

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (ANF)*, the *Office of the Comptroller (CTR)* and the *Operational Services Division (OSD)* for use by all Commonwealth Departments. **Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For Instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*.**

→ <u>Contractor Legal Name</u> (and d/b/a): Mohawk Resources LTD		<u>Department MMARS Alpha Code and Name</u> : POL Department of State Police	
→ <u>Legal Address</u> (from W-9): 65 Vrooman Ave, Amsterdam, NY 12010		<u>Business Mailing Address</u> : 470 Worcester Road, Framingham, MA 01702	
→ <u>Payment Remittance Address</u> (from W-9): PO Box 110, Amsterdam, NY 12010		<u>Billing Address</u> (if different):	
→ <u>Contract Manager</u> : Steven Perlstein		<u>Contract Manager</u> : Cheri Lee	
→ <u>E-Mail Address</u> : sperlstein@mohawklifts.com	→ Phone: 518-842-1431 x-24	<u>E-Mail Address</u> : cheri.lee@pol.state.ma.us	Phone: 508-820-2148
→ Fax: 518-842-1289	→ TTY:	Fax: 508-820-2165	TTY:
→ <u>State of Incorporation</u> (if a corporation) or "N/A": n/a		<u>MMARS Doc ID(s)</u> :	
→ <u>Vendor Code</u> : VC0000328297		<u>RFR/Procurement or Other ID Number</u> (if applicable): MSP07-RPRLIFT-F87	
<u>MMARS Object Code</u> :		<u>Account(s) Funding Contract</u> :	

NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ _____
 Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by *815 CMR 2.00*)
 Emergency Contract (attach justification)
 Contract Employee (Complete *Employment Status Form*)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)

CONTRACT END DATE: _____

CONTRACT AMENDMENT/RENEWAL

ENTER CURRENT CONTRACT START and END DATES (prior to amendment)
 Current Start Date: 3-12-07 Current End Date: 3-11-09

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.
 a) **Current Total Contract Maximum Obligation**: \$ _____
 (Total Contract Maximum Obligation, including all prior amendments).
 b) **Amendment Amount** ("+" or "-"): \$ _____
 c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION**: \$ _____

Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend **Duration Only** (No Compensation or Performance Change)
 Amend **Scope of Services/Performance Only** (no budget impact.)
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: 3-12-09 (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)

NEW CONTRACT END DATE: 3-11-10

→ **PROMPT PAYMENT DISCOUNTS**. Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*:
2 % Within 10 Days 0 % Within 15 Days 0 % Within 20 Days 0 % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient): for the purchase of automotive repair lifts per RFR and contractor's response

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

- the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
- any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final **Settlement and Release** of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 → X: Steven Perlstein Date: 3/23/09
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: STEVEN PERLSTEIN
 → Print Title: SECRETARY

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:
 X: Michael Weeks Date: 2-26-09
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Michael Weeks
 Print Title: Deputy Chief Administrative Officer