the requirements at a fair and reasonable price.

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
- 

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

Vehicle Service Group, LLC/Rotary Lift used the following method to develop the subcontracting goals:

By basing its 2017 goals on historical data and procedures that have been successful and used to target and gain relationships with potential subcontractors. Not only does the company intend to cultivate relationships between current suppliers but we promote the establishment of new suppliers by using the SBA Market Search and the US Business Administration's Procurement Marketing and Access Network. These sites have provided valuable information in the past regarding potential subcontractors with small business designations in mind. Business is awarded to Small Business Designations by using the following methods.

**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Led by the State of Washington

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\*All potential subcontractors must meet and maintain current certifications and quality requirements since Vehicle Service Group, LLC/Rotary Lift is an ISO9001 company.

\*Subcontractors must be able to provide a service or product to meet Vehicle Service Group, LLC/Rotary Lift's need for that particular service or product.

\*The potential subcontractor's location is critical when choosing a subcontractor. They must be located within a close proximity to the area of need in order to meet our production strategy to have supplies close at hand in order to keep lead times within a reasonable time frame.

\*When increasing business with a current subcontractor Vehicle Service Group, LLC./Rotary Lift has certain market and business conditions that must be met.

Vehicle Service Group, LLC./Rotary Lift identifies potential subcontractors using the following source lists and organizations:

\*Rotary Lift Authorized subcontractor list and channel partners have to meet or exceed the expectations of our customers and continually improve on their products, services and processes.

\*Professional Networking and References

\*SBA Market Search targets the small business concerns such as small disadvantaged businesses, women-owned small businesses, service-disabled veteran owned small businesses and small businesses that are located in underutilized business zones.

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:
- 
-

**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

Led by the State of Washington

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6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/purchasing/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract:

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**MASTER CONTRACT**

**No. 05316**

**VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

*For Use by Eligible Purchasers*

**By and Between**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**



**and**

**VEHICLE SERVICE GROUP, LLC**

**Dated February 10, 2017**

## **MASTER CONTRACT**

**No. 05316**

### **VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT**

This Master Contract ("Master Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services"), NASPO ValuePoint and Vehicle Service Group, LLC., a Limited Liability Company, and is dated as of February 10, 2017.

#### **RECITALS**

- A. Pursuant to Legislative direction codified in RCW chapter 39.26, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services for general use by Washington state agencies and certain other entities (eligible purchasers).
- B. On behalf of the State of Washington, Enterprise Services, as part of a competitive governmental procurement, issued Invitation For Bid No. 05316 dated November 18, 2016 regarding Vehicle Lifts and Garage Associated Equipment.
- C. Enterprise Services evaluated all responses to the Invitation For Bid and identified Contractor as an/the apparent successful bidder.
- D. Enterprise Services has determined that entering into this Master Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Master Contract is to enable eligible purchasers to purchase the goods and/or services as set forth herein.

#### **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. **TERM.** The term of this Master Contract is 2 Years (24 months), commencing February 10, 2017 and ending February 10, 2019 with the option to extend the contracts for an additional 36 months. The Master Contract is subject to earlier termination.
- 2. **NASPO VALUEPOINT PARTICIPATING ENTITIES.** States, should they so choose, may award Participating Addendums in order to access contract pricing under this Master Contract. Each state would be responsible for completing and signing a separate Participating Addendum with any of the Contractors awarded under this Master Contract.
- 3. **ELIGIBLE PURCHASERS.** This Master Contract may be utilized by any of the following types of entities in the State of Washington ("Purchaser"):
  - 3.1. **WASHINGTON STATE AGENCIES.** This Master Contract may be utilized by:
    - Washington state agencies, departments, offices, divisions, boards, and commission; and

- Any the following institutions of higher education: state universities, regional universities, state college, community colleges, and technical colleges.
- 3.2. **MCUA PARTIES.** This Master Contract also may be utilized by any of the following types of entities that have executed a Master Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts);
  - Federal governmental agencies or entities;
  - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
  - Federally-recognized Indian Tribes located in the State of Washington.

**4. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.**

- 4.1. **CONTRACT SCOPE.** Pursuant to this Master Contract, Contractor is authorized to sell only those goods and/or services set forth in *Exhibit A – Included Goods/Services* for the prices set forth in *Exhibit B – Prices and Contractor entire catalog*. Contractor shall not represent to any Purchaser under this Master Contract that Contractor has contractual authority to sell any goods and/or services beyond those set forth in *Exhibit A – Included Goods/Services*.
- 4.2. **STATE’S ABILITY TO MODIFY SCOPE OF MASTER CONTRACT.** Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the goods and/or services included in this Master Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) days advance written notice; and *Provided further*, that any such modification must be within the scope of this Master Contract.
- 4.3. **PRICE CEILING.** Although Contractor may offer lower prices to Purchasers, during the term of this Master Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in *Exhibit B – Prices for Goods/Services* (subject to economic adjustment as set forth herein).
- 4.4. **MASTER CONTRACT INFORMATION.** Enterprise Services shall maintain and provide information regarding this Master Contract, including scope and pricing, to eligible Purchasers.

**5. CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Master Contract and at the time any order is placed pursuant to this Master Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 5.1. **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that it is in good standing and qualified to do business in the State of Washington, that it possesses and shall keep current all required licenses and/or approvals, and that it is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 5.2. **SUSPENSION & DEBARMENT.** Contractor represents and warrants that neither it nor its principals or affiliates presently are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.



- 5.3. **QUALITY OF GOODS OR SERVICES.** Contractor represents and warrants that any goods and/or services sold pursuant to this Master Contract shall be merchantable, shall conform to this Master Contract and Purchaser's Purchase Order, shall be fit and safe for the intended purposes, shall be free from defects in materials and workmanship, and shall be produced and delivered in full compliance with applicable law. Contractor further represents and warrants it has clear title to the goods and that the same shall be delivered free of liens and encumbrances and that the same do not infringe any third party patent. Upon breach of warranty, Contractor will repair or replace (at no charge to Purchaser) any goods and/or services whose nonconformance is discovered and made known to the Contractor. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 5.4. **PROCUREMENT ETHICS & PROHIBITION ON GIFTS.** Contractor represents and warrants that it complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Purchasers' employees.
- 5.5. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS).** Contractor represents and warrants that it is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of its information therein is current and accurate and that throughout the term of this Master Contract, Contractor shall maintain an accurate profile in WEBS.
- 5.6. **STATEWIDE PAYEE DESK.** Contractor represents and warrants that it is registered with the Statewide Payee Desk, which registration is a condition to payment.
- 5.7. **MASTER CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT.** Contractor represents and warrants that it shall use commercially reasonable efforts both to promote and market the use of this Master Contract with eligible Purchasers and to ensure that those entities that utilize this Master Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's goods and/or services or suggesting that such goods and/or services are the best or only solution to their needs. Accordingly, Contractor represents and warrants that it shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 5.8. **MASTER CONTRACT TRANSITION.** Contractor represents and warrants that, in the event this Master Contract or a similar contract, is transitioned to another contractor (e.g., Master Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services for a period of sixty (60) days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington.

## **6. USING THE MASTER CONTRACT – PURCHASES.**

- 6.1. **ORDERING REQUIREMENTS.** Eligible Purchasers shall order goods and/or services from this Master Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but, at a minimum, including the use of a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All order documents must reference the Master Contract number. Contractors shall use secure website to complete contract purchases. The features and functions of the secure website created for use by customers under this contract shall include but shall not be limited to the following:
- Access by standard web browsers
  - Unique customer identifying log-in capabilities
  - Product information such as unit of measure, item status, price description and photos
  - Help functionality
  - Reflect current catalog/price list and contract pricing
  - Restricted to only those items that may be purchased under this contract by being identified as core items or are within the general product categories established by this contract
  - Shall not include any items that are specifically excluded from this contract
- 6.2. **DELIVERY REQUIREMENTS.** Contractor must ensure that delivery of goods and/or services will be made as required by this Master Contract, the Purchase Order used by Purchasers, or as otherwise mutually agreed in writing between the Purchaser and Contractor. The following apply to all deliveries:
- (a) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor at the time of order placement.
  - (b) Contractor shall ship all goods and/or services purchased pursuant to this Master Contract, freight charges prepaid by Contractor, F.O.B. destination, freight pre-paid Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the goods and/or services ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
  - (c) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Master Contract shall be identified by the Master Contract number set forth on the cover of this Master Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.



- 6.3. **RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES.** Goods and/or services purchased under this Master Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of goods and/or services that are not in accordance with this Master Contract and Purchaser's Purchase Order. Purchaser may charge Contractor for the cost of inspecting rejected goods. If there are any apparent defects in the goods and/or services at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any or all of the damaged goods and/or services or, at Purchaser's option, Purchaser may note any damage to the goods and/or services on the receiving report, decline acceptance, and deduct the cost of rejected goods and/or services from final payment. Payment for any goods under such Purchase Order shall not be deemed acceptance of the goods.
- 6.4. **ON SITE REQUIREMENTS.** While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, or other security requirements.

## **7. INVOICING & PAYMENT.**

- 7.1. **CONTRACTOR INVOICE.** Contractor shall submit to Purchaser's designated invoicing contact properly itemized invoices. Such invoices shall itemize the following:
- (a) Master Contract No. 05316 or other state's PA reference number
  - (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative)
  - (c) Contractor's Federal Tax Identification Number
  - (d) Date(s) of delivery
  - (e) Invoice amount; and
  - (f) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Master Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 7.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Payment is due within thirty (30) days of invoice. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 7.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely payment(s) or issuance of such credit memos, Purchaser may impose a one percent (1%) per month on the amount overdue thirty (30) days after notice to the Contractor.

- 7.4. **NO ADVANCE PAYMENT.** No advance payments shall be made for any products or services furnished by Contractor pursuant to this Master Contract.
- 7.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing.
- 7.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Master Contract. Failure to do so shall constitute breach of this Master Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased goods and/or services. Contractor, however, shall not make any charge for federal excise taxes and Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

#### **8. CONTRACT MANAGEMENT.**

- 8.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Master Contract. Enterprise Services' contract administrator shall provide Master Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Master Contract. The parties may change contractor administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Philip Saunders  
Washington Dept. of Enterprise Services  
PO Box 41411  
Olympia, WA 98504-1411  
Tel: (360) 407-7962  
Email: Philip.Saunders@des.wa.gov

**Contractor**

Attn: Christine Bilz  
Vehicle Service Group, LLC.  
2700 Lanier Dr.  
Madison, IN 47250  
Tel: (800) 445-5438 x5655  
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 8.2. **CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE.** Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Master Contract.
- 8.3. **LEGAL NOTICES.** Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

**Enterprise Services**

Attn: Legal Services Manager  
Washington Dept. of Enterprise Services  
PO Box 41411

**Contractor**

Attn: Christine Bilz  
Vehicle Service Group, LLC.  
2700 Lanier Dr.

Olympia, WA 98504-1411  
Email: greg.tolbert@des.wa.gov

Madison, IN 47250  
Email: bilz@rotarylift.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

**9. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.**

9.1. **MASTER CONTRACT SALES REPORTING.** Contractor shall report total Master Contract sales quarterly to Enterprise Services, as set forth below.

- (a) **Master Contract Sales Reporting System.** Contractor shall report quarterly Master Contract sales in Enterprise Services' Master Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
- (b) **Data.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous" option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized purchasers specified herein during the term of the Master Contract. If there are no Master Contract sales during the reporting period, Contractor must report zero sales.
- (c) **Due dates for Master Contract Sales Reporting.** Quarterly Master Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

FOR CALENDAR QUARTER ENDING	MASTER CONTRACT SALES REPORT DUE
March 31:	April 30
June 30:	July 31
September 30:	October 31
December 31:	January 31

9.2. **VENDOR MANAGEMENT FEE.** Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 0.74 percent on the purchase price for all Master Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Master Contract  
sales invoiced (not including sales tax) x .0074.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.

- (c) Enterprise Services will invoice Contractor quarterly based on Master Contract sales reported by Contractor. Contractors are not to remit payment until they receive an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Master Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Master Contract, if not already included on the face of the check.
  - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law. Without limiting any other available remedies, the Parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums. the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.
  - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Master Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
- 9.3. ANNUAL MASTER CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Master Contract sales report. Such report shall include, at a minimum: Product description, part number or other Product identifier, per unit quantities sold, and Master Contract price. This report must be provided in an electronic format that can be read by MS Excel.
- 9.4. SMALL BUSINESS INCLUSION. Upon Request by Enterprise Services, Contractor shall provide, within thirty (30) days, an Affidavit of Amounts Paid. Such Affidavit of Amounts Paid either shall state, if applicable, that Contractor still maintains its MWBE certification or state that its subcontractor(s) still maintain(s) its/their MWBE certification(s) and specify the amounts paid to each certified MWBE subcontractor under this Master Contract. Contractor shall maintain records supporting the Affidavit of Amounts Paid in accordance with this Master Contract's records retention requirements.

## **10. RECORDS RETENTION & AUDITS.**

- 10.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 10.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third party audit, applicable records to ensure that Contractor has properly invoiced Purchasers and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall

permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Contract or orders placed by a Purchaser under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Master Contract or final payment for any order placed by a Purchaser against this Master Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- 10.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Master Contract or orders, at a rate of 125% of such overpayments, found as a result of the examination of the Contractor's records; and (b) reimburse Enterprise Services for any underpayment of fees, at a rate of 125% of such fees found as a result of the examination of the Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services  $\$500 \times 1.25 = \$625$ ).

## 11. INSURANCE.

- 11.1. REQUIRED INSURANCE. During the Term of this Master Contract, Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*.
- 11.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Master Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. In addition, Contractor waives its immunity under RCW Title 51 to the extent it is required to indemnify, defend, and hold harmless the State of Washington and its agencies, officials, agents, or employees.

## 12. CLAIMS.

- 12.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees, agents, and Contractors in connection with Contractor's operations under this Master Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from its acts or omissions under this Master Contract, even if not attributable to negligence by Contractor or its agents.
- 12.2. THIRD-PARTY CLAIMS; INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Enterprise Services and any Purchaser and their employees and agents from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "claims") arising from any act or omission of Contractor or its successors, agents, and subcontractors under this Master Contract, except claims caused solely by Enterprise

Services or any Purchasers' negligence. Contractor shall take all steps needed to keep Purchaser's property free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 13. DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Master Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior manager of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

**14. SUSPENSION & TERMINATION; REMEDIES.**

- 14.1. SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Master Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Master Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Master Contract, until such obligations have been fulfilled.

- 14.2. DEFAULT.** Each of the following events shall constitute default of this Master Contract by Contractor:

- (a) Contractor fails to perform or comply with any of the terms or conditions of this Master Contract including, but not limited to, Contractor's obligation to pay contract management fees when due;
- (b) Contractor breaches any representation or warranty provided herein; or
- (c) Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary.

**14.3. REMEDIES FOR DEFAULT.**

- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Master Contract are in addition to all other available remedies.
- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement goods and/or services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Master Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.



- 14.4. **LIMITATION ON DAMAGES.** Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages.
- 14.5. **GOVERNMENTAL TERMINATION.**
- (a) **Termination for Withdrawal of Authority.** Enterprise Services may suspend or terminate this Master Contract if, during the term hereof, Enterprise Services' procurement authority is withdrawn, reduced, or limited such that Enterprise Services, in its judgment, would lack authority to enter into this Master Contract; *Provided*, however, that such suspension or termination for withdrawal of authority shall only be effective upon twenty (20) days prior written notice; and *Provided further*, that such suspension or termination for withdrawal of authority shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such suspension or termination for withdrawal of authority, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
  - (b) **Termination for Convenience.** Enterprise Services, for convenience, may terminate this Master Contract; *Provided*, however, that such termination for convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for convenience shall only be effective upon sixty (60) days prior written notice; and *Provided further*, that such termination for convenience shall not relieve any Purchaser from payment for goods and/or services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 14.6. **TERMINATION PROCEDURE.** Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all goods and/or services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Master Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.

## **15. GENERAL PROVISIONS.**

- 15.1. **TIME IS OF THE ESSENCE.** Time is of the essence for each and every provision of this Master Contract.
- 15.2. **COMPLIANCE WITH LAW.** Contractor shall comply with all applicable law.
- 15.3. **INTEGRATED AGREEMENT.** This Master Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 15.4. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Master Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.

- 15.5. **AUTHORITY.** Each party to this Master Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Master Contract and that its execution, delivery, and performance of this Master Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 15.6. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Master Contract. Neither party is an agent of the other party nor authorized to obligate it.
- 15.7. **ASSIGNMENTS.** Contractor may not assign its rights under this Master Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor provides written notice to Enterprise Services within thirty (30) days, Contractor may assign its rights under this Master Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Master Contract notwithstanding any prior assignment of its rights.
- 15.8. **BINDING EFFECT; SUCCESSORS & ASSIGNS.** This Master Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 15.9. **PUBLIC INFORMATION.** This Master Contract and all related documents are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56.
- 15.10. **ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES.** Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any goods and/or services provided in Washington for the purpose of carrying out the Contractor's obligations under this Master Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 15.11. **FEDERAL FUNDS.** To the extent that any Purchaser uses federal funds to purchase goods and/or services pursuant to this Master Contract, such Purchaser shall specify, with its order, any applicable requirement or certification that must be satisfied by Contractor at the time the order is placed or upon delivery.
- 15.12. **SEVERABILITY.** If any provision of this Master Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Master Contract, and to this end the provisions of this Master Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Master Contract.
- 15.13. **WAIVER.** Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Master Contract, nor shall any purported oral modification or rescission of this Master Contract by either party operate as a waiver of any of the terms

hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 15.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Master Contract shall survive and remain in effect following the expiration or termination of this Master Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 15.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Master Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- 15.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Master Contract, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 15.17. **ATTORNEYS' FEES.** Should any legal action or proceeding be commenced by either party in order to enforce this Master Contract or any provision hereof, or in connection with any alleged dispute, breach, default, or misrepresentation in connection with any provision herein contained, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with such action or proceeding, including costs of pursuing or defending any legal action, including, without limitation, any appeal, discovery, or negotiation and preparation of settlement arrangements, in addition to such other relief as may be granted.
- 15.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Master Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Master Contract. Each party hereto and its counsel has reviewed and revised this Master Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Master Contract. Each term and provision of this Master Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 15.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Master Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Master Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Master Contract.
- 15.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Master Contract in their entirety.
- 15.21. **CAPTIONS & HEADINGS.** The captions and headings in this Master Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Master Contract nor the meaning of any provisions hereof.
- 15.22. **ELECTRONIC SIGNATURES.** A signed copy of this Master Contract or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall

be deemed to have the same legal effect as delivery of an original executed copy of this Master Contract or such other ancillary agreement for all purposes.

- 15.23. COUNTERPARTS. This Master Contract may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Master Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Master Contract.

EXECUTED as of the date and year first above written.

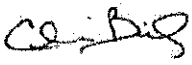
STATE OF WASHINGTON  
Department of Enterprise Services

By:   
Philip Saunders

Its: Contract Specialist

*Procurement  
Supervisor  
2/10/17*

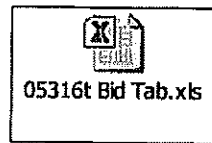
VEHICLE SERVICE GROUP, LLC.,  
a Limited Liability Company

By: 

Christine Bilz

Its: Government Sales Leader

INCLUDED GOODS/SERVICES



**PRICES FOR GOODS/SERVICES**

<http://www.rotarylift.com/Government-Purchasing-Assistance/NASPO/>

1. **CATALOG PRICING AVAILABILITY.** Contractor shall provide Catalog/price lists in both hard copy list and electronic (web-based).
2. **NEW TECHNOLOGY AND NEW PRODUCTS.** Should Contractors want to offer new technology lifts that are not specifically called for on a Vehicle Lift or Garage Associated Equipment category, contractors must submit to the Contract Administrator for review. All additional items must meet contract specifications, terms and conditions. For each additional item, fully identify power, modifications, payload, option restrictions and added delivery time. After award, new, improved, or updated products may become available. Bidders will be allowed to request to substitute items, within their awarded categories. Substituted items must beat contract specifications, terms and conditions. Substitutions and pricing will be at the sole discretion of the Contract Administrator and through written mutual agreement.
3. Several NASPO ValuePoint Participating Entities currently maintain separate SciQuest eMarketplaces, these Participating Entities do enable certain NASPO ValuePoint Cooperative Contracts. In the event one of these entities elects to use this NASPO ValuePoint Cooperative Contract (available through the eMarket Center) but publish to their own eMarketplace, the Contractor agrees to work in good faith with the entity and NASPO ValuePoint to implement the catalog. NASPO ValuePoint does not anticipate that this will require substantial additional efforts by the Contractor; however, the supplier agrees to take commercially reasonable efforts to enable such separate SciQuest catalogs.

**INSURANCE REQUIREMENTS**

1. **INSURANCE OBLIGATION.** During the Term of this Master Contract, Contractor obtain and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
  - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial General Liability Insurance (and, if necessary, commercial umbrella liability insurance) covering Bodily Injury and Property Damage on an 'occurrence form' in the amount of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. This coverage shall include Contractual Liability insurance for the indemnity provided under this Master Contract.

The limits of all insurance required to be provided by Contractor shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability in excess of such limits.

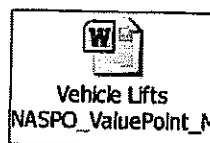
A cross-liability clause or separation of insured condition shall be included in all general liability, professional liability, pollution, and errors and omissions policies required by this Master Contract.

2. **INSURANCE CARRIER RATING.** Coverages provided by the Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Except for Works' Compensation, Professional Liability, Personal Automobile Liability, and Pollution Liability Insurance, all required insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as an Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Upon request by Enterprise Services, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Master Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. A renewal certificate shall be delivered to Enterprise Services no less than ten (10) days prior to coverage expiration. Failure to provide proof of insurance, as required, will result in contract cancellation. All policies and certificates of insurance shall include the Master Contract number stated on the cover of this Master Contract.
5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.

6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Master Contract number stated on the cover of this Master Contract.



**NASPO VALUEPOINT TERMS AND CONDITIONS**



**INTENT TO PARTICIPATE & STATE SPECIFIC TERMS AND CONDITIONS**





**VEHICLE SERVICE GROUP, LLC.**

**Effective 04/01/2017**

Item	Description	Manufacturer	Brand	Model	Price
1	<b>Two-Post Surface Mounted</b>				
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA7-MPSW	7,005.65
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	AT07	3,575.75
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA7-LP-A	4,030.01
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA7-MP	5,515.03
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	TL07	5,813.53
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	TL07-EH2	6,315.34
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	TL07-EH4	6,696.65
	9,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RTP9	3,017.69
	9,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	BP9	2,993.59
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RTP10	2,894.71
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	R10	2,654.93
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-SW	5,295.64
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-RASW	5,694.87
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-TASW	5,694.87
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-FASW	5,694.87
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10-SW	5,295.64
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10-RASW	5,797.46
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10-TASW	5,797.46
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10	3,813.06
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-RA	4,160.38
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-TA	4,160.38
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPOA10-FA	4,160.38
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10	3,813.06
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10-RA	4,312.40
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO10-TA	4,312.40
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	I10	2,895.95
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	F10	2,784.32
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP10A	3,277.87
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP10A-EH2	3,422.48
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	R12	4,637.47

	12,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RTP12	5,390.20
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO12-SW	7,462.35
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO12-TA	5,969.26
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO12-TALC	6,257.25
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO12-WIDE	6,467.37
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO12-WIDE-EH1	6,784.40
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	i12N300	5,670.77
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	i12N301	5,670.77
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	i12N302	5,670.77
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	i12N303	5,670.77
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	F12N300	4,913.10
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	F12N301	4,913.10
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	F12N302	4,913.10
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	F12N303	4,913.10
	15,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO15	11,280.35
	15,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO15-LC	11,280.35
	15,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP15N000	7,888.15
	15,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP15N001	7,888.15
	15,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP15N002	8,456.71
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO18	15,529.72
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SPO18-LC	15,529.72
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP18N000	11,939.14
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP18N001	11,939.14
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	DP18N002	12,528.71
2	<b>Multi-Post Runway</b>				
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RFP8	2,703.13
	9,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RFP9	3,622.72
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	DOR10-S	4,024.94
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	DOR10-L	4,024.94
	14,000 lb Capacity	Vehicle Service Group, LLC.	Revolution	RFP14	4,463.81
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CR14	4,407.58
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CR14EWT-X (ORDER S100142 with CR14 lift)	5,280.77
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CRA14	11,468.84

	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CRA14-X	12,451.46
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CRO14	6,482.82
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	CRO14EL2	6,814.07
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	OR14S	16,464.76
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	OR14	16,464.76
	14,000 lb Capacity	Vehicle Service Group, LLC.	Forward Lift	OR14EL2	16,788.59
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14S-SW	7,381.39
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14L-SW	7,381.39
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14EL2-SW	7,697.19
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14S-SW	6,020.56
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14L-SW	6,020.56
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14EL2-SW	6,325.85
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14S-SW	18,799.56
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14L-SW	18,799.56
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14-EL2-SW	19,107.94
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14S-SW	18,449.15
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14L-SW	18,449.15
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14EL2-SW	19,492.96
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14S	17,547.49
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14L	17,547.49
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	ARO14-EL2	17,855.26
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14S	16,297.28
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14L	16,297.28
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR14-EL2	16,606.28
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14S	6,167.64
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14L	6,167.64
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SMO14EL2	6,482.82
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14S	4,742.53
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14L	4,742.53
	14,000 lb Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM14EL2	5,047.82
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM18	7,713.88
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM18-EL2	8,451.77
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR18	17,560.47
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	AR18-EL	18,874.96

	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR18	8,109.40
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR18-3	8,881.90
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CRA18	18,387.97
	18,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CRA18-3	19,175.30
	25,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	RFL25	19,151.82
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR30	14,928.41
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR30-3	16,152.05
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM30-S	14,404.34
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM30-L	15,716.36
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SM30-EL3	17,025.90
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR40	28,692.50
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR40-X	32,660.06
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR40-A	30,817.19
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR40-AX	34,872.50
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	40000HDL	29,354.38
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	40000HDL-X	33,410.32
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	40000TLA	31,532.21
	40,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	40000TLA-X	35,677.76
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	HDC50	52,105.43
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	HDC50L	56,794.82
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR50	53,627.57
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR50-X	58,461.56
	60,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR60	60,070.84
	60,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	CR60-X	65,477.10
	60,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	HDC60	58,358.36
	60,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	HDC60L	63,610.12
3	Low/Mid Rise Frame Engaging				
	1,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	1000MCL	1,001.16
	1,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	1000MCLDT	1,207.57
	1,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RXLDT	1,145.77
	6,000 lb. Capacity	Vehicle Service Group, LLC.	Revolution	RMR6	2,163.62
	6,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	6000MRL	2,040.64
	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	VLXS7	2,240.87

	7,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	TL07	2,355.82
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	EFP8	2,840.33
	9,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	EFP9	3,799.46
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	VLXS10	3,347.09
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	TL10	3,263.04
4	<b>Drive On Parallelogram</b>				
	12,000 lb. Capacity 20' Long	Vehicle Service Group, LLC.	Rotary Lift	Y12	14,018.09
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	Y12-EL1	14,018.09
	12,000 lb. Capacity 20' Long	Vehicle Service Group, LLC.	Rotary Lift	YA12	21,092.96
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	YA12-EL1	21,092.96
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	30/26S	62,531.71
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	30/26F	70,871.62
	36,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	36/28S	66,182.24
	36,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	36/28F	75,007.28
	45,000 lb. Capacity 35' Long	Vehicle Service Group, LLC.	Rotary Lift	45/35S	88,247.31
	45,000 lb. Capacity 35' Long	Vehicle Service Group, LLC.	Rotary Lift	45/35F	97,063.08
	50,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	50/26S	72,799.16
	50,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	50/26F	81,622.97
	50,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	50/28S	77,211.07
	50,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	50/28F	86,244.99
	50,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	50/32S	81,622.97
	50,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	50/32F	90,447.39
	50,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	50/48S	113,789.86
	50,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	50/48F	125,017.07
	75,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	75/30S	90,447.39
	75,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	75/30F	99,272.43
	75,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	75/48S	113,789.86
	75,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	75/48F	125,017.07
	100,000 lb. Capacity 42' Long	Vehicle Service Group, LLC.	Rotary Lift	100/42S	119,131.86
	100,000 lb. Capacity 42' Long	Vehicle Service Group, LLC.	Rotary Lift	100/42F	130,163.77
5	<b>Scissors</b>				
	7,700 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	FS77	9,189.04

	7,770 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	RLP77	8,404.80
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	EFX-10	42,537.83
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	EFX-13	42,537.83
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	EFX-17	42,537.83
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	EFX-TANDEM	66,529.55
	30,000 lb. Capacity 26' Long	Vehicle Service Group, LLC.	Rotary Lift	EFX-60-S	24,291.11
	44,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-28 S	73,543.24
	44,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-28 F	69,531.80
	44,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-30 S	75,342.23
	44,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-30 F	71,330.80
	44,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-32 S	77,038.64
	44,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-32 F	73,027.21
	44,000 lb. Capacity 36' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-36 S	81,810.22
	44,000 lb. Capacity 36' Long	Vehicle Service Group, LLC.	Rotary Lift	V44-36 F	77,798.78
	64,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-28 S	75,598.09
	64,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-28 F	71,586.65
	64,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-30 S	77,397.70
	64,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-30 F	73,386.26
	64,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-32 S	79,191.76
	64,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-32 F	75,180.32
	64,000 lb. Capacity 36' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-36 S	84,357.00
	64,000 lb. Capacity 36' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-36 F	80,345.56
	64,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-48 S	92,302.01
	64,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	V64-48 F	88,290.57
	80,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-28 S	81,446.84
	80,000 lb. Capacity 28' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-28 F	77,435.40
	80,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-30 S	82,338.61
	80,000 lb. Capacity 30' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-30 F	78,327.17
	80,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-32 S	84,732.13
	80,000 lb. Capacity 32' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-32 F	80,720.69
	80,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-48 S	96,750.37
	80,000 lb. Capacity 48' Long	Vehicle Service Group, LLC.	Rotary Lift	V80-48 F	92,738.93
6	Moveable Wheel Engaging (per pair) 12"-15" Forks				



	26,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 213	15,559.93
	26,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Rotary Lift	MCH13 wired	13,330.88
	36,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wired	19,463.91
	36,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wireless	22,096.59
	36,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Rotary Lift	MCH18 AC wired	21,349.43
	36,000 lb. Capacity (for pair)	Vehicle Service Group, LLC.	Forward Lift	FCHU2F	14,833.85
	37,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 219	23,026.68
	52,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH413 w/batteries	26,138.31
	52,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH413 w/o batteries	25,291.65
	52,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 413	32,145.27
	72,000 lb. Capacity (per 4)	Vehicle Service Group, LLC.	Rotary Lift	FCH4	29,667.71
	72,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wired	38,816.58
	72,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wireless	44,193.18
	72,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 AC wired	43,389.15
	75,200 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 419	45,076.92
	78,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH613 w/batteries	39,207.77
	78,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH613 w/o batteries	37,918.63
	78,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 613	48,217.60
	78,000 lb. Capacity	Vehicle Service Group, LLC.	Forward Lift	MCH13 wired	39,207.77
	108,000 lb. Capacity (per 6)	Vehicle Service Group, LLC.	Rotary Lift	FCH6	44,502.18
	108,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wired	58,223.02
	108,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 wireless	66,290.39
	108,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH18 AC wired	64,046.43
	112,800 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MCH Flex 619	67,615.38
7	In Ground (front to rear entry)				
	18,500 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	60HC	20,932.28
	20,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	60C/60P	20,031.85
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD30M-10	45,166.53
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD30M-18	45,166.53
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD30M-21	45,166.53
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD30M-24	45,166.53
	30,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD30S	27,219.81
	32,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	68C/68P	21,664.61

	35,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD35M-10	51,941.66
	35,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD35M-18	51,941.66
	35,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD35M-21	51,941.66
	35,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD35M-24	51,941.66
	35,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD35S	31,302.94
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	70C / 70P	21,664.61
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	R70C / R70P / R70Q	27,709.88
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	RU70P / RU70Q	39,693.52
	50,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	70QEXXX	34,812.56
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	10120C / 10210P / 10210Q	31,601.43
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	R10210C / R10210P / R10210Q	37,880.93
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	703C / 703P	33,866.40
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	R703C / R703P / R703Q	46,434.05
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	RU10210P / RU10210Q	49,846.64
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	RU703P / RU703Q	58,646.35
	75,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	703QEXXX	51,339.73
	105,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	MOD335	155,824.99
7.1	<b>In Ground (side to side entry)</b>				
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-MP8SW finish kit	9,057.41
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-MP8SW finish kit	3,221.98
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-MP8	7,831.30
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-MP8	8,156.36
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-MP8 finish kit	2,477.56
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-FASW	9,057.41
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-RASW	9,057.41
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-TASW	9,057.41
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-FASW finish kit	3,521.98
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-RASW finish kit	3,521.98
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-TASW finish kit	3,521.98
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-FA	7,831.30
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-RA	7,831.30
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-TA	7,831.30
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-BU	6,218.32

	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-FA	8,156.36
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-RA	8,156.36
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-TA	8,156.36
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-BUi	6,435.85
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-FA finish kit	2,477.56
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-RA finish kit	2,477.56
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-TA finish kit	2,527.00
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-BU finish kit	876.94
	8,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-MP8 finish kit	2,801.39
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-FA finish kit	2,801.39
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-RA finish kit	2,801.39
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210i-TA finish kit	2,801.39
	10,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL210-BUi finish kit	1,081.50
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212	9,974.52
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-TASW	11,195.07
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-TASW finish kit	5,549.64
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-TA	9,974.52
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-DOR	11,644.36
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-BU	7,191.05
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212i-TA	10,312.57
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-DORi	12,164.71
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-Bui	7,522.30
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-TA finish kit	4,424.88
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-DOR finish kit	6,290.62
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-BU finish kit	1,836.70
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212i-TA finish kit	4,851.30
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-DORi finish kit	6,810.98
	12,000 lb. Capacity	Vehicle Service Group, LLC.	Rotary Lift	SL212-BUi finish kit	2,167.94

### Exhibit C - Price Sheets

#### GARAGE ASSOCIATED EQUIPMENT

Item	Description	Manufacturer		Model	
1	Tire Changers				
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R1150	10,088.23

	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R145D	4,803.10
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R146	4,414.99
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	PLUS83H	185.46
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	PLUS91SA	1,322.52
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R140	2,149.40
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R501N	14,882.68
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R560	8,189.74
	VSC Changers	Vehicle Service Group, LLC.	Rotary Lift	R511	9,670.46
2	<b>Wheel Balancers</b>				
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	R180	8,628.52
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	R155	4,580.62
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	R122	1,575.90
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	GAR324	2,331.10
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	GAR325	2,132.72
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	R544	7,754.66
	VSb BALANCERS	Vehicle Service Group, LLC.	Rotary Lift	R138	2,044.34
	<b>Aligners</b>				
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	R1080	20,284.00
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	R1070	12,657.88
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	R1060	8,361.54
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	STDA14	2,310.08
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	STDA133	3,315.57
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	R5000HD	29,076.90
	VSA Aligners	Vehicle Service Group, LLC.	Rotary Lift	STDA49N	1,935.75