

# STATE OF MONTANA TERM CONTRACT

**Department of Administration**  
**State Procurement Bureau**  
**165 Mitchell Building**  
**PO Box 200135**  
**Helena, MT 59620-0135**  
**Phone: (406) 444-2575 Fax: (406) 444-2529**  
**TTY Users-Dial 711**  
**http://mt.gov/doa/gsd**

**T.C. #: WSCA #06405-A**  
**Title: VEHICLE LIFTS & RELATED GARAGE EQUIPMENT**  
**This is a non-exclusive contract.**

|                       |   |                |                        |            |
|-----------------------|---|----------------|------------------------|------------|
| <b>CONTRACT TERM</b>  | FROM  | APRIL 1, 2011  | <b>CONTRACT STATUS</b> | NEW ( )    |
|                       | TO  | MARCH 31, 2013 |                        | RENEW (xx) |
| <b>VENDOR ADDRESS</b> | AUTOMOTIVE RESOURCES, INC<br>(ARI-HETRA)<br>7251 COPPERMINE DRIVE<br>MANASSAS, VA 20109 |                | <b>ORDER ADDRESS</b>   |            |
| <b>ATTN:</b>          | TYLER N. NGUYEN   |                | <b>ATTN:</b>           |            |
| <b>PHONE:</b>         | 703-359-6265  |                | <b>PHONE:</b>          |            |
| <b>FAX:</b>           | 703-359-6405  |                | <b>FAX:</b>            |            |
| <b>E-MAIL:</b>        | webmaster@ari-hetra.com   |                | <b>E-MAIL:</b>         |            |

**PRICES:** 18.21% off current dealer list price.

**DELIVERY:** 45 days ARO

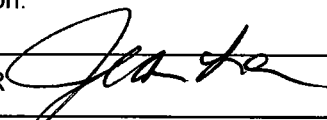
**F.O.B.:** PER CONTRACT

**TERMS:** PER CONTRACT

**REMARKS:** This contract was renewed by the lead state of Washington.

IFB/RFP No.: N/A

JEANNIE LAKE, CONTRACTS OFFICER



DATE 9/30/11

**AUTHORIZED SIGNATURE**

## VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

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This document represents an overview of the Western States Contracting Alliance Vehicle Lifts & Related Garage Equipment. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

### 1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Washington on behalf of WSCA.

### 2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Vehicle Lifts & Related Garage Equipment.

### 3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

### 4.0 CONTRACTOR LIAISON

The primary contractor contact for this participating addendum is as follows:

Tyler N. Nguyen  
ARI-HETRA, INC  
7251 Coppermine Drive  
Manassas, VA 20109  
Phone: 703-359-6265  
Fax: 703-359-6405  
Email: [webmaster@ari-hetra.com](mailto:webmaster@ari-hetra.com)

### STATE LIAISON

Jeannie Lake  
State of Montana, General Services Division, State Procurement Bureau  
125 N. Roberts, Mitchell Bldg, Room 165  
Helena, MT 59620  
Phone: 406-444-0110  
Fax: 406-444-2529  
Email: [JeannieLake@mt.gov](mailto:JeannieLake@mt.gov)

## VEHICLE LIFTS & RELATED GARAGE EQUIPMENT

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### 5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (#06405-A) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

### 6.0 CONTRACT TERM

This contract took effect on January 1, 2008, and terminate on March 31, 2009 unless terminated earlier in accordance with the terms of this contract (Mont. Code Ann. § 18-4-313.). The current renewal term is April 1, 2011 through March 31, 2013.

### 7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of seven years.

**EXHIBIT "B" PARTICIPATING ADDENDUM****PARTICIPATING ADDENDUM  
WESTERN STATES CONTRACTING ALLIANCE  
Contract 06405: Vehicle Lifts and Related Garage Equipment****A. Scope**

This contract is for use in the State of Montana, all state agencies, universities, public schools and political subdivisions of the state. The jurisdiction of a political subdivision such as a county generally includes all governmental entities within the county. Cooperative Purchases must be verified through the State Procurement Bureau or Property & Supply Bureau within the Department of Administration.

**B. Changes**

The following terms are added to this Participating Addendum:

**A. ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING**

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

**C. CHOICE OF LAW AND VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

**D. TERMINATION OF CONTRACT**

Unless otherwise stated, the State may, by written notice to the contractor, terminate this Participating Addendum whole or in part without cause.

**E. PURCHASING CARD**

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

**C. Primary Contact**

The primary government contact individual for this participating addendum is as follows:

Name Rhonda R. Grandy  
Address 125 N Roberts, State Procurement, Mitchell Building Room 165  
Telephone 406-444-3320  
Fax 406-444-2529  
E-mail rhgrandy@mt.gov

**D. Subcontractors**

The following subcontractor(s) are authorized to perform services.

NONE

This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: State of Montana  
By: \_\_\_\_\_  
Name: Rhonda R. Grandy  
Title: Contracts Officer  
Date: 1/11/07

Contractor:  Automotive Resources,  
~~By: \_\_\_\_\_~~ Inc.  
Name:  Tyler N. Nguyen  
Title:  Project Manager  
Date:  1/11/2007

Lead State: Washington  
By: \_\_\_\_\_  
Name: Kennith Harden  
Title: Assistant Director  
Date: \_\_\_\_\_