STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

April 1, 2009

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

FROM: DANIELLE RIDGWAY
STATE CONTRACT PROCUREMENT OFFICER
302-857-4556

SUBJECT: **AWARD NOTICE – Addendum #6 – Effective March 1, 2013**
CONTRACT NO. GSS09405-VEHLIFT
VEHICLE LIFTS AND RELATED GARAGE EQUIPMENT

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OF
KEY CONTRACT INFORMATION

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GOVERNMENT SUPPORT SERVICES – CONTRACTING
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

KEY CONTRACT INFORMATION

1. MANDATORY USE CONTRACT:

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD:

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Each vendor's agreement shall be valid until March 31, 2011. Each agreement may be renewed for four (4) additional one (1) Year period, through negotiation between the contractor and the Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

This contract has been extended for an additional two (2) year period, and will remain in effect through March 31, 2013.

Addendum # 6 extends the contract for an additional two (2) year period effective through March 31, 2015.

3. VENDORS:

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Mohawk Resources, Ltd PO Box 110, Vrooman Ave Mohawk Industrial Park Amsterdam, NY 12010-0110 **FSF #: 0000020982** **Contract Administration** Name: Steven Perlstein Phone: (518) 842-1431 Ext. 24 Fax: (518) 842-1289 Email: sperlstein@mohawklifts.com **Customer Service/Order Placement** Name: Ray Pedrick Phone: (518) 842-1431 Ext. 15 Fax: (518) 842-1289 Email: rpedrick@mohawklifts.com For Mohawk and Hunter Contract pricing: http://www.mohawklifts.com/gov/de Manufacturer's Website: http://www.mohawklifts.com/	**Automotive Resources, Inc. (ARI-HETRA)** 12775 Randolph Ridge Lane Manassas, VA 20109-5207 **FSF #: 0000031567** **Contract Administration** Name: Tyler Nguyen Phone: (800) 562-3250 or (703) 359-6265 Fax: (703) 359-6405 E-mail: tylernguyen@ari-hetra.com Ordering/Pricing: http://www.ari-hetra.com/wsca/ **Customer Service/Order Placement** Name: Robert Penenburgh Phone: (800) 562-3250 Fax: (703) 359-6405 Email: webmaster@ari-hetra.com Manufacturer's Website: http://www.ari-hetra.com

Stertil-Koni USA, Inc.
200 Log Canoe Circle
Stevensville, MD 21666-2111

FSF #: 0000030585

Contract Administration
Name: Jean DellAmore
Phone: (800) 336-6637 or
(410) 643-9001
Fax: (410) 643-8901
Email: jdellamore@stertil-koni.com
Customer Service/Order Placement
Name: Paul Marks
Phone: (800) 336-6637 or
(410) 643-9001
Fax: (410) 643-8901
Email: pmarks@stertil-koni.com
Contract pricing: http://wsca.stertil-koni.com/
Payment Terms: 2% 20 days/Net 30

4. SHIPPING TERMS:

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F.O.B. 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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The contract price shall be the Manufacture Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer price lists will be that price list published by the manufacturer and used by the general population of Contract users - not a unique price list.

All bid pricing is to be FOB Destination, freight prepaid and included, for lift systems for any destination within the State. Pricing for parts, after the installation, will be FOB Destination with the cost of shipping prepaid and added to the invoice as a separate item.

Second Tier Pricing/Volume Pricing**:** 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.

Mohawk Product Line	**Automotive Resources, Inc. (ARI-HETRA)**
Pricing is 15.59% Discount off current Manufacturer's Published List Price. ****Second Tier Pricing/Volume Pricing*** 2 post models: A-7, System_I, LMF-12 & TP-16: These discounts apply based on one order, one shipment to one location: 6Lifts at an additional 5% off; 3 TP-16 @ LMF-12 pricing; 12 lifts at an additional 10% off. *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. Hunter Automotive Service Equipment Contract net pricing can be found on Mohawk's website **Mohawk and Hunter Contract pricing see**: http://www.mohawklifts.com/gov/ **Delivery:** 15 days After Receipt of Order (ARO) for in-stock equipment. 12 weeks After Receipt of Order (ARO) for "built to order" equipment.	Pricing is 18.21% Discount off current Manufacturer's Published List Price. ***Second Tier Pricing/Volume Pricing*:** Two percent (2%) for two (2) Lift Systems Five percent (5%) for three (3) or more Lift Systems *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. Contract pricing see: http://www.ari-hetra.com/wsca/ **Delivery:** 45 Days After Receipt of Order (ARO)

Stertil-Koni USA, Inc.
Pricing is 29% Discount off current Manufacturer's Published List Price.
Exception: ST-1060's, ST-1073's are 25% of MLP.

***Second Tier Pricing/Volume Pricing*:**
32% off MLP for two to seven lifts ordered
33.5% off MLP for eight or more lifts ordered

*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.

Contract pricing see: http://wsca.stertil-koni.com/

Delivery:
With few exceptions, 10 business days After Receipt of Order (ARO) for Mobiles and 2-Posts.

120 business days After Receipt of Order (ARO) for 4-Posts, Parallelograms and In-Grounds.

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 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 Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE:

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. 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.

12. 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.

13. 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.

14. AGENCY'S RESPONSIBLIITIES:

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.

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).

16. VENDOR PROFILES:

a. **Mohawk Resources, Ltd** (a.k.a. Mohawk Lifts) has been designing, testing, fabricating & distributing lifts since its founding in 1981. Mohawk manufactures a full range of lifts.

Mohawk specializes in serving government agencies nationally through our in-house sales staff working jointly with our nationwide group of independent representatives. Mohawk is the 2nd largest lift supplier to the federal government. Similar to WSCA, the GSA requires Mohawk to have a network of installers, sales & service centers. Mohawks in-house sales, working with outside representatives is able to supply the federal government nationally & worldwide. In addition to selling lifts & equipment to state & local government agencies, Mohawk also acts as the government sales arm for Hunter Engineering (wheel alignment lifts, aligners, tire changers, balancers).

The Mohawk Lifts offered are 100% designed, engineered & made in the US. Mohawk Lifts are welded in Mohawks Amsterdam, NY factory. Mohawk Lifts do not contain any structural elements (i.e. components, pieces, parts, sub-assemblies, etc) that are of questionable origin.

Service Capability:
Mohawk has a group of independent sales, service and installation representatives throughout the WSCA states. While some of these independent representatives act as sales, service and installation depots of Mohawk, others act as sales, while others are only service and installation facilities.

Mohawk has two in-house full time service managers at the Mohawk factory (both of whom are available after 5PM Eastern Time by calling Mohawks staffed 800# and having them paged for a return call). In addition, Mohawk maintains a website for all lift parts, service and installation instructions on every lift at our installation/parts/service manual website which is: http://www.mohawklifts.com/ops/.

The Mohawk representatives in Washington have stock of new lifts & spare parts.

b. **Automotive Resources, Inc. (ARI-HETRA)** is a privately-held company in operation for over 20 years. ARI-HETRA was started by transportation engineers and vehicle support specialists and is the U.S. manufacturer and distributor of the ARI-HETRA Mobile Lifting Systems, Exhaust Extraction Systems and Wheel Service Equipment. We are headquartered in Manassas, Virginia. It is at this location that our administrative staff is located as well as where all of our final assembly and NRTL testing on our equipment are performed.

ARI-HETRA also owns and operates ARI Metal Products in Cincinnati, Ohio, where we forge our own steel and fabricate the posts that constitute our Mobile Lifting Systems. These two (2) facilities enable our company to be vertically integrated and allow us to offer a turnkey solution to our customers.

To further differentiate our company, all of ARI-HETRA's employees are "Factory Direct". We do not use third-party subcontractors or engineers to service our equipment.

With twenty-four (24) Regional Offices throughout the U.S., of which four (4) are located in the Northwest, we are able to respond quickly and efficiently to sales, service and parts needs, thereby ensuring our customer base end-to-end solutions and complete coverage of our full range of services.

The entire ARI-HETRA sales force is factory-trained to install service and trouble-shoot all our products. In addition to these professionals, we have four (4) certified service technicians who are available to travel to customer sites or trouble-shoot via phone. Our broad coverage ensures rapid response to any service or replacement parts needs. ARI-HETRA guarantees the availability of replacement parts and our response time to service calls is twenty-four (24) hours. We have an emergency parts availability process as well as routine parts availability. Parts ordered on an emergency basis will be available within twenty-four (24) hours.

ARI-HETRA will perform site reviews upon request. Installation is included in the price of all our Mobile Lifting Systems and Accessories as well as our Wheel Service Equipment. Installation is optional on our Exhaust Extraction Equipment and Drive-On Lifts, which is available at an additional cost.

ARI-HETRA is a member of the Automotive Lift Institute. Safety is ARI-HETRA's top priority, and our products have gone through rigorous safety testing procedures and are ALI/ETL certified by MET Laboratories (NRTL).

c. **Stertil-Koni, USA, Inc.** (hereafter referred to as SK) is a US subsidiary of a Dutch manufacturer, Stertil BV. SK was established by Jean DellAmore in January 1997 and was incorporated in the State of Maryland. The headquarters for the US operation is located near the Nation's capital, convenient to major cities throughout the northeast from Maine to Florida. Seventy-five percent (75%) of our sales consist of heavy-duty lifting products that are sold to municipalities, state and local government agencies. Our areas of product specialization are:

1. **Mobile Lifts** (from 40,000 to 160,000 lbs per set of four)
2. **Four-Post Drive on Lifts** (starting at 25,000 lbs up to 64,000 lbs)
3. **Parallelogram Lifts** (starting at 19,000 lbs going up to 99,000 lbs)
4. **In-Ground** (environmentally compliant lifts) (60,000 lbs for two ram going up to 100,000 lbs for two ram lifts + 3 ram lifts for articulated vehicles).
5. **Two-Post Lifts** (from 16,000 lbs to 18,000 lbs)

<u>Highlights of Stertil-Koni worldwide</u>

- Stertil-Koni is the first vehicle lift manufacturer (in the world) to have obtained ISO-9001 certification. The designation 9001 is the highest rating that a company can achieve.
- All Stertil-Koni products come with an unequivocal commitment to provide spare parts 25 years after termination of production. In other words, after a model is upgraded or discontinued for whatever reason, we commit to provide spare parts availability for 25 years.
- Close to 60% of our sales are Mobile Lifts; 20% Parallelogram Lifts; and 20% Four-Post and Two-Post Lifts.

- Stertil-Koni enjoys very low employee turnover. Most of our employees in the United States have been with us since the start up of the company.
    - The sales force has been in the heavy duty lifting industry for an average of 20 years per sales person.
    - Main technical support person has been with the company 9 years (almost from the beginning)
    - European engineering personnel have been with the company an average of 15 years.

- Stertil-Koni has the highest number of certified products of any lift company in the world. We enjoy certifications from the following independent laboratories that certify lifting type products:
    - ALI/ETL (for North America)
    - CSA (for Canada)
    - CE (for Europe)
    - TUV (for Europe)