



**VEHICLE LIFTS AND GARAGE
ASSOCIATED EQUIPMENT**
Led by the State of Louisiana

Master Agreement #: **CW7256**

Contractor: **Liftnow Automotive Equipment Corp.**

Participating Entity: **STATE OF RHODE ISLAND**

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

- All products and accessories listed on the Contractor page of the NASPO ValuePoint website.

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the **Vehicle Lifts and Garage Associated Equipment** led by the State of Louisiana for use by state agencies and other entities located in the 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 Rhode Island. 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: | Paul Stern |
| Address: | PO Box 972, Yorktown Heights, NY 10598 |
| Telephone: | (914) 424-3479 |
| Fax: | |
| Email: | pjstern@liftnow.com |

Participating Entity

| | |
|------------|--|
| Name: | Michael Stephens, State of Rhode Island |
| Address: | One Capitol Hill, 2nd Floor, Providence, RI 02908-5855 |
| Telephone: | 401-574-8152 |
| Fax: | |
| Email: | Michael.stephens@purchasing.ri.gov |

PARTICIPATING ADDENDUM



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4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

Participating Entity must check one of the boxes below.

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

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

This Addendum shall be subject to the Rhode Island "State Purchases Act", R. I. Gen. Laws § 37-2-1, et seq., the Rhode Island Procurement Regulations and the Rhode Island General Conditions of Purchase (copy attached) except to the extent any of the foregoing conflicts with the provisions of this Addendum and/or Master Agreement.

Jurisdiction and venue for any lawsuits arising here from shall be in the Providence Superior Court and shall be governed by the laws of the State of Rhode Island without reference to its principles of conflicts of laws.

MASTER PRICE AGREEMENT CONTRACT ADMINISTRATIVE FEE

In 2017 the General Assembly amended the "State Purchases Act", R. I. Gen. Laws § 37-2-12 (b) to authorize the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements ("MPA") a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against their MPA contracts. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing and maintaining an online eProcurement system and other costs related to State procurement. In accordance with this legislative initiative the Division of Purchases is upgrading the State procurement system through the purchase and installation of an eProcurement system.

The contract administrative fee shall be applicable to all purchase orders issued relative to State MPA contracts. Therefore, effective January 1, 2020 all MPA contracts shall be assessed the 1% contract administrative fee.

5. Reports and Fees:

a) Administrative Fee: Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Rhode Island Division of Purchases" and will be sent to State of Rhode Island, Division of Purchasing, Attn: MPA Coordinator One Capitol Hill, Suite 201, Providence, RI 02908. The Administrative Fee will 1.0% and will apply to all purchases (net of any returns, credits, or adjustments) made under this Addendum.

b) Report Schedule: Quarterly utilization reports shall be made in accordance with the following schedule:

Period End Reports Due



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| | |
|--------------|------------|
| March 31 | April 30 |
| June 30 | July 31 |
| September 30 | October 31 |
| December 31 | January 31 |

c) Timely Reports and Fees: Contractor will have thirty (30) days from the quarterly report due date to pay the quarterly administrative fee.

6. Lease Agreements: Section 4 as “Reserved”.

7. Subcontractors: All contactors, dealers, and resellers authorized in the State of Rhode Island, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor’s dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

| Brand | General Discounts | Maximum Discount | Buy America Models | Freight Policy | Notes |
|---|-----------------------|------------------|--------------------|------------------|---|
| Bend Pak Family of Brands (BendPak, Dannmar, GrandPrix, QuickJack,MaxJax) | 17% OFF MSRP | 17.00% | No | Prepaid to CONUS | Additional Fees Apply; Consult Proposal and BendPak DAS and Zip Code Check Sheets |
| Bend Pak OE Parts | 10% OFF MSRP | 10.00% | No | | |
| Challenger Lifts | 33.5% OFF MSRP | 33.50% | Yes | Prepaid to CONUS | |
| Challenger Lifts OE Parts | 26.0% OFF MSRP | 26.00% | Yes | | |
| Coats | 35% OFF MSRP | 35.00% | No | Prepaid to CONUS | |
| Maxima | 39% OFF MSRP | 39.00% | No | Prepaid to CONUS | |
| Mahle | 51.1% OFF MSRP | 51.10% | Yes | Prepaid to CONUS | Prepaid on Lifts and Accessories when ordered with Lifts. Accessories only must charge freight. |
| Omer | 10% OFF MSRP | 10.00% | No | | |



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

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|--|---|
| Participating Entity: State of Rhode Island | Contractor: Liftnow Automotive Equipment Corp. |
| Signature: | Signature: <i>Paul Stern</i> |
| Name: Amanda Rivers | Name: Paul Stern |
| Title: Deputy Purchasing Agent | Title: Owner |
| Date: 4/27/2023 | Date: 4/26/2023 |

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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

***[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in
 appropriate data bases.***