

November 5, 2009

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES,  
VOLUNTEER FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: SANDY MCKINLEY  
STATE CONTRACT PROCUREMENT OFFICER  
302-838-8067

SUBJECT: **AWARD NOTICE # 2**  
**CONTRACT NO. GSS09405-VEHLIFT**  
VEHICLE LIFTS AND RELATED GARAGE EQUIPMENT

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KEY CONTRACT INFORMATION**

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**GSS09405-VEHLIFT VEHICLE LIFTS AND RELATED GARAGE EQUIPMENT**

<p>(410) 643-9001                  Fax: (410) 643-8901                  Email: <a href="mailto:jdellamore@steril-koni.com">jdellamore@steril-koni.com</a>                  Customer Service/Order Placement                  Name: Paul Marks                  Phone: (800) 336-6637 or                  (410) 643-9001                  Fax: (410) 643-8901                  Email: <a href="mailto:pmarks@steril-koni.com">pmarks@steril-koni.com</a>                  Contract pricing: <a href="http://wsca.steril-koni.com/">http://wsca.steril-koni.com/</a>  <b>Payment Terms:</b> 2% 20 days/Net 30</p>	
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**4. SHIPPING TERMS:**

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Freight on Board (FOB) Destination

**Freight:** Freight is FOB Destination in the 48 contiguous states and the District of Columbia. Freight to Alaska or Hawaii will be FOB Seattle WA or Long Beach CA.

**Palletization:** Shall comply with all local, state and federal rules

**5. DELIVERY AND PICKUP:**

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15 days After Receipt of Order (ARO) for in-stock equipment.

8-12 weeks After Receipt of Order (ARO) for "built to order" equipment.

**Palletization:** Shall comply with all local, state and federal rules

**6. PRICING:**

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<p><b>Mohawk</b> Product Line Pricing is 15.59% Discount off Manufacturer's published List Price dated 7/17/08.</p> <p>Note the following quantity price breaks for 2 post models: A-7, System I, LMF-12 &amp; TP-16:</p> <p>These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-15 @ LMF-12 pricing; 12 lifts at an additional 10% off.</p> <p>Hunter Automotive Service Equipment Contract net pricing can be found on Mohawk's website.</p>	<p><b>Automotive Resources</b> pricing is 18.21% Discount off current Manufacturer's Published List Price.</p> <p><b>*Second Tier Pricing/Volume Pricing:</b>                  Two percent (2%) for two (2) Lift Systems                  Five percent (5%) for three (3) or more Lift Systems</p> <p>*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second</p>
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<p>For Mohawk and Hunter Contract pricing see: <a href="http://www.mohawklifts.com/gov/">http://www.mohawklifts.com/gov/</a>  <b>Manufacturer's Website:</b>  <a href="http://www.mohawklifts.com/">http://www.mohawklifts.com/</a></p> <p><b>Terms:</b> Net 30 days</p>	<p>Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p> <p><b>Contract pricing see:</b> <a href="http://www.ari-hetra.com/wsca/">http://www.ari-hetra.com/wsca/</a></p> <p><b>Terms:</b> 1% 10 Days, Net 30 Days</p>
<p><b>Stertil-Koni</b> Pricing is 29% Discount off current Manufacturer's Published List Price. Exception: ST-1060's, ST-1073's are 25% of MLP.</p> <p><b>*Second Tier Pricing/Volume Pricing:</b>          32% off MLP for two to seven lifts ordered          33.5% off MLP for eight or more lifts ordered</p> <p>*Purchasers with requirements for multiple units may solicit additional improvements to Second Tier Pricing/Volume Pricing, than what is currently listed, from one or more of the contractors listed on this contract. Solicitation to improve current Second Tier Pricing/Volume Pricing is conducted by Purchaser and amendment to contract is not mandatory to implement.</p> <p><b>Terms:</b> 2% 20days, Net 30</p> <p><b>Contract pricing see:</b> <a href="http://wsca.steril-koni.com/">http://wsca.steril-koni.com/</a></p>	

Prices will remain firm for the term of the contract year.

**ADDITIONAL TERMS AND CONDITIONS**

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**7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s)**. Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

**8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other

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electronic means at the State's option, without imposing any additional fees, costs or conditions.

**9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by the Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

**10. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

**11. NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

**12. FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

**13. AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.

**14. ORDERING:**

Award Notice

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All orders and payment will be issued directly to ordering agency.

**The Master Price Agreement Number and GSS Contract Number MUST be shown on all Purchase Orders issued against this Agreement.**

**15. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).