NASPO ValuePoint

PARTICIPATING ADDENDUM

VEHICLE LIFTS AND GARAGE ASSOCIATED EQUIPMENT

Led by the State of Louisiana

Master Agreement #: **CW7258**

Contractor: **Mohawk Lifts LLC**

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.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

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:	Steven Perlstein
Address:	PO Box 110, Amsterdam, NY 12010
Telephone:	(518) 842-1431 Ext:2400
Fax:	(518) 842-1289
Email:	sperlstein@mohawklifts.com

Participating Entity

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

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.

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

5. Lease Agreements: *[If applicable, insert a statement about whether or not equipment lease agreement terms and conditions included in the Master Agreement have been approved for use by the Participating State and any restrictions or requirements for the use of the lease agreement language in the Master Agreement. If not applicable, mark Section 4 as **"Reserved"**.]*

6. 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.

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

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

Participating Entity: State of Rhode Island	Contractor: Mohawk Lift, Inc
Signature:	Signature:
Name: Nancy McIntyre	Name: Steven Perlstein
Title: Purchasing Agent	Title: President
Date:	Date: 4/20/2023

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

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

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.]

Rhode Island Master Price Agreements – MPA 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.

General Conditions and Insurance

In accordance with this solicitation, or as outlined in Section 13.19 of the General Conditions of Purchase, found at https://rules.sos.ri.gov/regulations/part/220-30-00-13 and General Conditions - Addendum A found at https://www.ridop.ri.gov/documents/general-conditions-addendum-a.pdf , the following insurance coverage shall be required of the awarded vendor(s) (marked with an "X"):

General Requirements:

a) Liability - combined single limit of $1,000,000 per occurrence, $1,000,000 general aggregate and $1,000,000 products/completed operations aggregate.

b) Workers' compensation - $100,000 each accident, $100,000 disease or policy limit and $100,000 each employee.

Annual insurance renewal certificates for workers' compensation, public liability, property damage, automobile, professional liability (a/k/a errors & omissions), builder's risk, school bus auto liability, environmental impairment (a/k/a pollution control), vessel operation (marine or aircraft) protection & indemnity, etc., must be submitted to the specific agency identified in the "ship to" section of the purchase order. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve (12) month period of a contract. Failure to provide annual insurance certification may be grounds for cancellation.