

AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C22-0869)

This Amendment No. 1 (“Amendment”) to the Linking Agreement (“Agreement”) is made this _____ day of _____, 2023, (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Mohawk Lifts LLC, a Delaware limited liability company, authorized to do business in Arizona (“Contractor”).

RECITALS

- A. City and Mohawk Lifts LLC (“Contractor”) previously entered into Linking Agreement, Contract No. C22-0869, dated August 24, 2022 (“Agreement”); and
- B. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is unchanged.
- 3. **Scope of Work.** The Scope of Work is being amended to purchase a Wheel Alignment Machine for the amount quoted in the attached Quotation No. WA684.061623.
- 4. **Compensation.** The compensation available under this Agreement is being amended and increased by \$125,172.21, for a maximum of \$150,000 over the entire term of the Agreement to allow for future purchases by the City on an as-needed basis. The City is not guaranteeing any minimum quantity but may order equipment with a maximum aggregate cost of \$150,000.
- 5. **Insurance Certificate.** Current certificate will expire on January 1, 2024. A new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
- 6. **Non-discrimination.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

7. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
8. **Uyghur Forced Labor Prevention Act (UFLPA).** Contractor certifies that it does not currently, and during the term of this Agreement, will not use:
 - (a) the forced labor of ethnic Uyghurs in the People’s Republic of China;
 - (b) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
 - (c) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.
9. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.
10. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager


ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Mohawk Lifts LLC,
a Delaware limited liability company



By: Thomas Havens
Its: Assistant Controller

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MOHAWK LIFTS, LLC**

**EXHIBIT A
SOURCEWELL
CONTRACT NO. 013020
VEHICLE LIFTS, WITH GARAGE AND FLEET MAINTENANCE EQUIPMENT**

**AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C22-0869)**

**EXHIBIT B
Scope of Work**

PROJECT

The Scope of Work is being amended to allow for future purchases of vehicle lifts with garage and fleet maintenance equipment by the City on an as-needed basis, including the purchase of a Wheel Alignment Machine as outlined in Quotation No. WA684.061623.



RFP #013020
REQUEST FOR PROPOSALS
for
Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Proposal Due Date: January 30, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Vehicle Lifts, with Garage and Fleet Maintenance Equipment to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://proportal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 30, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	December 12, 2019
Pre-proposal Conference:	January 9, 2020, 11:30 a.m., Central Time
Question Submission Deadline:	January 23, 2020, 4:30 p.m., Central Time
Proposal Due Date:	January 30, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 30, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

Sourcewell is seeking proposals for Vehicle Lifts, with Garage and Fleet Maintenance Equipment, including, but not to be limited to:

1. Vehicle lifts:
 - a. Two post, four post, multi-post runway, and scissors;
 - b. Heavy duty, light duty and bus;
 - c. Inground, moveable, mobile and platform lifts;
 - d. Parts, supplies, and accessories related to a. – c. above; and,
 - e. Installation, repair, maintenance, and warranty services related to a. – c. above.

2. Garage and fleet maintenance equipment:
 - a. Wheel balancers, tire changers, alignment and tire machines;
 - b. Brake lathes;
 - c. Stationary air compressors;
 - d. Parts washers;
 - e. Exhaust ventilation systems;
 - f. Diagnostic equipment;
 - g. Vehicle wash systems;
 - h. Shop tools and equipment;
 - i. Parts, supplies, and accessories related to a. – h. above; and,
 - j. Installation, repair, maintenance, and warranty services related to a. – h. above.

3. The primary focus of this solicitation is on the vehicle lifts, garage and fleet maintenance equipment, and related services described in subsections 1. and 2. above. This solicitation should NOT be construed to include:
 - a. Inventory software systems;
 - b. Inventory management solutions;
 - c. Bulk fluid solutions; or
 - d. OEM vehicle parts.

4. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
 - a. RFP#062916 Automotive and Truck Replacement Parts and Tires with Related Equipment, Accessories, and Services

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Members, however, it is not mandatory or required.

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$60 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.

4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a

calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the

Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services,

and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Members’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days’

following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to

be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.

**AMENDMENT NO. 1
LINKING AGREEMENT
(CITY OF GLENDALE, Contract No. C22-0869)**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Contractor will be paid within 30 days of submission of its invoices to City at the rates indicated in the original agreement C22-0869.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

The original compensation is being amended and increased by \$125,172.21 for a new not to exceed of \$150,000 over the term of the agreement. The City will utilize the agreement to purchase vehicle lifts with garage and fleet maintenance equipment on an as-needed basis

MOHAWK LIFTS

Vendor: **MOHAWK LIFTS LLC**
 PO Box 110, Amsterdam, NY 12010
HUNTER@MOHAWKLIFTS.COM
 Karly 800-833-2006 x7777



HUNTER Engineering Company

For purchase of Hunter equipment using:
Sourcewell Contract #
013020-MRL
 Valid: 04/14/2020 - 04/13/2024

All quoted equipment has been Competitively Bid and Competitively Awarded on Sourcewell Contract # 013020-MRL, and is Guaranteed Best government pricing. Freight, Installation, Training & Training Certificates Included @ No Charge.

CUSTOMER
Guy Wilkes City of Glendale Veh Maint 6210 W Myrtle Ave GLENDALE, AZ 85301 GWilkes@GLENDALEAZ.com (623) 930-2189

QUOTE NUMBER	QUOTE DATE
Glendale.WA684.061623	7/10/2023
Freight Terms:	FOB Destination, Prepaid
Payment Terms:	Net 30
Lead Time:	Model Dependent
Good Through:	July 30, 2023

PART #	DESCRIPTION	QTY	LIST PRICE	CONTRACT PRICE	TOTAL
WA684	Aligner with New premium large cabinet and 27" Wide Screen LCD Display.	1	\$ 22,537.84	\$ 17,600.54	\$ 17,600.54
HE421WM	HE421WM Sensors-Wall mounted for straight or angled approach bays (may be ceiling mounted). Patented fixed camera configuration. NO MOVING PARTS, Includes 4 Cameras, Three Dimensional Targets, QuickGrip Wheel Adaptors, turnplate bridges.	1	\$ 18,833.50	\$ 14,707.70	\$ 14,707.70
20-2621-1	Medium Duty Truck Spacer kit - This kit contains 4 each spacers for medium duty trucks. These spacers may be used with kit 20-2640-1.	1	\$ 239.77	\$ 187.24	\$ 187.24
20-2882-1	Cordless Remote Indicator Kit - Includes Cordless Remote Indicator and recharging bracketry for 6,7, & 8 Series Cabinets	1	\$ 1,858.17	\$ 1,658.41	\$ 1,658.41

[Click here for Mohawk Lifts LLC Form W9: mohawklifts.com/w9](https://mohawklifts.com/w9)

Subtotal	\$ 34,153.89
Sales Tax (if applicable)	\$ 3,142.16
TOTAL	\$ 37,296.05

NOTES:

This quotation is subject to the terms and conditions noted on the following page

TERMS AND CONDITIONS

- 1) This order is subject to the standard terms and conditions of the above named contract and the corresponding master agreement, which are hereby incorporated by reference and accessible at www.govlifts.com.
- 2) The quoted prices have been competitively bid and awarded and are guaranteed to be the lowest government prices.
- 3) Electrical and compressed air connections to equipment are not included on this quotation. Any required concrete or electrical work is to be supplied by an outside contractor or the buyer and is not included in this quote.
- 4) All software pre-installed on, or subsequently released by Hunter for, Hunter equipment is licensed pursuant to the Hunter Engineering Company End User License Agreement ("EULA") accompanying such software. By placing an order for, purchasing, or using Hunter equipment, you acknowledge and agree to be legally bound by the EULA, which is hereby incorporated by reference.
- 5) Each party will agree to defend, hold harmless, and indemnify the other from any cost, loss, or damages of any type, including attorney fees, to the extent that they arise from the breach of the Agreement and/or willful misconduct or negligence.
- 6) The buyer is responsible for inspecting all products at the time of delivery and before signing the delivery receipt, freight bill, or bill of lading. Should the buyer determine at the time of delivery that any items are damaged or missing the buyer must note the item, discrepancy, or condition on the delivery receipt, freight bill, or bill of lading. Mohawk is not responsible for missing or damaged products when the buyer has signed the delivery receipt, freight bill, or bill of lading in good condition.
- 7) A fork truck must be supplied at the offload site to unload the equipment from the freight carriers and, if applicable, for installation.
- 8) Price does not include sales tax (unless applicable), duties, brokerage, or any other fees.
- 9) Any and all permits, licenses, fees, etc. are the buyers responsibility

DUNS: 117797939 / CAGE CODE: 8VDK6 / UEI: F9QME4G11RT5 / FEIN: 85-3221959 / SMALL BUSINESS SAM REGISTERED

PHX

Glendale, WA684,061623

v5.23

To place your order using this quotation, please fill in the following required information:

Same a Billing

BILLING INFORMATION

SHIPPING INFORMATION

Name: _____

Name: _____

Address: _____

Address: _____

Contact: _____

Contact: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

Delivery Hours/Instructions: _____

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Authorized Buyers Name (PRINT)

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