



Solicitation Number: RFP#013020

CONTRACT

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Mohawk Resources Ltd.**, 65 Vrooman Ave., P.O. Box 110, Amsterdam, NY 12010 (Vendor).

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 offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

C. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcwell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

- \$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 4/11/2020 | 6:47 AM CDT

Mohawk Resources Ltd.
DocuSigned by:
By: Steven Perlstein
D2A4E6994F644A9...
Steven Perlstein
Title: President
Date: 4/14/2020 | 10:30 AM MDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/14/2020 | 11:32 AM CDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Mohawk Resources Ltd
Address: 65 Vrooman Ave
PO Box 110
Amsterdam, New York 12010
Contact: Steve Perlstein
Email: orders@mohawklifts.com
Phone: 518-842-1431 24
Fax: 518-842-1289
HST#: 30-0131596

Submission Details

Created On: Thursday December 12, 2019 07:53:51
Submitted On: Wednesday January 29, 2020 10:56:52
Submitted By: Laurenn Hinkle
Email: laurennh@mohawklifts.com
Transaction #: 388c7fab-9866-4814-8358-cc8593931911
Submitter's IP Address: 24.97.132.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mohawk Resources Ltd
2	Proposer Address:	65 Vrooman Ave PO Box 110 Amsterdam, NY 12010
3	Proposer website address:	www.mohawklifts.com - General www.govlifts.com - Government www.govlifts.com/sourcewell - Sourcewell specific
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steven Perlstein, President PO Box 110, Amsterdam, NY 12010 sperlstein@mohawklifts.com 518-842-1431 ext 24
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Laurenn Hinkle, Contract Administrator PO Box 110, Amsterdam, NY 12010 laurennh@mohawklifts.com 518-842-1431 ext 37
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Christine O'Reilly, Controller PO Box 110, Amsterdam, NY 12010 christineo@mohawklifts.com 518-842-1431 ext 25

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HISTORY - Since 1981, Mohawk Lifts has manufactured the highest quality and safest vehicle service lifts, offering lift capacities from 7,000 to 240,000 pounds. Mohawk Lifts are proudly engineered, designed, welded, and manufactured in the USA. Mohawk is the leader in the government marketplace, on a federal, state and city level. Mohawk's popularity is based on a combination of multiple and redundant safety systems, design, construction, the most inclusive warranty in the lift industry and lifts that last a lifetime.</p> <p>Mohawk is the government sales arm for Hunter Engineering Company for over 19 years, supplying wheel service equipment (tire changers, wheel balancers, brake lathes, etc.) to all government agencies. Other value-added suppliers such as Gray Manufacturing (portable shop equipment), Westmatic large vehicle washes and Mark VII small vehicle washes. Mohawk's Sourcewell response provides much of the equipment needed in Sourcewell member repair garages.</p> <p>VALUES & BUSINESS PHILOSOPHY - Mohawk's business philosophy is to manufacture the best vehicle service lifts that incorporate the least amount of service, lowest cost of ownership and the strongest warranty (25 years on 2 post models). Mohawk is committed to US manufacturing and sourcing all products domestically. Domestic sourcing allows Mohawk to always meet the FTA's (Federal Transit Authority) Buy America requirements. As a two-time Sourcewell awarded vendor, member agencies have all told Mohawk that meeting the FTA requirements and US-made, high quality lifts are important considerations. 90%+ of lifts shipped meet ANSI/ALI ALCTV safety standard for vehicle lifts, yet the Automotive Lift Institute (www.autolift.org) only mandates 75% be certified to this North American safety standard for garage lifts.</p> <p>Mohawk serves on the Sourcewell vendor advisory council for input to always build a better cooperative for Sourcewell members, Sourcewell and all awarded vendors. Additionally, Mohawk serves with state fleet groups which aids in Sourcewell state contract adoption.</p> <p>VISION - Provide every technician with the safest, most reliable, highest quality lift, proudly Made in America, supported by a highly trained service team providing exceptional customer service and superior knowledge in navigating the government arena.</p> <p>MISSION - To thrive as the premium "Made in America" lift manufacturer proactively driving value and innovation as defined by Mohawk customers and Sourcewell members.</p>
8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>VEHICLE SERVICE LIFTS - two post lifts (light, medium and heavy duty), four post lifts, mobile column lifts, vertical rise lifts, parallelogram lifts and optional accessories that make the lifts more usable and versatile. Mohawk's offering services the smallest passenger cars or turf maintenance equipment up to the largest fire apparatus in the members' fleets. See Table 2, Exhibit 1 for a product overview of all Mohawk lifts. For product specific (lift type) brochures and other lift marketing print material, please visit www.mohawklifts.com/brochures.</p> <p>WHEEL SERVICE EQUIPMENT - tire changers, wheel balancers, brake lathes, wheel aligners, inspection systems and optional accessories for all vehicle types.</p> <p>PORTABLE SHOP EQUIPMENT - floor jacks, jack stands, tire dollies, shop presses and fluid handlers</p> <p>VEHICLE WASH EQUIPMENT - heavy duty (large vehicles) & light duty (cars) washes</p> <p>Mohawk has provided this complementary garage equipment since the first Sourcewell (then NJPA) award ten years ago.</p>
9	What are your company's expectations in the event of an award?	<p>If awarded, Mohawk's expectation as an awarded vendor (for the third time) is to have a contracting vehicle that meets the Terms and Conditions of government agencies across the United States, which can again be adopted by the states of TX, NY, OH, GA, MA, MD & NE. The contract will again be successful for Sourcewell member agencies, Sourcewell and Mohawk in delivering solutions for lift and fleet maintenance equipment to government garages nationally. A properly executed contract will assist Sourcewell member garages with volume pricing to save procurement time and dollars.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Mohawk is a financially strong, debt free, 39-year-old manufacturer that owes no bank debt, including a \$0 balance on our line of credit. See Table 2, Exhibit 2 for letters of reference from Mohawk's bankers.</p> <p>Mohawk has minimal overhead as we occupy a fully paid factory with no debt. Mohawk is a privately held \$28M company with annually audited financial statements. If copies of financial statements are needed for evaluation purposes, they will be released with the request that they are for confidential Sourcewell in-house use only, and will not be shared under any freedom of information requests from other government agencies, competitors or associated companies.</p> <p>An example of Mohawk's financial strength, on November 9, 2014 Mohawk suffered a \$1.9M fire loss causing our paint booth to be shut down for 15 weeks and welding operations to cease for six days. During this period, Mohawk's insurance company had yet to reimburse Mohawk for plant restoration, yet no Sourcewell customer had a late delivery nor did any Sourcewell member cancel a PO based on Mohawk's inability to deliver in the timeframe of the T's & C's of the contract. Being a proactive vendor, Mohawk notified our Sourcewell contract administrator immediately just in case lifts did not meet the delivery schedule promised to members.</p>
11	What is your US market share for the solutions that you are proposing?	<p>Mohawk is a small manufacturer representing only a single digit percentage of the North American lift market. The lift marketplace includes car dealers, repair shops, home-hobbyists, automotive franchise repair shops, private sector fleets and government fleets. However, in the government marketplace Mohawk is the leader, providing more lifts and equipment than other lift vendors.</p> <p>Proof of Mohawk's leadership in the government marketplace can be seen on public spend reporting compared to other lift vendors. See Table 2, Exhibit 3 for GSA and NASPO reported spend by contractor. Further, Mohawk has established more state participation agreements than any other lift vendor. Mohawk's current Sourcewell contract has seven state adoptions, Mohawk's current NASPO ValuePoint contract has 28 state participating agreements and some states have adopted Mohawk's GSA contract. No lift company has more MAS contract awards than Mohawk.</p>
12	What is your Canadian market share, if any?	<p>As a percentage of the total lift market (reported to Mohawk as a member of the Automotive Lift Institute), the Canadian marketplace is not broken out from US sales. From 39 years of experience, the Canadian market is approximately 10% of the US market & Mohawk's Canadian sales account for slightly less than 10% of domestic US sales. Still, Mohawk is a single digit percentage provided to the Canadian marketplace, yet much larger in the government marketplace.</p>
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, Mohawk Resources Ltd has never filed a petition for bankruptcy protection.</p>

14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Mohawk is both a manufacturer of vehicle service lifts & related shop equipment as well as a distributor with other garage equipment manufacturers in a long-term joint venture relationship.</p> <p>a) Evidence of Mohawk's leadership with others joint venture partners on the Sourcewell contract can be found at www.govlifts.com/Sourcewell. This website shows the different suppliers Mohawk is currently partnered with to provide equipment and services (installation, service, maintenance, inspection). Mohawk's federal GSA contract (www.gsaadvantage.gov) shows the inclusion of Hunter wheel service equipment as does the NASPO ValuePoint contract (www.naspovaluepoint.org). See Table 2, Exhibit 4 for letters from Hunter Engineering and Westmatic acknowledging their desire to again have Mohawk be the lead on the Sourcewell contract.</p> <p>The dealer network is an independently owned dealer network. These nationwide independent representatives are assigned specific geographic sales territories. Mohawk's value-added supplier partners follow the same business model of independent representatives with the exception of Westmatic (large vehicle washers), who employs their own factory direct sales, service and installation people.</p> <p>b) As a manufacturer of vehicle service lifts, the relationship between Mohawk and our national sales and service network is that of independent businesses working together to serve Sourcewell members purchasing through the Sourcewell award. Educating all resellers has proven to be a key to success. All resellers are trained on how to use the Sourcewell contract. Resellers view Mohawk's Sourcewell contract as a valuable contracting vehicle and the best way to conduct business in the government sector without the man-hours, bonding, paperwork and tying up business receivables (based on government agencies not paying upon installation as do private sector shops). The representatives of Mohawk's (and other supplier partners) sales force acknowledge that Mohawk has done all the heavy lifting once a contract is awarded and that Mohawk is the vendor of record. The "feet on the street" salesforces of Mohawk and supplier partners are all trained on using the Sourcewell contract to provide the best, most efficient service to Sourcewell member agencies while serving the members of Sourcewell and completing sales transactions. Dealers are always invited and encouraged to attend the Sourcewell GTKU as well as the Sourcewell U classes, which many have done since the award of the first contract.</p>
15	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>None of the offered products requires a license, however, over 90% of all Mohawk lifts are certified by the Automotive Lift Institute (autolift.org) to meet ANSI/ALI ALCTV standard. ANSI/ALI ALCTV is the one and only nationally recognized safety standard for vehicle lifts and related lift accessories.</p> <p>Some lift companies specialize in one lift type to meet the demands of only a single vertical market. Mohawk offers a full range of lifts with the widest variety of lift options to make all lifts more versatile to service a wider range of vehicles and specialty equipment.</p>
16	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None. Mohawk has never been suspended or debarred from doing business with any government agency.</p>
17	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>VEHICLE LIFTS – two post, four post, mobile column, vertical rise, parallelogram, scissor, alignment lifts</p> <p>WHEEL SERVICE EQUIPMENT - tire changers, wheel balancers, brake lathes, wheel aligners, inspection systems</p> <p>PORTABLE SHOP EQUIPMENT - floor jacks, jack stands, tire dollies, shop presses, fluid handlers</p> <p>VEHICLE WASH EQUIPMENT - heavy duty (large vehicles) & light duty (cars) washes</p> <p>GARAGE/REPAIR SHOP EQUIPMENT – transmission lifting tables, jacking beams, rolling jacks</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Sourcewell Legendary Leadership Award: "Exemplifying courage & exceptional leadership, forging the pathway to success for others to follow" (Table 3, Exhibit 1) • NASPO first ever Vendor of the Year Award (Table 3, Exhibit 2) • SBA (U.S. Small Business Administration) Runner up in the SBA Top 10 Small Business Awards (Table 3, Exhibit 3) • 6x winner of Motor Magazine Top 20 Tools annual award (Table 3, Exhibit 4) for lifts or lift options <ul style="list-style-type: none"> - Swing arm safety guard - Speedlane - Weight gauge - USL- 6000 Universal scissor lift - Wheel engaging lift adapters - P-7 Portable Lift • Awarded vendor of the Sourcewell contract for two 5-year terms • Multi-time awarded vendor of federal GSA schedule since 1987 • Awarded vendor of NASPO ValuePoint contract for two terms (2007-2016 and again 2017-2022) • Eight-time awarded vendor of HGAC contract since 2005 • State adoptions of the Sourcewell award in NY, MA, MD, NE, GA, TX and OH, representing over 26% of the total US population • Several DoD (Department of Defense) National Stock Numbers (NSN's, also known as NATO stock numbers) for Mohawk and Hunter. To receive an NSN, a manufacturer must loan (at no cost) a DoD facility the lift for one year of testing. After initial installation and training, no contact can be made with the base or shop personnel while they conduct testing, assuring an impartial evaluation, which results in the assignment of an National Stock Number. Mohawk has eight different lift models that have received a coveted NSN number and Hunter has seven. https://govlifts.com/mohawk-lift-national-stock-numbers-n-s-n/ • Awarded four US Patents by the United States Patent & Trademark Office (USPTO) related to lifts; lift safety, versatility, speed and technician efficiency. See Table 3, Exhibit 5 for product brochures. The patents are: <ul style="list-style-type: none"> - Turf Kit (allows an automotive lift to instantly become a turf maintenance service lift) - Speedlane (allows a two post frame engaging lift to become an instant drive-on lift) - Wheel engaging Adapter (allows a two post frame engaging lift to instead lift by the tires) - Hydraulic safety synchronization (additional redundant safeties beyond the ANSI/ALI ALCTV safety standard) • Mohawk is the acknowledged industry sales leader to the government marketplace • Mohawk lifts are in use at NASA, Space-Ex, NASCAR, Rolls Royce, Boeing, AT&T, Verizon, Disney, Universal Studios, The Secret Service and many other and government agencies. See Mohawk lifts in the Presidential Limo Garage Lift at www.youtube.com/watch?v=c87fzm8Jqu4. Some custom lift applications can also be seen in Table 3, Exhibit 6. 	*
19	What percentage of your sales are to the governmental sector in the past three years	Mohawk's sales to government vs. private sector (car dealers, repair shops, service stations, homeowners, and industry) are approximately 25-30% government vs. 70%-75% private sector fleets. When combined with our value-added suppliers, Mohawk's total government sales increase to approximately 60%.	*
20	What percentage of your sales are to the education sector in the past three years	The split is 72% to the government sector and 28% to the education sector of total government sales.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell awarded vendor for two 5-year contracts (2010 & 2015)</p> <p>2019 - \$7,244,899 2018 - \$5,680,315 2017 - \$6,574,161</p> <p>NASPO awarded vendor for one 10-year contract (2007) and one 5-year contract (2017)</p> <p>2019 - \$5,977,825 2018 - \$4,094,547 2017 - \$2,021,664</p> <p>HGAC awarded vendor for eight 2-year contracts (2005, 2007, 2009, 2011, 2013, 2015, 2017, 2019)</p> <p>2019 - \$499,470 2018 - \$703,449 2017 - \$223,945</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA Contract #GS-07F-207AA</p> <p>2019 - \$1,917,751 2018 - \$1,685,320 2017 - \$1,771,005</p> <p>The above figures represent calendar year sales unlike Table 2, Exhibit 2, which represents federal fiscal year sales.</p>	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcewell membership.

Entity Name *	Contact Name *	Phone Number *	
State of Alaska See Table 4, Exhibit 1 for reference/testimonial letters	Jason Soza	907-723-8586	*
State of Delaware Department of Transportation See Table 4, Exhibit 1 for reference/testimonial letters	George Unkle	302-760-2407	*
United States Department of Defense See Table 4, Exhibit 1 for reference/testimonial letters	Eric Adams	518-355-0425	*
New York City Department of Sanitation (DSNY)	Rocky D'Rico Deputy Commissioner	646-235-3165	
New York City Police Department (NYPD)	Robert Martinez Deputy Commissioner	646-610-7397	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Metropolitan Atlanta Rapid Transit Authority (MARTA)	Government	Georgia - GA	Westmatic vehicles washers Mohawk two post lifts Installation	\$713,000 \$46,000 \$42,500	\$801,500
Orange County Public Works	Government	California - CA	Mohawk vertical rise lift Hunter wheel service equipment Installation	\$121,500 \$72,500 \$8,500 \$6,000	\$208,500
Pinellas Suncoast Transit Authority	Government	Florida - FL	Mohawk parallelogram lifts Hunter wheel service equipment Installation	\$52,000 \$250,500 \$13,000 \$182,000 \$8,000	\$505,500
School Board of Miami-Dade County	Education	Florida - FL	Westmatic vehicle washers Mohawk parallelogram lift Hunter wheel service equipment Installation	\$14,000 \$238,000 \$110,000 \$238,000 \$226,500	\$826,500
USPS (Multiple Locations)	Government	District of Columbia - DC	Mohawk two post lifts Mohawk four post lifts Mohawk mobile column lifts Hunter wheel service equipment Installation	\$23,500 \$7,000 \$5,000 \$13,000 \$8,500 \$8,500 \$6,500 \$8,500 \$7,000 \$7,000 \$6,500 \$1,000 \$73,000 \$8,500 \$8,500 \$4,000 \$9,000 \$7,000 \$8,500 \$9,000 \$9,500 \$4,500 \$6,500 \$3,000 \$9,000 \$9,000 \$232,000 \$9,000	\$512,000

Table 6: Ability to Sell and Deliver Service

Describe your company’s capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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25	Sales force.	<p>Mohawk has an in-house sales staff dedicated to selling Mohawk Lifts and assisting our national resellers and other supplier partners through the Sourcewell contract. All in-house sales staff has attended the Sourcewell GTKU's, four have attended Sourcewell U and two senior staffers have attended H2O on multiple occasions.</p> <p>Mohawk's external sales force consists of 141 different independent dealers and/or resellers, each responsible for their own geographic area. This group continues to grow with newly trained, stocking resellers in Minnesota, Sacramento, Virginia and Maryland, all having recently joined Mohawk within the past seven months. Dealers have inventory of the most popular lifts which speeds delivery to Sourcewell members.</p> <p>Mohawk's government sales training is extensive for Mohawk in-house sales staff, dealer reps and the sales reps of other value-added suppliers. Each supplier partner has its own specific sales forces ranging from 440 independent sales reps of Hunter Engineering to Westmatic's national sales staff, who handle Sourcewell member sales in coordination with Mohawk's in-house sales staff.</p>
26	Dealer network or other distribution methods.	<p>Mohawk's dealer network is assigned sales leads by geographic area and tracked through Mohawk's CRM program. Dealers receive detailed government sales training, continual webinars, and a regular stream of government-oriented sales memos and trade magazine stories about cooperative procurement to ensure proper use of the Sourcewell contract. For example, Mohawk made 23 trips to Hunter headquarters, drove to three regional locations, and held after-hours sessions at tradeshow and seminar to train the 31 different Hunter regions in 2018.</p> <p>Mohawk's standard practice, prior to accepting a PO from most government customers, is a visit to the facility by a trained sales representative. During the visit, the rep performs a site and fleet survey to verify the lift (or other equipment) is correct for the vehicles in the fleet and that the equipment fits the facility, with adequate concrete on the garage floor to safely install a lift, adequate electricity to operate the lift and plenty of ceiling height with no obstructions to fully raise all vehicles.</p> <p>Mohawk resellers are dedicated to selling Mohawk lifts. These national resellers are stocking resellers of the most popular lifts. Stocking resellers allow for immediate delivery and installation after a Sourcewell member purchase order is issued. To maintain contract compliance and assure Sourcewell administrative remittance fees, all purchase orders are issued to Mohawk, as the vendor of record, and then the reseller's local inventory is accessed to deliver the lift.</p> <p>Less common "built to order" (BTO) lifts can require 120-150 days lead time after receipt of order and are not locally stocked. It is not a lift industry standard for resellers or manufacturers to have built to order lifts in inventory.</p>
27	Service force.	<p>Mohawk is committed to providing prompt and reliable service nationally. Prompt service responses are a mandate of all multiple award schedules. This service standard is achieved using a collaborative service approach which coordinates our in-house service department with our network of authorized service providers.</p> <p>Mohawk's dealer network and service depots provide valuable service support to Mohawk's customers nationally. These service depots, like most all garage equipment manufacturers, are independent businesses contracting their services (installation, inspection, repairs and maintenance) to various equipment manufacturers and their customers. This network is a vital part of ensuring all of Mohawk's customers receive prompt and reliable service from a local service provider.</p> <p>Mohawk's parts department is committed to fulfilling parts orders within 24 hours. All replacement parts are readily available for routine orders through Mohawk or an authorized service depot. A list of the most common parts with pricing is available at www.mohawklifts.com/commonparts. Mohawk also maintains a dedicated website of operation manuals, parts, service, installation and troubleshooting at www.mohawklifts.com/ops.</p> <p>Each of our supplier partners has its own service force ranging from as many as 400+ independent service reps of Hunter Engineering to as small as Westmatic's national service staff who handle all installation, maintenance and repair service needs of Sourcewell members.</p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Mohawk's customer service procedure provides organizational guidance on how to handle customer inquiries and/or issues. Mohawk has protocols for gathering customer information and fielding the inquiry to the appropriate internal department. For example, if the inquiry is regarding the purchase of a lift or questions about a lift and/or options, the inquiry is forwarded to Mohawk's in-house sales team and/or local dealer. If the nature of the customer contact is operational, technical or requires service, the customer is forwarded to our service department. If the customer contact regards ordering a replacement part, the customer is sent to our parts department. General customer service questions, such as order status or delivery information, are fielded by our sales support staff. Mohawk's in-house staff then coordinates with the local dealer to facilitate customer service and address any sales or service needs.</p> <p>Mohawk believes in providing prompt attention and timely responses to all customer inquiries. Most inquiries are resolved the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the task is completed to full customer satisfaction.</p> <p>Mohawk encourages all office and production staff to take "ownership" of their work and believes in incentivizing employees to maintain high quality products and service. Mohawk measures performance through service calls, missing parts orders and/or production delays. When goals are reached, Mohawk rewards employees with company luncheons, branded apparel items and other giveaways. See attached photo of Mohawk employees in their new jackets at the most recent company luncheon in January 2020 (Table 6, Exhibit 1).</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no areas or market segments of the United States or Canadian markets not served. Nationwide sales, service and installation are a requirement of Mohawk's GSA contract. This sales & service area includes Alaska, Hawaii and all Canadian provinces.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no member sectors or market segments where the Sourcewell contract will not be fully promoted and utilized. Mohawk has a ten-year proven performance record of business promoting the Sourcewell contract and serving Sourcewell members from states, political subdivisions, higher education and other government and educational sectors. Mohawk serves three other cooperatives, yet Sourcewell is the preferred contract nationally. There are no limitations imposed by other government contracts.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	No contract requirements or restrictions apply to Sourcewell members in Hawaii, Alaska and US territories with the exception of additional shipping charges beyond the 48 continental US states, as detailed in question 60.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Mohawk's marketing materials include:</p> <ul style="list-style-type: none"> • A dedicated Sourcewell website www.govlifts.com/Sourcewell. • Sourcewell contract quote template with Sourcewell logo, contract number, effective date (Table 7, Exhibit 1) that is used by all distributors and posted on a secure, internal Mohawk Extranet and CRM. The Sourcewell template is also used by all Mohawk value-added suppliers. • Trade magazine stories on cooperative procurement that feature Sourcewell and its website. See Table 7, Exhibit 2 for some cooperative procurement articles examples. • Sourcewell tri-fold brochures for Mohawk, Hunter and Westmatic, distributed by Mohawk resellers and value-added supplier resellers to prospective buyers (Table 7, Exhibit 3). • Promotion of the Sourcewell contract at several of the industry trade shows (Table 7, Exhibit 4). • Joint Hunter/Mohawk abbreviated product catalog with an educational cooperative procurement article that highlights the different multiple award schedule (MAS) contracts (Table 7, Exhibit 5). • Sourcewell logo on all Mohawk distributed brochures. See circled Sourcewell logo on last page of brochure (Table 7, Exhibit 6). All brochures are also available on www.mohawklifts.com/brochures. • To promote state adoptions of the Sourcewell contract, Mohawk attends certain state government fleet and state purchasing seminars. • Sourcewell co-exhibits with Mohawk and Hunter at the Work Truck Show in Indianapolis, based on a multi-year waiting list and Sourcewell's inability to get booth space (Table 7, Exhibit 7) • Fiscal year-end marketing mailers and email blasts 	*

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mohawk's Sourcewell website, www.govlifts.com/Sourcewell, displays all details of the Sourcewell contract (Table 7, Exhibit 8). This simple website is geared to the automotive technicians and fleet directors who are the start of the member purchasing process. On this page, Sourcewell members can see:</p> <ul style="list-style-type: none"> • A complete listing of products, part numbers and descriptions • List price and discounted and delivered pricing under contract • Links to the specific product, enabling Sourcewell members to read more about the specific product • A full set of contract terms and conditions (freight terms, payment terms, quantity discounts, lead times, etc.) • A member search tool • A link to an online Sourcewell member application • AASA letter of endorsement • Other government-oriented information and resources (left side navigation area) applicable to government users, such as MEEP evaluations, NSN's, NAVFAC letter, etc. <p>RE: www.govlifts.com/Sourcewell Public procurement should always be crystal clear & transparent. Mohawk feels it's important to give Sourcewell members full pricing transparency. Mohawk's website links to the Sourcewell award to make members more comfortable in using Mohawk as the awarded Sourcewell vendor. On occasion, non-awarded competitors of different brands view Mohawk's prices and then provide a proposal as little as .01 cent less (i.e., NH Dept of Corrections). Mohawk sometimes loses to these non-awarded suppliers, yet their prices don't account for the Sourcewell administrative remittance.</p> <p>Mohawk uses a variety of digital and electronic marketing method to reach government customers. This includes:</p> <ul style="list-style-type: none"> • Sourcewell contract in e-blasts sent to opt-in subscribers of trade magazines, such as Fleet Maintenance, Government Fleet and American City & County. • E-blasts to Mohawk's proprietary government database, which feature the contract and links back to the Mohawk/Sourcewell webpage, • All Mohawk resellers and value-added supplier resellers bookmark Mohawk/Sourcewell webpage on their smart phones or tablets • Mohawk uses a Sourcewell specific quote template. • All brochures include the Sourcewell logo (digital editions) www.mohawklifts.com/brochures • Additional photos of each product in use featured on Mohawk's photo website at www.mohawklifts.com/pics • Detailed specifications can be accessed at www.mohawklifts.com/specs • Mohawk lift common parts can be found at www.mohawklifts.com/commonparts • Operations, installation, troubleshooting and maintenance manuals can be seen at www.mohawklifts.com/ops • A secure site for Mohawk resellers is www.mohawklifts.com/extranet • Constant Contact for communicating with all government customers • Fiscal year-end marketing e-blasts to facilitate fiscal year-end sales ("Use It or Lose It" funds) and promote next year's purchase <p>Mohawk maintains a presence on the following social media platforms:</p> <ul style="list-style-type: none"> • Facebook - https://www.facebook.com/mohawklifts/ • Twitter - https://twitter.com/MohawkLifts1981 • Linked In - https://www.linkedin.com/company/mohawk-lifts/?viewAsMember=true • YouTube - https://www.youtube.com/user/mohawklifts/videos <p>With 26.6k followers on Facebook, Mohawk ranks #2 in the number of followers of all lift companies (Table 7, Exhibit 9). Mohawk also has a high user engagement percentage in respect to other lift companies on LinkedIn. Mohawk's social media icons listed on all website pages, which has increased following and customer engagement (Table 7, Exhibit 10).</p> <p>Mohawk uses various types of pay-per-click, digital media advertising, such as Google Adwords or Facebook Sponsored Ads to promote digital engagement.</p>
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34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>The Sourcewell contract is a sales tool to facilitate government sales nationally. The Sourcewell staff provides assistance when needed and Sourcewell videos help our sales teams and member agencies understand the contract process. Sourcewell's national advertising through print, online and at trade shows further promotes brand awareness of the contract. The Sourcewell website helps agencies become members and makes it easy for dealer sales reps to help increase membership, therefore providing purchasing solutions to government agencies (vs. having to go out to bid).</p> <p>Integration of a new Sourcewell award means re-establishing the current Sourcewell state adoptions. Mohawk has the proven ability to convert states and cultivate new state adoptions. For example, New York, Nebraska and Georgia were once NASPO-based state contracts but Mohawk converted these states to a Sourcewell-based contract. Massachusetts had a long-standing state vehicle lift contract, yet adopted the Sourcewell contract instead of going out to bid. Ohio and Texas were long-term GSA-based contracts and these states have now switched to the Sourcewell contract as a basis of award. Maryland also adopted the Sourcewell award to establish its first-ever vehicle lift contract.</p> <p>Once awarded a contract, Mohawk's responsibly is to proactively market and sell using the contract vs. expecting the phone to "ring with orders." Mohawk is a manufacturing and marketing firm that markets our awarded Sourcewell contract.</p> <p>Mohawk takes advantage of the H2O conference by sending a representative for continued learning, networking and strategizing with other vendors. At times, Mohawk has been empaneled by Sourcewell to help other Sourcewell vendors with the success of their contract. Steve Perlstein is also a member of the Sourcewell vendor advisory council.</p>	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is not available because Mohawk products do not "fit" an e-procurement ordering process. It is not feasible because Mohawk's dealer network conducts site and fleet surveys, which cannot be done on an e-procurement site. The site survey assures the lift being ordered will fit the facility (track lengths, ceiling height, floor thickness, etc.) while the fleet survey assures that the equipment being considered is the proper style, type and capacity for the member agency's application.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Some members order lift installation. If ordered, Mohawk's area reseller will install the lift and train the technicians on proper use and operation of the equipment.</p> <p>After the sale, should a Sourcewell member require additional training for a new technician, an annual ANSI-required lift inspection, or annual operator training (also required under the ANSI safety regulations), the Mohawk dealer network provides these services.</p> <p>For Hunter products, the contract price includes technician training. The most popular Hunter products purchased through Mohawk include advanced technician training vouchers (training certificates) to attend high level training classes at one of 33 national training sites.</p> <p>Other value-added supplier partners have varying degrees of training, ranging from the Westmatic bus washers which include operator and in-house maintenance staff training to Gray floor jacks which require no training (jacks are shipped assembled and ready to use).</p>	*

37	Describe any technological advances that your proposed products or services offer.	<p>Mohawk's technological advantages relate to added operator safety, greater versatility, increased efficiency and productivity and the ability of Mohawk lifts to fit where others will not. Examples include:</p> <p>a) Speedlane* – This option allows a two post frame engaging lift to become an instant drive-on lift. The Speedlane increases efficiency and productivity because technicians no longer have to position each swing arm under the lifting points of a car, meaning vehicles get in and out of the shop faster. The Speedlane also provides a more secure lifting platform. The increased safety of the Speedlane is popular amongst Vo-Tech teachers who instruct inexperienced students that may be less careful than experienced technicians in proper swing arm placement. (Table 8, Exhibit 1)</p> <p>b) Turf Kit* – This option allows an automotive lift to instantly become a turf maintenance service lift versus the need to purchase a dedicated turf maintenance only lift. No turf lift will service a car and Mohawk's turf kit provides the versatility to service both in a single lift. The turf kit is important to Sourcewell members as so many service vehicles and turf maintenance equipment. (Table 8, Exhibit 2)</p> <p>c) Wheel Engaging Adapters* – This option allows a two post frame engaging lift to convert to a wheel engaging lift in less than five minutes, allowing the vehicle to be raised by the tires. This reduces the set-up time of a technician positioning the swing arms each time a vehicle is raised and increases operator safety. This option also creates an ideal vehicle storage lift. (Table 8, Exhibit 3)</p> <p>d) Hydraulic Safety Synchronization* – This standard two post lift feature provides additional redundant safeties beyond ALI safety standard and allows for installation of lifts where other lifts will not fit. Hydraulic synchronization eliminates the need for wire ropes to raise and lower lifts, allows for in-floor hydraulic lines that leave a clear floor and clear overhead work area, and permits a Mohawk lift to be installed wider or narrower than standard to accommodate end users' diverse needs. (Table 8, Exhibit 4)</p> <p>e) Weight Gauge* – This option verifies the technician has lowered the lift onto the mechanical load holding devices (locks), providing added safety. The weight gauge can also be used as a diagnostic tool to indicate a lift is overloaded, i.e., an 11,000 lb. truck on a 10,000 lb. rated lift, or a vehicle is overloaded. (Table 8, Exhibit 5)</p> <p>f) Mohawk's options are designed to service the broadest range of vehicles. If an option doesn't have the capacity to raise the vehicle, it's a worthless option. For example, a Mohawk mobile column lift fork truck adapter has a 26,000 lb. capacity. Other companies rate this option at 6,000 or 7,500 lbs. yet very few fork lifts weigh only 7,500 lbs. (Table 8, Exhibit 6, top center photo).</p> <p>A second example, in 2017 at the NTEA Work Truck Show (attended by Sourcewell), Mohawk learned every GM truck dealership needed a 25,000 lb. capacity lift. Mohawk already offered several lifts to satisfy this requirement. At the time, the front to rear mobile column bumper adapters were only certified at 24,000 lbs. Mohawk chose to re-certify at 26,000 lbs. to meet the markets' needs. Mohawk would not have had this info early had we not been a ten-year exhibitor of the Work Truck Show. No other lift manufacturer offers this option in a 26,000 lb. capacity. (Table 8, Exhibit 6, top left photo).</p> <p>g) Mohawk's Engineering Department designs custom/specialized equipment, lifts or options to meet the diverse needs of end users. For example, Mohawk designed a custom length four post drive-on lift with extra capacity for Sourcewell member, New York City Fire Department (Table 8, Exhibit 7).</p> <p>h) As the sole source lift supplier to General Motors facilities (not dealerships but GM headquarters) and specific divisions such as GM Experimental Engineering, Ford HQ and Mercedes, Mohawk is kept abreast of forthcoming technological changes. The vehicles in these facilities are ten years away from being introduced. As such, when a future vehicle requires a modification to the lift, Mohawk knows these changes will be needed for new vehicles. For example, in 2018 GM pick-up trucks required a special lift pad. These new pads were designed and shipped by Mohawk many years before the new model truck became available to the public. See Table 8, Exhibit 8 circled image of the GM style lift pad.</p> <p>*No other company offers these ALI certified lift options or in the needed capacities.</p>
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38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>There are no green certifying agencies for vehicle lifts. However, Mohawk manufactures lifts that last much longer than other lifts to reduce the amount of replacement lifts, parts and waste/scrap directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing processes, including reusing and recycling of shipping materials and components, high efficiency lighting and heating, low VOC paint systems, energy efficient compressed air equipment, streamlined and reusable packaging methods and sourcing from local suppliers, among others. See Mohawk's Sustainability Initiatives brochure that discusses product lifecycle, supply chain management, facility and people, and recycling and waste (Table 8, Exhibit 9). Below are some examples:</p> <p>a) Reducing the amount of replacement parts and wear/maintenance items added to the waste stream by building the best lifts with no wear components.</p> <p>b) Manufacturing long lasting lifts with a 25-year warranty (versus two years) so the lift doesn't go to the steel recycling yard. The more expensive initial price also means the lowest cost of ownership of any lift. TCO or Total Cost of Ownership is the measure by which fleet managers select vehicles, and the same way they select vehicle lifts.</p> <p>c) Ensuring the smallest possible amount of packaging material on each lift as packaging material ends up in the landfill. For example, a 10,000 lb. capacity two post lift that weighs 2,500 lbs. has less than 10 lbs. of trash. See Table 8, Exhibit 10 for comparative photos of Mohawk vs. competitor 10,000 lb. capacity two post lifts packaging waster.</p> <p>d) Reusing shipping brackets on mobile lifts in exchange for free weight gauge option on the lifts (saves steel, uses less power, less welding smoke, less paint) and designing shipping brackets on all two post lifts to serve as a secondary purpose of a lift component (a carriage stop). See Table 8, Exhibit 11 for DeIDOT example regarding shipping tube recycling credit.</p> <p>e) Recycling all pallets, plastic, cardboard and paper waste generated in the factory and office.</p> <p>f) Eliminating cardboard waste by implementing a system of shipping reusable wire containers to and from suppliers.</p> <p>g) Sourcing all US-made steel and locally sourcing machine shop components with US steel, thus saving on transportation costs and assuring quality components.</p> <p>h) Recycling all steel, electric motors and hydraulic cylinders to keep as much as possible out of the landfills.</p> <p>i) Re-lighting the entire Mohawk factory with high output/low energy LED lighting and replacing old wood covered windows with glass to "harvest" daylight.</p> <p>j) Installing 15 high efficiency heaters that use 1/3rd the natural gas as the old units.</p> <p>k) Replacing a factory air compressor with a low energy rotary screw air compressor.</p> <p>l) Implementing a new paint system for a more durable finish with a lower VOC (volatile organic compound) paint.</p> <p>m) Working with NYSERDA (New York State Energy Research and Development Authority) for investments to lower Mohawk's monthly energy usage.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>There are no third-party certifications for steel manufactured products nor are there third-party lifecycle testing labs that issue green certifications. Even with efforts detailed in Question 38, there are no "green certifying agencies" that can award Mohawk (a steel fabricator) with the "green" certification or rating.</p> <p>However, as a manufacturer, Mohawk meets New York's strict environmental laws, including welder breather respirators. Mohawk's General Manager, James Landi, is an MBA graduate of Cornell University Global Sustainable Enterprise, who continually seeks new ways to increase Mohawk's sustainability and reduce Mohawk's impact on the environment.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Mohawk is a federally certified small business.</p> <p>For nine years, until recent changes in zoning by the federal government, Mohawk was a federally certified HUB Zone manufacturer, meaning Mohawk was in an urban industrially under-utilized economic area.</p> <p>Mohawk participates with women owned businesses and minority owned businesses as qualified by different state agencies, which include New York, Pennsylvania, Washington, North Carolina, South Carolina and Virginia, among others.</p> <p>Mohawk purchases steel from a local, New York certified SDVOSB (Service-Disabled Veteran Owned Small Business). Mohawk's human resources and sales consulting firms, printing company and promotional clothing supplier are also certified disadvantaged businesses. Mohawk's Commonwealth of Massachusetts and New York State contracts mandate an annual percentage of MBE/WMBE business participation. Mohawk has always exceeded the MA and NY (both Sourcedwell adoptions) socio-economic mandates.</p>
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41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?</p>	<p>Mohawk offers the following unique lift industry attributes:</p> <p>QUALITY – Mohawk uses heavy welded fork lift mast construction for columns, others use much lighter (flimsy) bent sheet metal. Mohawk uses sealed roller bearings vs. high wear plastic sliders. Mohawk lifts use stainless steel hydraulic lines vs. rubber hoses, which age, crack and break regularly. Mohawk lifts are designed with leaf chain or direct drive, other lifts employ wire rope lifting cables which stretch, fray, wear and need regular replacement. For comparative lift quality differences, please refer to Table 8, Exhibit 12 of two post and mobile column comparisons, which help uninformed lift buyers differentiate Mohawk from other brands. See Table 8, Exhibit 13 Exhibit for NAVFAC Directive regarding lifts that use wire rope.</p> <p>WARRANTY - Mohawk's 25-year structural warranty on two post lifts provides Sourcewell members with the best value for their procurement dollar and, by far, the longest warranty in the lift industry.</p> <p>SAFETY – Mohawk offers safety features that other companies do not, such as multiple redundant safety systems, wider bases for a considerably more stable lift, weight gauges to verify the lift is lowered onto the locks or even foam head guards to protect a technician from accidentally banging their head into the steel of a swing arm.</p> <p>PRODUCT LONGEVITY – Mohawk Lifts equate to the lowest cost of ownership.</p> <p>US MATERIAL SOURCING – Mohawk purchases quality US made steel and components, not cheap Chinese made steel, machined parts or questionably welded off shore components.</p> <p>VALUE-ADDED SUPPLIERS – Mohawk has long-term relationships with other high quality, value-added suppliers to offer a complete contract solution with a full range of products (i.e., Hunter wheel service equipment, Westmatic vehicle washers, Gray portable shop equipment, etc).</p> <p>INTEGRATED SOLUTIONS – Mohawk has the ability to provide Sourcewell members with complementary equipment that can be integrated within a lift to provide a full-service solution. For example, Mohawk four post and vertical rise lifts can be manufactured with alignment cut-outs to accommodate Hunter turnplates, allowing alignment functionality to be incorporated directly into the lift (Table 8, Exhibit 14).</p> <p>ALI CERTIFICATION - 90% certified lifts & certified options with the largest capacity range of any lift manufacturer. Certification includes Hunter and Gray lift products. ALI Certification is the only recognized safety standard for vehicle lifts.</p> <p>PERFORMANCE – Outstanding product performance and proven contract Sourcewell performance history with the ability to establish multiple state adoptions.</p> <p>MARKETING – Mohawk attends various government-oriented trade shows, many of which Sourcewell also attends and can attest that other lift vendors are not present. All Mohawk literature carries the Sourcewell logo, Sourcewell flags are displayed at Mohawk's booths and a dedicated website to easily show technicians and procurement professionals the details of Mohawk's contract (www.govlifts.com/sourcewell).</p> <p>SERVICE ORIENTED - A manufacturing company that is responsive to Sourcewell and Sourcewell member needs, who practices and believes in cooperative procurement and building a better procurement cooperative. These items include a member search on our website, ideas for Sourcewell flyers and marketing materials, trade show attendance, introducing potential agencies to Sourcewell for membership.</p> <p>EDUCATION – Mohawk teaches all resellers and supplier partner sales reps how to be successful using the Sourcewell contract award. Mohawk has served on education panels at the H20 conference to educate other Sourcewell vendors.</p> <p>STATE ADOPTIONS – Mohawk is dedicated to establishing state level adoptions of the Sourcewell contract as exemplified by the current adoptions in seven states.</p>	*
42	<p>Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.</p>	<p>Mohawk has three dealers in Canada and all have been trained on using the Sourcewell contract. Mohawk has introduced potential Canadian member agencies to the Sourcewell booth during trade shows where both Mohawk and Sourcewell were exhibiting and with our dealers in the field.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes. Different lift types have different warranty lengths. The longest is a 25-year warranty on the most popular two post models which also includes a 10-year mechanical moving parts warranty. Please see Table 9, Exhibit 1 for Mohawk's warranty. Different value-added suppliers have different product-specific warranties.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No. There are no usage limit warranties.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. For service repairs within the warranty period, the reseller network invoices Mohawk for time, mileage and service work performed.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	There are no places in North America Mohawk isn't able to sell, deliver, install or service the products. The same applies to all value-added suppliers. Similar to Mohawk's federal GSA schedule contract, national sales and service coverage lends to a decision-makers "comfort" in buying from Mohawk. Likewise, Canadian Department of National Defense, with bases as far north as CFB Alert (200 miles south of the North Pole and the world's most northerly year-round inhabited location) or CFB Cold Lake Alberta, continue to buy and use Mohawk Lifts. Private sector customers in Prudhoe Bay, Alaska or Guam buy Mohawk because Mohawk lifts are designed for durability and minimal maintenance.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The OEM's, Mohawk's value-added supplier partners – Hunter, Gray, Westmatic, Mark VII, cover warranty service directly with the end user for their specific equipment. Mohawk is aligned with only the highest quality manufacturers in their respective fields.
48	What are your proposed exchange and return programs and policies?	Restocking fee 15% plus return freight on standard, non-built-to-order lifts and options. The equipment must be new, unused, undamaged and in its original packaging. Mohawk goes to great lengths to prevent mistakes in ordering and to avoid returns. Data sheets (Table 9, Exhibit 2), site surveys, and fleet surveys, performed by local representatives, are used as safe guards to ensure the correct equipment is being ordered for the facility. Data sheets are required for all built to order lifts. Please note the member signature and Mohawk reseller's signature on each data sheet. On rare occasions, a new lift is damaged in transit. Mohawk's solution is to replace the damaged lift and enter a claim with the freight carrier for damages.
49	Describe any service contract options for the items included in your proposal.	No service contracts are offered by Mohawk or our value-added supplier partners. Sourcewell members often arrange with the local Mohawk dealer to perform annual lift inspections and technician training.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Standard payment terms are Net 30 days from the invoice date.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcwell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcwell webpage (www.govlifts.com/Sourcwell). For Sourcwell members who seek financing, Mohawk assists with processing the request.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell Members' purchase orders.	<p>Order Process</p> <p>a) Mohawk or dealer creates a proposal (quote) after determining the Sourcwell member needs</p> <p>b) Mohawk or dealer gives the proposal to the fleet manager and/or purchasing department</p> <p>c) Member issues purchase order directly to Mohawk as the vendor of record</p> <p>d) Mohawk notifies local reseller or supplier partner to deliver the equipment</p> <p>e) Mohawk invoices the member</p> <p>f) Mohawk remits quarterly Sourcwell administrative remittance</p> <p>As the awarded vendor of record, Mohawk processes all orders and transactions. If an order is received by our resellers or supplier partners, it is forwarded to Mohawk for processing. As such, Mohawk has complete control and access to every transaction by every Sourcwell member and is able to submit timely and accurate quarterly sales reporting, as has been the case for ten years.</p> <p>Dealers do not accept purchase orders, dealers sell, Mohawk handles the paperwork trail to ensure contract compliance, sales reporting and Sourcwell administrative remittance.</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell Members for using this process?	<p>Yes, Mohawk accepts P-cards for payment.</p> <p>No, there are no additional costs associated with the use of P-cards.</p>

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>For Mohawk, there is one discount percentage off of list price. For Hunter, discounts vary based on the product category of light duty or heavy duty products. For all other supplier partners, there is one discount percentage off of list price.</p> <p>All prices include delivery to Sourcwell members in the 48 continental states. Please refer to question 60 for details regarding additional freight charges for members outside of the continental US.</p> <p>As in the previous ten years, all prices include the proposed 1.4% Sourcwell administrative remittance.</p> <p>Every product has a part number (SKU), which is included in the uploaded price list for each supplier.</p>
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Mohawk Resources Ltd – 15.6758% off list price</p> <p>Hunter Engineering – Light Duty Products 21.9067%, Heavy Duty Products 10.7505%</p> <p>Gray Manufacturing – 10.768% off list price</p> <p>Westmatic – 10.768% off list price</p> <p>Mark VII - 5.191% off list price</p>

56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Mohawk Two Post Lifts ONLY. All quantity discount offers are based on one shipment, to one location, shipped on one invoice. Quantity discounts are as follows:</p> <ul style="list-style-type: none"> a) 5% for any single order of 6+ units (7,000 to 18,000 lb. models only) b) 10% for any single order 12+ lifts (7,000 to 18,000 lb. models only) c) Model LMF-12 pricing on the model TP-16 if 3+ lifts are ordered <p>Mohawk understands the Sourcewell contract is a ceiling-based price, yet at times, and with the advanced knowledge of our contract administrator, Mohawk occasionally offers larger discounts for volume purchases or to accommodate budgetary constraints.</p>
57	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>Pricing on “open market” products from suppliers on the Sourcewell award (new products, from existing suppliers, not yet added to the Sourcewell contract) will be calculated using the same methodology for contract items for the specific supplier. See response to Question 55 for discount percentages by supplier.</p> <p>At member request, pricing on “sourced” products is calculated at cost plus 10% plus the 1.4% administrative fee.</p> <p>Standard installation is lift type and facility dependent, when installing a lift in an empty garage bay. When requested, installation is quoted as a separate line item by the local dealer and added to Mohawk’s Sourcewell proposal. Lifts are simple to install with some members installing their own lifts, while some are delivered fully assembled and ready to operate. Self-installation by a member has no effect on the warranty.</p> <p>There are certain special conditions that go beyond a “normal” installation and considered a “nonstandard option.” These consist of:</p> <ul style="list-style-type: none"> a) If a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk (and/or our local dealer) to pour a new concrete floor. b) If an agency asks for electrical to be routed to the lift. Mohawk and/or our local dealer find a licensed electrician in a given area. This situation is rare, as most members have an electrician on staff or an awarded electrician. c) If a lift is ordered and there’s another lift already in that garage bay, at times Mohawk is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift) and then install the new Mohawk lift. In some cases, Mohawk is also requested to disassemble and dispose of an existing lift. d) Certain models of lifts or options require air to operate the safety lock releases. Some lift options, such as rolling jacks, scissor lifting tables or tire dollies, require air. At times, the Mohawk dealer may have to route 20’ or 120’ of air lines. The cost is facility dependent. <p>Items A-D are always facility and/or member specific and can occur with all the equipment offered on this response. These nonstandard services are quoted as a separate line item by the local dealer and added to the Sourcewell member’s proposal. Hunter equipment comes full installed, less electrical or air routing if not on site.</p>

58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Installation and training of Mohawk lifts is not included and is optional. Installation is a separate cost and quoted as a separate line item by the local dealer as part of the Sourcwell proposal, when requested.</p> <p>Installation and training of Hunter equipment is included in the contract price of Hunter products.</p> <p>Installation and training of Westmatic and Mark VII equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcwell proposal.</p> <p>For a more detailed breakdown of any separate costs, please refer to the Question 57 response above.</p>	*
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Like Mohawk's federal contract, freight is included in the contract price for Sourcwell members in the continental 48 US states with terms of FOB Destination.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>To service the non-CONUS (continental U.S.) Sourcwell members, Mohawk's policy is to ship freight prepaid, FOB destination to the ports of Seattle, Long Beach, or Miami. The Mohawk RFP response includes freight to these ports or the Canadian border. Sourcwell members in these remote areas are accustomed to paying ocean freight charges and understand that freight is an additional cost beyond the standard discounted contract price.</p> <p>For Canadian members, Mohawk pays the freight to the US/Canada border where the member becomes responsible for additional freight charges to any of the provinces and the final destination. Canadian members must become the importer of record and absorb the cost of brokerage, duties (if any) and freight forwarding from the members chosen US border crossing. As most of the Canadian population lives within 100 miles of the US border, freight is not complicated. However, certain remote parts of Canada require special handling such as barges, ocean freight or specialized trucks to deliver over ice bridges or unpaved roads.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>a) Accessing inventory from local Mohawk dealer warehouses allows for faster Sourcwell member delivery after Mohawk receives a purchase order.</p> <p>b) If a member requests installation, FOB delivered means the equipment is still on the flatbed truck. Accessing inventory from Mohawk dealers means the equipment arrives unloaded, alleviating Sourcwell members from unloading a truck with their staff and forklift.</p> <p>c) Mohawk's dealer network has the ability to reduce installation fees by using agency equipment (i.e. forklift or overhead crane).</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The prices offered to Sourcwell are the exact same prices offered to GSA or NASPO Valuepoint. Any variation in price is due only to each specific contract's required administrative fee. After deducting the administrative remittance, all cooperative purchasing organizations receive the exact same price.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	<p>Mohawk sales proposals provide the Sourcwell contract details on every Sourcwell member proposal. All sales representatives are provided with a comprehensive template that automatically imports contract pricing and members have 24/7 access to current pricing on www.govlifts.com/Sourcwell. As is a requirement of other MAS contracts, this website is always up-to-date and always shows delivered prices.</p> <p>When a purchase order is received and processed, the proposal and sales order reference the Sourcwell contract and the Member ID is recorded with the order. Mohawk's finance department, in conjunction with our ERP system, tracks and reports Sourcwell member sales in full compliance with Sourcwell's quarterly reporting requirements.</p> <p>The quarterly sales reports are used to calculate and remit accurate administrative fee payments to Sourcwell. Mohawk understands the importance of timely submissions as a responsibility of being a compliant vendor.</p>
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	To provide consistency and continuity for both Sourcwell and Sourcwell members, Mohawk again proposes a 1.4% administrative fee. This fee is incorporated into the proposed price of every individual product contained in this RFP.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>a) All seven states that have adopted the current Sourcwell contract will again re-adopt the new award (as these states represent over 26% of the total US population), plus continued new state level adoptions.</p> <p>b) Continued growth of reported Sourecwell sales and contract usage (which shows greater usage than the NASPO contract).</p> <p>c) All member quotes, purchase orders and invoices referencing the Sourcwell contract are tracked to monitor progress and perform historical comparisons.</p> <p>d) Mohawk requires all members to identify the Sourcwell contract on their purchase order.</p> <p>e) Being a good vendor means good communication. Sourcwell staffers can attest to Mohawk's historic communication when a state adopts the Sourcwell contract or large member orders are received.</p> <p>f) Verification of Sourcwell membership and aiding non-member agencies to become Sourcwell members.</p> <p>g) Continued education of Mohawk's field network to increase Soucewell contract usage. As new Mohawk dealers or value-added supplier partners are added, it is Mohawk's responsibility to train them how to use the Sourcwell award.</p>

<p>66</p>	<p>Identify any certification(s) that your business or the products included in your proposal have attained or received.</p>	<p>a) Mohawk is a federally certified SBA small business.</p> <p>b) To meet the FTA (Federal Transit Authority) Buy America clause, Mohawk Lifts are 100% made in the USA as Sourcewell members tell us that compliance with the FTA requirement is an important mandate (Table 14, Exhibit 1).</p> <p>c) 90% of Mohawk's lifts are certified to meet ANSI/ALI ALCTV, the one and only nationally recognized safety standard for vehicle lifts.</p> <p>d) Certification takes place by a third party Nationally Recognized Testing Laboratory (NRTL) to the Automotive Lift Institute standard. Mohawk is the second oldest member of the Automotive Lift Institute (www.autolift.org), which requires members to ship 75% ALI certified lifts. All lifts offered from Hunter and Gray are ALI certified.</p> <p>e) Several models of Mohawk Lifts have attained a coveted NSN or National Stock Number which can only be obtained after extensive DoD testing. These tests and the written reports of the tests can be found on the left navigation area of www.govlifts.com. See Table 14, Exhibit 2 for a DoD Management Evaluation Equipment Program report with assignment of an NSN. For the Canadian marketplace, an NSN means a NATO Stock Number as all NATO countries participate in using NSN's. Both the US DoD & the Canadian Department of National Defense have assigned Mohawk specific NSN numbers. These evaluations & tests are as close to an "endorsement" as the DoD gets.</p> <p>f) Mohawk's government sales manager serves on the Sourcewell and NASPO vendor advisory councils.</p> <p>g) Annually, Motor Magazine (read by 160,000 independent repair shops) has a Top 20 Tool introductions for that year. Mohawk is six-time winner of the Motor Top 20 based on technological innovations that make lifts safer and more productive to get vehicles in and out of the shops faster.</p>
<p>67</p>	<p>Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology.</p>	<p>All Mohawk lifts can be adapted to the most current innovations and technological options that Mohawk offers. Mohawk proactively monitors the industry by attending the Work Truck Show and other tradeshowes as well as keeping abreast of industry trends to allow the lifts to be used or adapted for future fleet advancements.</p> <p>For example, some newly introduced battery-operated vehicles don't provide access to the vehicle frame to lift the vehicle with a standard two post swing arm engaging lift (i.e., Tesla, Nissan). Mohawk's solution is our patented Wheel Engaging Adapter, which allows a frame engaging lift to convert to a wheel engaging lift to raise these vehicles in less than five minutes.</p> <p>A second example, in 2018 General Motors introduced a redesigned frame on all pick-up trucks and replaced a steel section with aluminum. The standard lift pads dented the aluminum. Mohawk's solution was the GM style lift pad, which was designed for our GM customers years before the new frame models were even released.</p> <p>Mohawk's Engineering Department designs custom/specialized lifting equipment or options to meet the diverse needs of end users. For example, the Albany International Airport purchased aircraft refueling trucks weighing 115,000 lbs. These specialized trucks are too wide to be road-legal and wouldn't fit Mohawk's standard lift. Mohawk's engineers designed a wider lift for these wider vehicles as well as a wider, custom-made rolling jack to raise the heavy rear axle off of the lifting platform (Table 14, Exhibit 3).</p> <p>When Mohawk designs a new lift feature, these features are designed to not only accommodate new lifts, but can also be fitted to all Mohawk Lifts already in the field. For example, one NY municipality recently purchased a turf maintenance adapter for use on a 34-year old two post lift. This gives the member the ability to service their turf maintenance equipment and fleet of passenger cars without the additional purchase of a turf only service lift.</p> <p>NYPD (the world's largest police fleet) purchased Mohawk two post lifts 30 years ago. Recently, the NYPD added Speedlane adapters to these lifts. By adding the adapters, technicians no longer have to spend 5 minutes positioning in the swing arms prior to lifting the vehicle. This represents a huge time and money savings.</p>

68	For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force.	<p>a) All Mohawk service representatives are mandated to attend Mohawk installation, maintenance and service training at the Mohawk factory. Mohawk will not authorize a dealer unless the dealer has the ability to service, install, repair, inspect and maintain lifts.</p> <p>b) Hunter service representatives are required to attend a six-week service and maintenance training session at Hunter headquarters. Other value-added supply partners each have their own product specific training requirements.</p> <p>c) ANSI (American National Standards Institute) standards require that lifts be inspected annually by an experienced lift inspector. Mohawk (and Hunter) service representatives perform these inspections, are fully insured and some have completed more extensive training to attain the status of being an ALI (Automotive Lift Institute) certified lift inspector.</p> <p>d) While service is important, all Mohawk lifts are designed and manufactured to eliminate all weak points and wear points. Mohawk lifts require minimal maintenance. A better made product always lasts longer with less maintenance. Government facilities always consider the cost of ownership in their procurement methodology as Mohawk lifts are the least expensive lift to own.</p>
69	Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.).	<p>Mohawk is committed to providing prompt and reliable service nationally. Prompt service responses are a mandate of both our GSA contract and other national cooperatives. This service standard is achieved using a collaborative service approach which coordinates Mohawk's in-house service department with our network of authorized service professionals. All service calls are initiated through our in-house service department, which is available Monday –Friday from 8am (EST) to 5pm (EST). After hours and weekend service calls are handled by Mohawk's answering service, who transfer the calls to an on-call service technician for expeditious response.</p> <p>When a service call is received, the responding service technician will discuss, diagnose, and resolve the issue via telephone. (A follow-up call is made to ensure the suggestions to the customer did resolve the issue.) If the issue is not able to be handled during the service call, Mohawk's in-house service department will contact the nearest authorized Mohawk Lifts service depot to review the service issue or dispatch a service technician to the member's location for further assistance.</p> <p>Mohawk's nationwide network of dealer service depots provide valuable service support to Sourcewell members. These service depots, like most all garage equipment manufacturers, are independent businesses contracting their services (installation, inspection, and repairs) to various equipment manufacturers and their customers. This network is a vital part of ensuring all of Mohawk's customers receive prompt and reliable service from a local authorized and trained professional.</p> <p>Mohawk's service practice is a 24-hour turn-around time.</p> <p>Mohawk's parts department is committed to fulfilling parts orders within 24 hours. All replacement parts are boxed and readily available for routine orders through Mohawk or an authorized service depot. A list of the most common parts with pricing is available at www.mohawklifts.com/commonparts.</p> <p>Mohawk maintains a dedicated website for parts, service, installation, troubleshooting or maintenance at www.mohawklifts.com/ops, where customers can access installation instructions, operation manuals, maintenance information, product drawings, a listing of parts, and more.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 70. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
	NO EXCEPTIONS	

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Table 2 Company Information & Financial Strength.zip - Wednesday January 29, 2020 08:59:53
 - [Marketing Plan/Samples](#) - Table 7 Marketing Plan.zip - Wednesday January 29, 2020 09:00:37
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Table 9 Warranty.zip - Wednesday January 29, 2020 09:01:02
 - [Pricing](#) - Table 11 Pricing and Delivery.zip - Wednesday January 29, 2020 10:43:01
 - [Additional Document](#) - All Mohawk Exhibits.zip - Wednesday January 29, 2020 10:44:29

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steven Perlstein, President, Mohawk Resources Ltd

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell; Mohawk Resources, Ltd.**, (“Mohawk Resources”), 65 Vrooman Avenue, P.O. Box 110, Amsterdam, NY 12010; and **Mohawk Lifts, LLC**, PO Box 110, 65 Vrooman Avenue, Amsterdam, NY 12010 (EIN: 85-3221959) (“Mohawk Lifts”).

1. Sourcewell has agreements with Mohawk Resources to provide vehicle lifts under Sourcewell Contract Numbers 013020-MRL and 061015-MRL (“Original Contracts”).
2. Mohawk Resources wishes to assign all its rights and responsibilities in the Original Contracts to Mohawk Lifts, which will include a change-in-control of the business (the “Transition”).
3. The assignment provision of the Original Contracts require assignment of the contract only upon written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the Transition, which such Transition is expected to occur within 30 days of the date of this Assignment Agreement. Mohawk Resources agrees to notify Sourcewell in writing of the exact date of such Transition no later than 10 days after the Transition occurs.
2. Mohawk Resources wishes to assign to Mohawk Lifts all of Mohawk Resource’s rights, responsibilities, and other provisions set forth in the Original Contracts, Sourcewell Contract Numbers 013020-MRL and 061015-MRL.
3. Mohawk Lifts has obtained a copy of the Original Contracts from Mohawk Resources, and certifies it will comply with the terms of the Original Contracts as executed by Mohawk Resources and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Mohawk Resources and Mohawk Lifts jointly and severally represent and warrant to Sourcewell that:
 - a. Mohawk Resources is not in default of any of its obligations under the Original Contracts;
 - b. Mohawk Lifts is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contracts;
 - c. Mohawk Resources and Mohawk Lifts request consent from Sourcewell to this assignment and the Transition; and
 - d. Mohawk Lifts accepts assignment of the provisions of the Original Contracts.

5. In consideration for the above, Sourcewell consents to the assignments and to the Transition.

Mohawk Resources, Ltd.

DocuSigned by:
By: Steve Perlstein
Authorized Signature D2A4E6994F644A9...

Steven Perlstein
Name – Printed

Title: President

Date: 10/23/2020 | 12:24 PM MDT

Mohawk Lifts, LLC

DocuSigned by:
By: Steve Perlstein
Authorized Signature D2A4E6994F644A9...

Steven Perlstein
Name – Printed

Title: President

Date: 10/23/2020 | 12:24 PM MDT

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 10/23/2020 | 4:06 PM CDT

Sourcewell—APPROVED

DocuSigned by:
By: Chad Coquette
Authorized Signature 7E42B8F817A64CC...

Chad Coquette
Name – Printed

Title: Executive Director/CEO

Date: 10/23/2020 | 4:13 PM CDT