

**Solicitation Number: RFP #121223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mohawk Lifts LLC, 65 Vrooman Ave., Amsterdam, NY 12010 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Vehicle Lifts with Garage and Fleet Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 12, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier'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 and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity'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. Supplier 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, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity'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 Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, 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 Participating Entity at the time of purchase.

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, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities 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. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier 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 Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier 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 Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier 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 Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development 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); and
- 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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity'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. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier 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 Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, 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, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell 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 Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier 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 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier 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. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier 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, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **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 Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. 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.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. 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 Supplier 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 Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the 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.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier 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.* Supplier 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), or equivalent. 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier 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), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier 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 Supplier'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 Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. 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.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier 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 Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier 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 the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

Participating Entities 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. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’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. Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier 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).

Supplier 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. Supplier 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). Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers 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, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 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, Supplier 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, Supplier 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). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier'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 Supplier'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.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell

Mohawk Lifts LLC

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2024 | 3:59 PM CST

DocuSigned by:
Steve Perlstein
By: D2A4E6994F644A9...
Steve Perlstein
Title: President CEO
Date: 2/7/2024 | 2:32 PM MST

RFP 121223 - Vehicle Lifts with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Mohawk Lifts LLC
Address: 65 Vrooman Ave
Amsterdam, New York 12010
Contact: Christine OReilly
Email: christineo@mohawklifts.com
Phone: 518-842-1431 2500
Fax: 518-842-1289
HST#: 85-3221959

Submission Details

Created On: Tuesday October 24, 2023 08:09:53
Submitted On: Thursday December 07, 2023 16:25:17
Submitted By: Christine OReilly
Email: christineo@mohawklifts.com
Transaction #: a491cd5b-5d02-4358-98cf-dc1d357ae200
Submitter's IP Address: 72.45.238.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Mohawk Lifts LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Mohawk Lifts LLC, Hunter Engineering (tire changes, wheel balancers, brake, alignment, and test equipment), Gray Manufacturing (floor jacks and portable shop equipment), Westmatic (Large vehicle washers) Miller shop welders, Worky exhaust evacuation equipment, Worky work benches & cabinets, Liftpoint material handling equipment service lifts, CAES air conditioning (AC) freon reclamation equipment, Legacy air compressors (Exhibit #1)
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Mohawk Lifts LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	F9QME4G11RT5
5	Proposer Physical Address:	65 Vrooman Ave Amsterdam, NY 12010
6	Proposer website address (or addresses):	<p>1. www.mohawklifts.com is the public/consumer website. 2. www.govlifts.com is the government website most applicable to this RFP. 3. www.govlifts.com/sourcwell is the specific site for the Sourcwell landing page. 4. For the eight states (soon to be 9) that have statewide adoptions of the Sourcwell award visit www.govlifts.com/MD (or /NJ or /MO/, or /NV, or /NY or/Oh. or /Tx or/GA) www.govlift.com/xx_ with the 2-letter abbreviation of each state become the landing page of that state adoption. Some state central procurement officers often post the URL on a state's central procurement website.</p> <p>The above website assists member agencies as full transparency of the award, products, pricing, prepaid freight, and an abbreviated set of terms and conditions are shown on each site. These websites facilitate the easiest method of contract usage, seeking information or for states seeking to adopt the Sourcwell award.</p>
7	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):	<p>Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext: 2400 Dominick Fontana - Chief Operating Officer - dfontana@mohawklifts.com - 518-842-1431 ext: 4100 Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext: 2500</p> <p>Address for all 3 is: Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Steve Perlstein - President, CEO - sperlstein@mohawklifts.com - 518-842-1431 ext:2400</p> <p>Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010</p>

9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>Christine O'Reilly - Chief Financial Officer - christineo@mohawklifts.com - 518-842-1431 ext:2500 Dominick Fontana - Chief Operating Officer - dfontana@moahwklifts.com - 518-842-1431 ext: 4100 Amber Fusco - Sales Operating Manager – amberf@mohawklifts.com – 518-842-143 ext: 4000 Jamie Dermody Sales – Regional Territory Manager - Jdermody@nohawklifts.com - 518-842-1431 ext: 1500</p> <p>Mohawk Lifts LLC 65 Vrooman Ave PO Box 110 Amsterdam, NY 12010</p>
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	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>Mohawk Lifts (originally Mohawk Resources Ltd) is a 42-year-old fabrication and manufacturing company of vehicle service lifts and accessories. Mohawk is the second oldest member of the Automotive Lift Institute (www.autolift.org). Currently, Mohawk is the only company that offers a full range of lifts (2 post, 4 post, mobiles, heavy duty) that is 100% made in the United States, at our facility in Amsterdam, New York. Mohawk's core value is designing and manufacturing the safest, heaviest duty lift in all categories on the market. We believe you cannot cheaper a design to shortcut safety. Mohawk manufactures and sells lifts in an environment that values Safety, Integrity, Commitment and Teamwork. Mohawk lifts last the longest because of our focus on using domestic steel. Mohawk's lifts have more steel than competitive lifts to ensure safety and durability. Mohawk's average company tenure is 15 years. These values combine to create exceptional value, the highest quality, and the lowest cost of ownership in the industry. (Exhibit #2 and #3)</p> <p>Additionally, Mohawk acts as the government sales arm for several other complimentary equipment companies within the capital garage equipment industry, some with relationships as long as 22 years. Mohawk continues to be the industry leader in heavy duty lift offerings, and routinely has been the top performer on all MAS contracts.</p>

11	What are your company's expectations in the event of an award?	<p>Mohawk's continued expectations as the top Multiple Award Schedule Sourcwell reporting lift vendor to Sourcwell are:</p> <ul style="list-style-type: none"> • A continuation of successful sales and quarterly reporting (Exhibit # 4), with no gaps between award #3 and award #4 • Support and promotion of the Sourcwell Multiple award schedule. Mohawk has earned a Sourcwell award for the past 14 years. • Mohawk will continue to attend numerous government orientated trade shows and continue to supply marketing, sales, and installation support to Sourcwell members. Mohawk assists or directs members (often states for statewide adoptions) to communicate directly with Sourcwell members when they have questions that are better answered by a fellow government agency. <p>For example, Mohawk introduced NJPA (now Sourcwell) to the National Council of State Fleet Administrators (NCSFA) when Tony Glenz was Mohawk's contracting officer. When Mohawk's contracting officer changed to Kelly McAllister, Mohawk made sure Kelly knew all the important people within NCSFA. This tradition continued in 2023 with Andy Campbell. NCSFA members are the advocates to state CPOs to adopt the Sourcwell contract which is why Mohawk leads other vendors in state level adoptions and at H2O was awarded a Sourcwell legendary leader award (Exhibit #5). Likewise, Mohawk has made numerous introductions to Mr. McAllister when he chose to attend the NYC Fleet show (NYC has the world's largest police, fire, sanitation, and transit agencies). See picture Exhibit #6</p> <ul style="list-style-type: none"> • 100% of Mohawks sales and sales administrative staff have attended Sourcwell U, with full intention of future sales staff attending upcoming sessions. • Continue learning and networking by attending the annual H2O conference. Mohawk will continue learning from other vendors, Sourcwell staff, and sharing positive experiences with others (by example being an H2O panelist on Scott Carr's panel titled "How to Be a Good Sourcwell Vendor"). • Hoping that Sourcwell continues to produce short education videos for the sales team such as the video just released "starring" Sourcwell's Nick Trout. This video is now online at www.govlifts.com/sourcwell and has been shared with all Mohawk salespeople and value-added partner supply companies. • Reinforce the consultative relationship developed between Mohawk's staff and the State's Contracting Officers up to and including state adoptions. • Mohawk's continued service as a long-time member of the Sourcwell Vendor Advisory panel. • Mohawk will continue to seek statewide adoptions. Currently 8 states and soon to be 9 (NY, TX, OH, GA, NV, NJ, MD, and MO) have adopted Sourcwell as their State contract as these states equal over 30% of the US population. (Exhibit # 7 and # 8)
12	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>A. Please see two attached letters from Mohawk financial institutions. (Exhibit #9)</p> <p>B. Mohawk is a 42-year-old privately held LLC, of which Steve Perlstein, President, and CEO, is the largest equity shareholder and active in the business every day. As a privately held LLC, Mohawk does not share financial data. Yet in 14 years of being an awarded Sourcwell vendor Mohawk has always delivered (including after a \$1.9M fire in the Mohawk factory of which Sourcwell was immediately notified). Financial strength is what made the fire something we were able to deal with as insurance companies are not known for promptly paying claims.</p> <p>C. Financial strength and timely delivery coincide and includes the period through COVID and the supply chain crisis of COVID. Much of the reason why Mohawk Lifts and Mohawk's distribution partners (Hunter, Gray and Westmatic) did not have extended lead times during the pandemic is due to all being US based and financially healthy manufacturers.</p> <p>D. Mohawk has and will continue to reinvest in the business over the next couple of years, spending \$1.6 Million dollars on equipment and infrastructure improvements. Some of these improvements include the purchase of a new plasma steel cutting table with an exhaust extraction system and scrubber, the purchase of a new vertical saw, and future electrical upgrades within the facility. (Exhibit #10)</p> <p>E. In May of 2022/23, Mohawk was awarded a \$300,000 Empire State Development Grant to continue to expand our operations. The news story can be seen at https://wnyt.com/top-stories/amsterdam-home-to-last-full-line-car-truck-lift-manufacturer-in-us/ (Exhibit #11).</p> <p>F. When member agencies require it, Mohawk has no issues securing bonding to satisfy the purchasing agency. An example is a recent order for Wa-Nee Community Schools located in Nappanee, IN. A \$270,000 bid, surety, and performance bonds were required.</p>

13	What is your US market share for the solutions that you are proposing?	Per the automotive lift institute by-laws, Mohawk is not able to disclose the industry size, or the number of lifts shipped. What we can disclose is Mohawk represents less than 10% of the total North American lift marketplace; However, Mohawk has a dominant presence in the mid-duty/heavy-duty market and the overall government Marketplace. Proof of Mohawk's dominance can be seen on Exhibit #4. These pie charts for the 2017-2022 fiscal years show total vendor spending for the Vehicle Lifts & Garage Related Equipment category on three Multiple award schedule contracts. Mohawk market share of the government marketplace is 37% and the top vendor on the Sourcewell, GSA, and NASPO contracts	*
14	What is your Canadian market share for the solutions that you are proposing?	Mohawks growing marketplace in Canada is 4.4% of Mohawks domestic business. Mohawk knows the Canadian market is approximately 10% of the US marketplace yet: 1. Cooperative procurement is not yet as widely accepted across Canada. 2. Cooperative procurement doesn't apply to the province of Quebec (22% of the Canadian population) 3. With the introduction of Canoe, Mohawk is growing out our Canadian business presence. 4. Canadian federal government agencies do not have a contracting vehicle such as GSA, yet Mohawk still supplies lifts to all CFB (Canadian Forces Base) coast to coast.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Mohawk has never petitioned for bankruptcy protection	*
16	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. 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? 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?	Mohawk is both a manufacturer and government distributor of other Lifts and capital equipment for government garages. First and foremost, Mohawk Lifts is a 42-year-old manufacturer of vehicle lifts. Mohawk is a pioneer in the government contract space for vehicle lifts and related garage equipment. Mohawk has leveraged our government expertise to bring in other manufacturers under our contract to help support government agencies with the most popular products every garage requires. Mohawk serves as a government reseller of Hunter Engineering, with a national network of 900 independent sales and service representatives (plus 30 regional managers assisting the independent reps). Other manufacturers such as Westmatic and Gray salespeople are factory employed sales reps. For this 2023 RFP Mohawk has vetted five new supply partners companies and with the endorsement of each companies' senior management, if awarded Mohawk will train their sales staff in the use of government contract sales. For 25 years Mohawk has acted as the government reseller of different types of capital equipment for repair garages (Corgi tire changers was first prior to switching to Hunter). Exhibit #12 are the authorizations from the manufacturers we've presented to assure product supply to Sourcewell members as the government sales channel. The services provided under this award (installation when desired) are performed by the independent representatives or factory employees of each value-added supply partner.	*
17	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.	Mohawk Lifts is the second oldest member of the Automotive Lift Institute (ALI or www.autolift.org). To be a member of the ALI Mohawk holds 3rd party lift certifications to the ANSI/ALI-ALCTV safety standard. ANSI is the American National Standards Institute, which is administered and tested by third party NRTL's (Nationally Recognized Testing Laboratories) verifying lifts meet the ALI/ANSI standard. ALI certifications include quarterly unannounced factory visits from the test labs verifying compliance and the factory's quality assurance that no changes in the products that have been certified have occurred without retesting. Once ALI certification has been attained for each specific certified lift, type, capacity and option, Mohawk has never "lost" a certification. The bylaws of maintaining an ALI membership are the mandate that at least 75% of all lifts sold be ALI certified to meet the ANSI standards for the safe design of vehicle lifts. While no ALI member has 100% of their offered lifts ALI certified, Mohawk always exceeds the 75% minimum. Safety is Mohawk's #1 priority when designing, welding, and selling lifts. Lifts supplied by long term partner resellers Hunter Engineering and Gray manufacturing are also ALI certified to meet this one and only nationally recognized safety standard for vehicle lifts.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	In Mohawk's 42 years, Mohawk has never been suspended, disbarred, nor asked to leave a job site.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> • Exhibit #4 shows Mohawk as the leading supplier of vehicle lifts and equipment of the Sourcewell award, the GSA award, and the NASPO Value Point award. While none are industry awards, the numbers shown are a statement of fact and show why member agencies want to buy Mohawk. • Exhibit #5 shows Mohawk as one of the few Sourcewell Legendary Leaders award recipients presented in 2018 by then contracting officer Tony Glenz. • During his tenure as president of WSCA (pre-name change to NASPO), former Nevada Chief Procurement Officer, Greg Smith presented Mohawk with the first and only NASPO Vendor of the year award See Exhibit #13. • Motor Magazine has an annual award titled Top Twenty New Tools and Inventions. In 16 years, Mohawk Lifts is the most awarded lift manufacturer and has received this industry award 6 times. (Exhibit #14) • Mohawk is the second oldest member of the 77-year-old Automotive Lift Institute (www.autolift.org). ALI is a trade association of 20 different lift manufacturers dedicated to vehicle lift safety. Part of being a member of ALI is that 75% of all lifts shipped be ANSI (American National Standards Institute) certified. Mohawk always meets this monthly percentage. ANSI certification is recognition based on a national testing lab verifying the lifts meet the ANSI standard. ALI certification is not an award, but a statement of quality, and lift safety conformance. • Supply partner Liftpoint (manufactured by Mohawk Lifts) has just been awarded Product of the year from MaterialHandling247.com. (see announcement Exhibit #15)
20	What percentage of your sales are to the governmental sector in the past three years	Measured in number of lifts sold, Mohawk Lifts sells 22% to government agencies. If measured in dollars, Mohawk is approximately 50% of dollar volume (large truck lifts cost much more than small car lifts).
21	What percentage of your sales are to the education sector in the past three years	Of Mohawk's 50% of dollar volume sales into the government sector, 37% of those sales are sold to Vo-Tech Schools, High Schools, and Universities.

22	<p>List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?</p>	<p>NASPO 2020 \$7,115,778.00 2021 \$9,556,211.00 2022 \$12,857,551.00 2023 (thru 3rd Qtr) \$6,839,389.00</p> <p>Sourcewell (includes state adoptions) 2020 \$7,560,162.00 2021 \$12,04,314.00 2022 \$15,428,886.00 2023 (thru 3rd Qtr) \$18,084,678.00</p> <p>NRECA 2020 \$268,309.00 2021 \$42,850.00 2022 \$0 2023 (thru 3rd Qtr) \$106,674.00</p> <p>Exhibit #4 shows the spending of the 3 largest MAS awards for the past 5 years.</p> <p>All of Mohawk's MAS (Multiple award Schedule) awards ranging from Sourcewell, GSA, NASPO, and NRECA offer the same exact discount off list with the same terms and conditions. Unlike some, Mohawk is not a vendor offering different discounts, different freight, or different terms and conditions on different awards. Mohawk's offer includes prepaid freight. Lifts are a heavy commodity and freight is expensive.</p> <p>Mohawk has been a Sourcewell awarded vendor for 3 contract periods (14 years). Mohawk has eight statewide adoptions of the Sourcewell award (NY, NJ, NV, MO, MD, TX, MD, and GA) with a 9th state in process. With Mohawks best product value, company history, product designs and certifications, Mohawk is always the top vendor in terms of contract usage.</p> <p>As seen from Mohawks offering (Exhibit #16) from a prior NASPO award, Mohawk has never had the largest discount percentage. Discounts are a marketing tactic vs a sales issue. This is the reason that scoring points for the discount percentage offered should not be used for this award. *</p> <p>Mohawk is a vendor of the NASPO vehicle lift and related garage equipment contract since first introduced in 2006. Exhibits #17 and #18 are the reported spend of the two NASPO contracts since established in 2006. Please note that regardless of the discount percentage offered, Mohawk is the leader in reported spend on both awards. (Prior to NJPA ever establishing the first vehicle lift award). On no MAS contracts does Mohawk offer the highest discount percentage.</p> <p>Visit Home - NASPO ValuePoint to look at the vehicle lift contract. Mohawk has 27 different state adoptions, with the next closest vendor to Mohawk at 17, while the lowest Vendor has 5 adoptions. Mohawk always seeks statewide adoptions.</p> <p>Sourcewell Statewide adoptions, the 8 states (soon to be 9) make up over 30% of the US population. These statewide adoptions are a "license" that allows our national reps to be successful in the government marketplace and continually finish as the #1 government supplier.</p> <p>Former Minnesota state procurement person and current Sourcewell contract development officer Mike Sutton has told Steve Perlstein, President of Mohawk Lifts, that Mohawk is the most state-centric vendor he has met. Exhibit #4 shows Mohawks leadership within the government marketplace at 37% and sales by Mohawk as a percent of total contract spend.</p> <p>The National Rural Electric Cooperative Association (NRECA) is made up of 700+ North American electrical cooperatives. Most have fleets and fleet repair garages. Mohawk introduced Sourcewell's head of contracts, Tom Pertulla and NRECA to each other to share other contracts given the two organizations are similar. The relationship with NJPA and NRECA didn't last (likely because of former leadership of NRECA), yet many NRECA members remain active Sourcewell members.</p> <p>Mohawk oldest cooperative award is HGAC at 22 years with multiple 2- or 3-year awards. HGAC's award is not inclusive of freight and reports a small fraction of Sourcewell reported sales. The only agencies using HGAC are those committed to using HGAC and not the less expensive Sourcewell award.</p>
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23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>GSA 2020 \$1,071,000.00 2021 \$1,139,320.00 2022 \$1,909,294.00 2023 (thru 3rd Qtr) \$1,794,430.00</p> <p>Mohawk has held a GSA award for 30+ years (Exhibit #19).</p> <p>Before either the Sourcwell or NASPO awards were in place, the GSA contract became the basis of award of Mohawks CMAS (California), TXMAS (Texas), LAMAS (Louisiana), New York, New Jersey, Florida (for 10 years), Nevada and Ohio contracts. Today, Mohawk has transitioned NY, NJ, OH, MO, NV, MD, and GA contracts to Sourcwell as the basis of these state contracts. Renewal of these statewide contract adoptions and other are expected upon re-award to Mohawk of the Sourcwell award.</p> <p>Additionally, if Mohawk receives the highest score on this Sourcwell RFP, the state of West Virginia will adopt the Mohawk contract with a Sourcwell participation agreement. This will save procurement funds that have been recently wasted at West Virginia Department of Highways, West Virginia State Police, and other equipment recently sold through an MRO contract</p>
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Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Former State of Maine Procurement Officer	Michael Wenzel	207-313-8244
Deputy Chief Procurement Officer of New York State	Mr. JP Behrle	518-474-3899
State of Missouri Chief Procurement Officer	Karen Boeger	573-751-1699
Contract Management Manager for the State of Georgia	Dr. Carl A Hall, Esq., PhD	470-955-9767
Nevada Purchasing Officer II	Ms. Heather Moon	775-684-0179

Table 5: Top Five Government or Education Customers

Line Item 25. 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 *
NYS Department of Transportation	Government	New York - NY	Mohawk Mobile Columns Mohawk Four Post Lift Installation	\$42,174.00 \$42,174.00 \$102,181.00 \$44,075.00 \$32,537.00 \$51,091.00 \$137,514.00 \$45,838.00 \$45,838.00 \$50,429.00 \$50,429.00 \$49,829.00 \$50,429.00 \$100,857.00	\$845,387.00
City of New Britain	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Two Post Lift Installation	\$776,227.00 \$54,654.00	\$830,881.00

School Board of Miami-Dade	Education	Florida - FL	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$7,289.00 \$7,289.00 \$13,791.00 \$17,120.00 \$322,516.00 \$16,046.00 \$55,686.00 \$7,289.00 \$2,000.00 \$63,647.00 \$44,000.00 \$18,333.00 \$9,321.00 \$17,587.00 \$31,513.00 \$66,505.00 \$3,869.00 \$28,036.00 \$1,659.00 \$15,120.00 \$13,537.00 \$22,842.00 \$25,271.00	\$810,257.00	*
Defense Finance Accounting Service INDY VP GFEBBS	Government	Indiana - IN	Mohawk Mobile Column Lifts Mohawk Two Post Lifts Hunter Wheel Service Equipment Installation	\$116,990.00 \$116,990.00 \$17,349.00 \$76,456.00 \$76,456.00 \$76,456.00 \$76,456.00 \$50,853.00 \$59,140.00	\$667,144.00	*
State of Connecticut Department of Transportation	Government	Connecticut - CT	Mohawk Vertical Rise Lifts Mohawk Mobile Column Lifts Hunter Wheel Service Equipment Installation	\$133,846.00 \$4,214.00 \$87,321.00 \$4,619.00 \$14,329.00 \$14,329.00 \$5,578.00 \$1,068.00 \$63,118.00 \$63,118.00 \$39,099.00 \$48,789.00 \$14,881.00 \$14,881.00 \$14,881.00 \$29,209.00 \$29,209.00 \$14,881.00 \$14,881.00 \$29,209.00	\$641,450.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as 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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26	Sales force.	<p>Mohawk maintains our government leadership position based on a combination of factory direct employees spread nationally, with responsibilities across Canada, working hand in hand with Mohawks independent dealers. Mohawk and each supply partner has a various number of sales and service providers across North America. Mohawk has 4 internal sales representatives and a network of 150+ independent distributors and resellers nationwide (Exhibit #21 is a partial list of Mohawk dealers. A complete list available upon request yet disclosing the entire list (as this is a public document) can give competitors a "shopping list" of potential resellers), Hunter Engineering has 900+ representatives, Westmatic (Large Vehicle Washers) has 4 people across the U.S. and Canada while Gray Manufacturing has 4 factory government focused sales representatives.</p> <p>The overlap between companies' sales and service providers is a symbiotic relationship that increases overall business. An example is when an architect contacts Mohawk for lift specs for a new building, Mohawk contacts the area Mohawk reseller and joint partner suppliers to also have the sales representatives offer their specific products through the Sourcewell (often state adopted) contract. Likewise, the partner supplier field reps inform Mohawk if a transit agency needs not only the specific equipment they offer (and Mohawk quotes) but informs Mohawk if this same agency also needs a lift. Of the products offered within Mohawk's Sourcewell Catalog (exhibit #1), none of these companies have competitive products, yet all the products are needed by any garage. Since there are no competitive products there's never an issue with disclosing information. A great example is Pinellas Transit who procured \$65,000 in Hunter equipment, but with info from the Hunter representative also purchased sixteen 50K capacity Mohawk transit bus lifts. The same symbiotic relationship occurs with other supply partners.</p>
27	Dealer network or other distribution methods.	<p>Mohawk has a dealer network of 150+ Distributors and resellers nationwide (Exhibit #21).</p> <p>All Mohawk resellers, distributors and value-added suppliers' sales forces have been and continue to be trained on the successful use of nationwide government to government procurement MAS contracts. Many have attended Sourcewell U's, or Sourcewell sales accelerators to gain further insight into the government marketplace. When visiting a garage, distributors review the entire fleet being serviced and suggest which lift choices (or other equipment) and options are best suited for the agency's needs. See exhibit #22 as a sample member agency proposal that includes the lift, options, and later became a purchase order.</p> <p>Distributors can remove worn out or obsolete lifts, replace them with a current Mohawk model and train the shop technicians in the proper and safe use of the lifts. Hunter equipment is always sold, delivered, installed, and trained, with 500 nationwide dedicated installation and service reps all equipped with a vehicle stocked with the most common repair or replacement parts. These vehicles have an average value of \$40,000 to \$60,000 worth of equipment.</p> <p>As the name implies, distributors and dealers are Mohawks (and other supply partners) representatives in their respective sales areas. All who work with Mohawk have been educated and understand the benefits of Mohawk being the "awarded vendor of record" and how a cooperative procurement contract benefits their sales strategy in their specific geographic sales areas. Mohawk as the named and awarded vendor of record permits timely and correct quarterly reporting as opposed to asking groups of independent resellers if any of their sales of the last quarter went to any government agencies. Mohawk is always sure the proper sales figures and administrative remittance is sent to Sourcewell. As references, please ask our current Supplier Development Specialist, Jill Park, or any prior Sourcewell contracting officer.</p>
28	Service force.	<p>Service calls happen in 1 of 2 ways.</p> <p>The customer (government or private sector) calls the local Mohawk distributor as the two have established a relationship. Parts are available from the distributor. If needed, the service call is taken care of and the distributor invoices Mohawk for any component or time spent on site that was covered under the warranty.</p> <p>Or a lift user may call the Mohawk factory service dept and receive technical diagnosis over the phone. Mohawk's service department stocks dedicated service parts (exhibit #23) and can send out parts to fulfil service requests immediately and dispatch an area service provider.</p> <p>Mohawk's in-house service team is comprised of 4 people, a service manager, a field service manager (who working "hands on" with the reseller's service people), a dedicated parts associate and a person on the plant floor responsible for fulfilling and shipping service orders. Mohawk annual part sales as a percentage of Mohawk's overall business is minimal based on the longevity and design of a Mohawk Lift</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>As explained in response #27, all Mohawk distributors and supply partner networks understand the value of cooperative procurement and benefits of Mohawk being the awarded vendor. Mohawk is constantly educating the sales forces to continue to grow our and our value-added partners sales successes while filling the needs of Sourcewell member agencies. It's clear that not all lift manufacturers educate the sales force, which is another reason that Mohawk (not the largest lift manufacturer) continues to lead all vendors in the government marketplace. (Exhibit #4)</p> <p>When an order is received either via mail, fax, or email by Mohawks order management team it is matched with the area distributors/resellers quote and entered into Mohawk's ERP system. If the area distributor has that lift in their warehouse it is promptly delivered to the end customer and installed (if installation was requested). After installation the end customers "signs off" on the training and installation paperwork. This "sign off" states their staff was trained in how to safely operate the lift, and the area distributor sends that paperwork back to Mohawk's order management team. Mohawk then bills the government agency. The same applies to value added supply partners.</p> <p>If the lift ordered is a built-to-order lift, the area distributor and government agency will supply Mohawk's team with the signed data sheet (exhibit #24). This will act as the "build sheet" as the lift(s) are being fabricated. The order will be scheduled, and a delivery date will be communicated to the distributor and agency buyer.</p>
30	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>Customer Service is priority #1 at Mohawk. Senior management embraces customer service so that all at Mohawk "take ownership" of the work they do. (See Exhibit #25)</p> <p>Mohawk believes in providing prompt responses to all customer inquiries. Telephones are answered by a live person. If a call is missed, the message is promptly responded to. Mohawk has protocols for gathering customer information and relaying that inquiry to the appropriate internal department or field service representative. Most questions are resolved in the same business day. For those that require additional time or attention, Mohawk has follow-up protocols to ensure the inquiry is completed to full customer satisfaction.</p> <p>As to "incentives" that help Mohawk and our dealers respond to customer service issues. (Exhibit #26)</p> <ul style="list-style-type: none"> • Quarterly the entire Mohawk factory gets together for a catered lunch to go over the previous period's performance. • Mohawk "celebrates" employee anniversaries by compensating staff on their 1 year, 5, 10 (+++) years of service at Mohawk. Last spring one 40-year employee received a tenure bonus of \$4500. • Mohawk manufacturing employee incentives are based on meeting our customer service commitments for on-time delivery.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Evidenced by the longest established Sourcewell vendor and leading reporting vendor in the lift category, Mohawk is fully able to conduct business and provide products and services to Sourcewell members. Mohawk is always willing and eager to continue the relationship and growth of the Sourcewell award by EARNING the member business. Mohawk has completed transactions with member agencies nationally, requested agencies to become Sourcewell members before accepting orders and has attained 8 state adoptions of the Sourcewell award (soon to be 9 adoptions). State adoptions serve as a statewide contract in these 8 states. Mohawk continues to seek statewide adoptions nationally.</p> <p>Acknowledged from former contracting officer Kelly McAllister is when Mohawk attains a statewide adoption, most other awarded vendors also automatically receive the same statewide adoption although they've done nothing to earn the adoption. Whereas, Mohawk has engaged state central procurement to earn the statewide adoption. The competitive vendors and Sourcewell are the beneficiaries. Mohawk accepts this as a "cost" of Mohawk achieving another statewide adoption.</p> <p>Another example of willingness came about on Friday afternoon (11/17) at approximately 3PM. Steve Perlstein, Mohawk's President, received a call from Sourcewells Mike Domin. Mr. Domin inquired about Mohawk's willingness to extend our NYS state adoption for an additional year. This request came from NYS OGS (Office of General Services) at the request of OGS's Christine Anderson who works with Todd Gardner under Wendy Reitzel, the OGS director for services and commodities (wendy.rietz@ogs.ny.gov). (Exhibit #7)</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Across Canada, Mohawk has several sales/service and installation representatives. Supply partner Hunter Engineering has 90 different reps, Westmatic has two plus independent area service and installation representatives.</p> <p>As previously described, all supply partners have an adequate number of representatives to cover all of Canada.</p> <p>An example of Mohawk's ability to provided products and Services within Canada is every Canadian Department of National defense base from the Maritimes to the western provinces have a Mohawk 50,000lb. capacity four post lift and a 26,000lb. capacity two post lift.</p> <p>From a Canadian federal perspective, while Mohawk has 8 highly coveted National Stock Numbers (NSN's) assigned to Mohawk by the U.S. Dept. of Defense, the Canadian Military has assigned 3 additional NSN's numbers to three different Mohawk lifts. Included, are some examples of recent Canadian orders (Exhibit#27).</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None – Mohawk can provide all products, installation, and service for all geographic areas. The more remote areas of the continent are not as easily serviced as the more populated areas, yet there is no part of North America that will not be fully served. Examples include lifts sent to Prudhoe Bay, Nome or Kotzebue Alaska or lifts shipped to Cold Lake, Alberta or CFB (Canadian Forces Base) Alert on Ellesmere Island as the world's most northerly, year-round inhabited place on earth (500 miles from the North Pole).
34	Identify any Sourcewell participating entity 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?	<p>All government agencies are served by the Sourcewell award. Mohawk is the longest awarded vendor of the vehicle lift and equipment category. During Mohawk's tenure as a Sourcewell vendor, we have provided Mohawk lifts, Hunter Equipment, Westmatic vehicle washers and Gray portable shop equipment to schools, universities, transit agencies, water/sewer districts, county/city/state agencies, and not for profit agencies.</p> <p>Mohawk has a GSA contract as well as a NASPO Valuepoint award. None of these other contracts limit Mohawk's ability to promote one MAS award over another</p>
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Agencies in Hawaii, Alaska, US territories, and some parts of Northern Canada do have freight restrictions. Mohawk only pays the freight to the closest US port and the agencies are required to pay freight charges to their end destinations like Nome, or Kotzebue Alaska (both extremely remote areas). People who live in these remote areas are accustomed to paying more for everything based on the remoteness of their locations.

Table 7: Marketing Plan

Line Item	Question	Response *
36	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.	<ol style="list-style-type: none"> 1. Contract Announcement — Mohawk intends to commence our contract opportunity by announcing the achievement in the following ways: <ol style="list-style-type: none"> a. Corporate Website MohawkLifts.com — Prominently display the announcement on the home page top hero section of our corporate website that links to a press release describing the award and contract parameters. MohawkLifts.com is visited daily by multiple procurement agencies and end users. b. Social posts — The same press release to be posted to our growing audience of subscribers on Facebook and LinkedIn. 2. Print materials — <ol style="list-style-type: none"> a. Sourcewell logo prominently shown — As with previous awarded contracts, the Sourcewell logo will be prominently displayed on the back page of every product brochure, catalog, and flyer (see Exhibit #28) b. Trifold brochure/print mailer — Mohawk intends to update and distribute cooperative procurement trifold brochures for Mohawk sales reps and partner supply firm's sales reps to utilize as leave-behinds when visiting with agency reps. The compact nature of the trifold also makes for an excellent direct mailer to send at fiscal year-end or the start of new budget years. (see Exhibit #29) 3. Trade shows — Mohawk exhibits at many national and regional government-oriented trade shows as well as sponsorship support to a variety of organizations. In both cases, Mohawk intends to prominently display the Sourcewell logo in appropriate trade exhibit and sponsorship materials. <ol style="list-style-type: none"> a. Trade show list — With a proud history of 30+ years of participation, Mohawk intends to continue exhibiting at the American Public Works Show (now called PWX), APTA (American Public Transit Show), and NTEA Work Truck Show. Additionally, Mohawk will continue to attend several regional trade shows such as the NYC Fleet show (see Mohawk's Steve Perlstein and Sourcewell's Kelly McAllister in Exhibit #6), the New Jersey League of Municipalities, and other regional shows.

b. A true RELATIONSHIP — Mohawk deeply values the relationships formed with Sourcewell over the course of our rich histories together. It would be remiss if we did not share an anecdotal example:

For two years, Sourcewell could not acquire booth space at the NTEA Work Truck Show. Mohawk sold a 10 x 10' exhibit area at the end of our joint Mohawk/Hunter booth. This gave Sourcewell the ability to meet with its member agencies. The third year Sourcewell acquired its own booth. (see Exhibits #30 from the show).

c. Let the Sourcewell flag fly (and magnets) — Mohawk proudly displays Sourcewell flags and magnets at all appropriate trade events (see Exhibit #31).

• One year, Mr. Duhn and Mr. McAllister came to Albany to attend the NYS OGS Gov Buys show only to realize the Sourcewell flags and magnets were left behind at their previous trade show. Mohawk provided Duhn and McAllister with extra Sourcewell flags or magnets for Duhn and McAllister to give other exhibitors.

4. Email — Mohawk intends to send promotional e-mails at key times throughout the year to our growing database of existing customers and prospects. This list consists of government fleet managers, procurement specialists and purchasing agents (see Exhibit #32).

5. Trade Publications — Mohawk advertises regularly and intends to include the Sourcewell logo prominently in several government fleet trade magazines, including Fleet Maintenance, Government Fleet, and School Transportation News. (see Exhibits #33,34 & 35).

6. Association partnerships — Mohawk is a 20-year member, sponsor, and participant in the National Council of State Fleet Administrators (NCSFA).

a. A history of introductions — Years ago, Mohawk encouraged Sourcewell to join the NCSFA. After Sourcewell became an NCSFA member, it was a natural fit for Mohawk to make sure Mr. Tony Glenz was properly introduced within the association. This tradition continued when Mr. Kelly McAllister took over the contract, and in 2023 with Mr. Andy Campbell.

7. Independent pro-cooperative procurement organizations — Mohawk participates with a growing number of independent public procurement advisor organizations that facilitate relationships between buyer and supplier. They are an excellent, neutral, and informative resource for government buyers to better understand cooperative procurement to make informed purchasing decisions. Most recently, Mohawk has been listed with the following organizations:

a. Procurated — Touting over 85,000 verified government, education, and non-profit users, Procurated is a neutral ground for buyers to explore and provide honest supplier reviews for others to see. Mohawk is currently 1 of 3 lift manufacturers ranked with an average rating of 4.9 out of 5 stars based on customer satisfaction and timely responses. (Exhibit #25)

b. Pavillion — Pavillion praises its ease of use for buyers to find the right match in search results, and then explore purchasing options.

Mohawk intends to actively participate in pro-cooperative procurement organizations like these as part of its continued contract marketing strategy.

8. Easy purchasing process — When a prospect receives a Mohawk quote, they are provided with easy-to-understand reference items that include the Sourcewell award or state adoption, their agency member number, and an itemized list of products that includes their discounted and delivered Sourcewell member price (see Exhibit #22).

9. Website (GovLifts.com) — At the epicenter of Mohawk's contract marketing strategy is the use of GovLifts.com featuring Mohawk, Hunter Engineering, Gray and Westmatic products. This site is truly one-of-a-kind and is unrivaled in the vehicle lifts and related garage equipment marketplace. It provides just the right balance of educational materials, ease of use, contract terms, pricing, and product information in order for buyers to make informed purchasing decisions. Some of the features include:

a. Home Page — Map showing various contract types including alternate contracts available to public agencies. Updates are made in near real-time.

b. Easy access to Sourcewell's dedicated page — Your page includes information on Sourcewell Award Number, Terms, Products, Pricing, FAQs, Member List, and more. Nick Trout's Sourcewell Overview video has been recently added and prominently displayed under our suite of product offerings.

c. 1000's of pictures (MohawkLifts.com/pics) — An excellent due diligence resource to visually compare Mohawk offerings to other options for customers to validate purchasing decisions.

10. Mohawk is Sourcewell's #1 advocate for cooperative procurement!

Using the old NJPA (and Sourcewell) saying; There are two questions; What are you going to buy? And how are you going to buy it? Sourcewell and cooperative procurement is the answer.

When a need arises, fleet managers know what they need and the quality they seek. Yet when cooperative procurement isn't used, a bid ensues.

A "bid" is a referendum on who offers the lowest price, or largest discount. Mohawk's sales reps and partner supplier reps have been taught that an invitation to bid is an invitation to lose as well as an invitation to competitors. Too often the results are not the

		<p>equipment the fleet manager wanted. Procurement departments purchasing at the lowest price or largest discount does not serve the needs of their agencies. With this in mind, the last component of Mohawk's contract marketing strategy includes education. Mohawk actively seeks out speaking opportunities to educate agencies on the benefits of Sourcewell and cooperative procurement.</p>
37	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>1. Website Assets — Mohawk's government marketing activities are primarily centered around the in-house development, maintenance, and monitoring of following websites:</p> <ol style="list-style-type: none"> a. www.govlifts.com — Its purpose is specifically for making the complex decision-making and procurement process easy for everyone who participates in the government buying chain of vehicle lifts and associated garage equipment. b. www.mohawklifts.com — For government purchasers, our main corporate website links off GovLifts.com and showcases an expanded view of each specific lift model. c. www.mohawklifts.com/pics — Also links off GovLifts.com, this site is an excellent due diligence resource to visually compare Mohawk offerings to other options in order for customers to validate purchasing decisions. <p>Technology Used: All three sites are built in WordPress and are in accordance with web and search engine best practice standards. Content and images are tagged, keyword-rich, and assigned with optimized metadata to ensure strong page results in all major search engines. Results are monitored regularly in Google's latest business offering, Analytics 4 (GA4). Organic search is currently responsible for 73% of Mohawk's web traffic.</p> <p>2. Marketing Automation — Mohawk utilizes Marketing Automation software for the following tasks and monitoring mechanisms:</p> <ol style="list-style-type: none"> a. List management — We currently segment and manage a whitelist of 30,000+ existing customers and prospects consisting of government fleet managers, procurement specialists and purchasing agents. Updates are regularly contributed by Sales, Customer Support, and Marketing teams. b. Email marketing — Email is used as our primary source for government outreach in product education and promotion. All Mohawk email marketing strictly follows anti-spam hygiene and opt-out protocols. Customer questions and interest levels that result from emails are fed into, then monitored in our CRM system to become part of the customer's record. c. Lead management — When a customer product inquiry is made by web form, the type of information requested triggers specific automated actions performed within our Marketing Automation System and CRM simultaneously. All inquiries initially receive a personalized thank you email equipped with links to relevant brochure information. Concurrently, a local salesperson is notified within their CRM to manage the customer relationship, determine follow up engagements, and update the lead status as the prospect is guided through the sales funnel. Marketing Automation continues to provide additional relevant information at key points throughout the buyer's journey and is activated as the lead status changes. The goal is to provide efficient, personalized service that is rich with information, from inquiry-to-quote-to-sale-invoice-installation and beyond. <p>3. Inbound Marketing — Used to drive and monitor new web traffic, Mohawk incorporates the following inbound marketing techniques:</p> <ol style="list-style-type: none"> a. Paid media — In addition to targeted monthly ad spend in Google AdWords, Mohawk commits to annual investments in various trade print and digital media. Digital ads are UTM-coded (Urchin Tracking Module) and frequently monitored for their effectiveness. b. Earned media — With decades-long relationships with a variety of trade publications, Mohawk is frequently asked for commentary on fleet safety and lift technology topics, provide contributing articles, as well as issue press releases when noteworthy topics arise. Inbound links from earned media are closely monitored. (Exhibit #34) c. Social media — Mohawk is currently active in growing our networks on YouTube, Facebook, and LinkedIn. Inbound links from social network posts are closely monitored. d. Referrals — Partner websites (Mohawk distributor network and product partners), directories, and representation on independent pro-cooperative sites like Procurated and Pavillion provide an ongoing flow of new inbound traffic referral sources and inquiries that are closely monitored. (New Exhibit #36) <p>4. Events</p> <ol style="list-style-type: none"> a. Trade Shows — Mohawk exhibits at many trade shows throughout the year. Attendees contact information is captured either by a barcode scanning device service provided by the event host, or by simply collecting business cards. In both cases, the contact information is then added to our growing contact list of government fleet managers, procurement specialists and purchasing agents. b. Webinar Guest Speaker Opportunities — Mohawk is frequently asked to participate as a guest speaker for webinars hosted by a variety of trade publications and associations. Attendee lists are provided and added to our growing customer list of government contacts. A recent example is in September of 2023 at the NCSFA Conference, Sourcewell's Andy Campbell, heard a Mohawk/Hunter session titled "Keeping your fleet on the street – Advances in vehicle lifts and garage equipment technology".

38	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?	<ol style="list-style-type: none"> 1. Sourcewell's role in promoting contracts is making an award to the most qualified national vendors. 2. After the award, Sourcewell needs to send a few press releases to various media and websites and update the Sourcewell website showing the new award. Sourcewell should assist the 8 states that have adopted this award to again be participants on a statewide level of the previous award's extension, while the states are reviewing the new award. 3. Once awarded, Sourcewell should properly show awarded vendors on www.sourcewell-mn.gov so member agencies can view the award. Beyond the above few items, sales success in the hands of the vendors to spread the word and market (sell) the products included in the award. Nothing else is expected, as Sourcewell is not expected to be a subject matter expert in lifts and capital repair shop equipment. 	*
39	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.	<ol style="list-style-type: none"> 1. Mohawk does not have an e-procurement site. Vehicle lifts and equipment shouldn't be sold on a market basket shopping cart as some items can be. Mohawk's government website section dedicated to Sourcewell, (www.govlifts.com/sourcewell) shows everything an agency could want — including the contracts terms and conditions, the product, the discounted, and delivered price. 2. Mohawk was one of the early Sourcewell companies involved with Equal-Level. There is no e-procurement as lifts and equipment on this contract have members needing: <ol style="list-style-type: none"> a. An agency site visit (as a 30' lift never fits a 20' long bay) b. Verification the ceiling is adequately tall enough. c. Verification that the concrete floor is adequate to safely install the lift (if the agency desires installation). d. Visual Verification the members proposed lift(s) fits the vehicles (capacity and length) the member have in their fleet. 3. Mohawk believes that the face-to-face way of doing business is the best way in this marketplace for these types of commodities. Once the face-to-face visit occurs, to eliminate a chance of a mistake for a "built to order" lift, data sheets are filled out and signed off on by both the area Mohawk dealer and co-signed by the fleet director as the customer (see exhibit #24 as a silly example of a completed data sheet). 4. Information asked on the data sheet can only be assured of being correct when an experienced sales rep is at the shop location (as a 30' long lift never fits in a 25' garage bay). Everyone has heard the saying, "measure twice, cut once" the lift business is no different. 	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Mohawk Lift users are always trained when the member chooses to have the lift installed. Lift installations are an optional item with extra costs and vary by lift type, length, or capacity. Some members do their own installations as the more popular lifts are easy to install. Mohawks end customers are mechanically inclined and able to follow the simple instructions found in www.mohawklifts.com/ops (the website of installation and operations manuals).</p> <p>For lifts where the agency has chosen installation as an option, the installation comes with a "sign-off" sheet that the technicians in the garage have been trained to operate the lift.</p> <p>For Hunter wheel service equipment, installation and training is standard procedure provided by the area Hunter sales or service rep (totaling 900 people across the US and Canada). For Hunter equipment, ONLY when purchased through Mohawk, advanced training vouchers are included (training certificates) to attend high level training classes at one of 31 national training centers (generally vo-tech schools or colleges).</p> <p>Westmatic vehicle wash equipment users are trained at the end of the installation period.</p> <p>Other partner vendors have training available at the end of installation.</p> <p>Other value-added attributes. Mohawk lifts offers more value-added options than any lift company. Industry exclusive examples include:</p> <ol style="list-style-type: none"> 1. The ability to make a 2-post automotive lift into a two-post turf maintenance lift. 2. A weight gauge option that shows the lift has been lowered onto the mechanical locks. 3. The wheel engaging adaptor saves time by not needing to position all four arms of a 2 post. 4. Mohawk mobile lifts permit raising a winged snowplow truck without the need of removing the wing plow. 5. A tire dolly to remove the heavy tires of a DOT type truck. 6. Mobile lifts with larger capacities (up to 240,000 lbs. or 8 columns at 30,000 lbs. each). 7. Mobile lift options such as fork-lift adaptors or front to rear adaptors rated at the necessary capacities others don't offer. <p>Examples of all these options can be seen in exhibit #37,38, & 39 or www.mohawklifts.com/brochures.</p> <p>If a spare part is needed, member agencies can visit www.mohawklifts.com/commonparts. This site shows the part and pricing of 90% of any component ever needed.</p> <p>After the sale/installation, should a member agency require additional training for a new technician, annual lift inspections, or annual operation training (also required under the ANSI safety regulations), the area Mohawk reseller network provides these services. Per Automotive Lift Institute (ALI) bylaws, inspections are to be performed by third party service providers and not ALI member manufacturers.</p>
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41	Describe any technological advances that your proposed products or services offer.	<p>Mohawk's technological advantages relate to added operator safety with multiple redundant safeties, increased shop efficiency/productivity, the ability of Mohawk Lifts to fit into spaces others won't, and the longest (warranty) in the lift industry.</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Weight Gauges (A Motor Magazine top 20 Tool winner). Mohawk is the only two post lift (the most popular lifts made) offering a weight gauge to show the tech has lowered the lifts onto the mechanical locks (per ANSI standards). The gauge is an added safety to #1 show the weight is resting on the mechanical locks and not on the hydraulics (exhibit #40), #2 to aid in diagnosing vehicle performance, and #3 A visual assurance the lift is not being overloaded. • Wireless mobile column lifts: Mohawk offers capacities from 14,000 to 30,000 lbs. per column for the heaviest vehicles (few companies offer columns over an 18,000 lb. capacities). Exhibit #41 shows a list of options with the necessary capacities for the services being performed on mobile lifts. (exhibit #39 & #42) • Mobile lifts Front to Rear Bumper Adapter: This feature gives the technician the ability to leave all 4 wheels hanging free for tire and brake service. Many offer this option in a 12k-15k lb. capacity, Mohawk's capacity is 26,000 for a real truck (not just a pickup). Exhibit #43 • Mobile lift Fork-Truck Adapter Kit: rated at 28,000 lbs. where most are just rated at 10,000 and are inadequate for use on anything but small forklifts. Exhibit #44 • The only two post lifts (the most common lift type making up most of all lifts sold) offering a clear floor work area, infinitely adjustable overhead hydraulic line, or hydraulic lines routed through the garage floor to leave nothing between the posts with the shop floor or ceiling clear. As opposed to Two post shown with limited lifting height. Exhibit #45 • Two post Speedlane option: This option allows a two-post frame engaging lift to become an instant drive-on lift. This saves a technician time, increasing efficiency and shop productivity, by not needing to position the 4 swing arms under every vehicle saving 5-10 minutes per vehicle. Speedlanes have added value in educational setting as they increase lift safety as inexperienced technicians may be less careful in properly positioning the four swing arms to the frames lifting points. Exhibit #46 • While not a technological advance, the warranty of a Mohawk two post lift is 25 years structural, with a full 10-year mechanical (moving parts) warranty. The next closest in the lift industry is 2 years if installed by a Rotary Authorized installer. This gives fleet managers peace of mind knowing they're standing under a vehicle that is manufactured to the highest quality standards. Fleet managers know a Mohawk lift won't be "down" for replacement of cables, cable sheaves, plastic slide blocks or leaking/broken rubber hydraulic hoses as Mohawk does not use any of these lesser quality components in the two post lifts. If a manufacturer's goal is to manufacture a lift for less vs. the best quality product, then steel and components aren't sacrificed. As a factual comparative, a 10,000 lb. capacity Mohawk 2 post lift weighs 2500 lbs. when shipped. A Rotary lift weighs less than 1,400 lbs. The Mohawk advantage lies in a lift that lasts and has no down time. <p>Every, and any model or capacity of Mohawk Lifts offers features that others do not. These range from increasing end user shop throughput speed for efficiency to options and capacities not offered by other lift companies (included all options brochure exhibit #47).</p> <p>A Mohawk advantage is the lift is built to the highest level of safety as safety is not an option. Shown are comparative images of a top-down view of the construction of 2 competitive brands vs a Mohawk Mobile Column lift (Exhibit #48). Additionally, Mohawk mobile lifts come with retractable wheels as standard equipment and some brands are optional. (Exhibit #49). Safety is not an option, nor would anyone go weightlifting wearing roller skates vs. a stable set of shoes on the floor.</p> <p>Mohawks long term joint venture supply relationships with complimentary manufacturers (Hunter, Gray, and Westmatic) bring added value to Sourcewell members and to Sourcewell. The cross relationship of providing a Mohawk Lift to a member agency often leads to the sale of a Gray floor jack, Hunter tire changer or visa-versa increases member usage, increases statewide adoptions and Sourcewell reported spend.</p>
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<p>42</p>	<p>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>	<p>Mohawk manufactures lifts that last much longer than other lifts. The Mohawk engineering design reduces the amount of replacement lifts, parts and waste directed into landfills. Mohawk utilizes many green initiatives in the manufacturing and packing process including:</p> <ul style="list-style-type: none"> • #1 Reusing and recycling shipping materials. • #2 Sourcing from local and domestic suppliers with minimized packaging methods. • #3 Mohawk machine shops suppliers ship products in reusable wire baskets vs cardboard boxes piled on a wooden pallet (Exhibit #50) • #4 See Mohawk's Sustainability initiatives that discuss product lifecycle, supply chain management, facility/people, recycling, and waste Exhibit #51. <p>Examples are:</p> <ul style="list-style-type: none"> • Every product has a cost of ownership. Mohawk Lifts have the lowest cost of ownership as parts found on the most common two post lifts (rubber hydraulic hoses, lifting cables, plastic slide blocks) are not engineered into a Mohawk lift (see Dare to Compare exhibit #52). These lower quality materials (lower cost to manufacture) cost lift users hundreds if not thousands per year. Mohawk is built to last, creating less scrap metal, less waste, and lower maintenance due to the amount of replacement parts not needed. • As a US manufacturer, Mohawk is not using fuel to bring lifts and components from China (also meaning minimal supply chain delays during the few years of Covid) as opposed to most lifts which are "assembled" (or branded) in the US, Mohawk is a true manufacturer (Exhibit #53). Sourcewell's Mr. David Duhn and Kelly McAllister have both been to the Mohawk factory to witness Mohawk is a fabricator vs. an assembly shop of foreign made lifts. • Mohawk Lifts recycles the shipping tubes (meant to protect the lift in transit) again and again as opposed to welding, drilling, cutting, and throwing away shipping tubes. At times, when customers agree to return the shipping tubes vs throw in a dumpster, Mohawk passes on the cost savings of these to the customer (i.e., NYS Canal authority and the 36 shipping tubes that were used again on different lifts). Sourcewell should be assured the shipping tubes mentioned are not part of the lift, just a protector for shipping and not a structurally integral part of the lift. Using the shipping tubes over and over saves steel, labor, welding smoke and passes costs saving to the end users. • Mohawk recycles all steel, electric motors, recyclable trash, and cardboard. The Mohawk factory has two cardboard dumpsters while the office has multiple 90-gallon paper recycling bins. All bottles, plastic or cans go to a recycling bin vs. the trash bin. • Mohawk Lifts are shipped with a minimal amount of packaging materials (which end up in a landfill). Images in Exhibit #54 are comparatives of a Mohawk lift that weighs 2500 lbs. yet only has 4 pieces of recyclable banding, plastic wrap, two 4" wood blocks, recycle OSB wood to protect in shipment and a single cardboard box as waste. The opposite picture is the total amount waste of a standard automotive lift upon unpackaging.
<p>43</p>	<p>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>	<p>There are no eco-lab certifications for lifts or any of the offered capital garage equipment.</p> <p>Due to the 25-year warranty and longer lifecycle (with minimal parts to be replaced) the state of WA in 2006 referred to Mohawk as a green manufacturer. This designation allowed Mohawk to exhibit at the Green Truck Summit section of the Work Truck show for years and allowed Mohawk to participate in the Washington Green Fleet Expo (Exhibit #31).</p> <p>The design of a Mohawk lift eliminates the parts needed to be replaced on other lifts. This means less cost, no downtime, and no annual maintenance bill to replace cables, plastic slide blocks, cable rollers and rubber hoses as Mohawk doesn't design lifts with these lesser quality components. The exhibit #55 titled steel bag is a comparative of lifts of Mohawk components vs. other lift brands.</p> <p>Included is the front page of the ANSI recognized Automotive Lift Institute "Lifting it Right booklet". Page 29 shows the maintenance items found on most lifts. The items circled are not found in any Mohawk designs, the cables shown are only warranted for 1 year, while the Mohawk chain is warranted for 10 years. (Exhibit #56)</p>

44	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 no longer a small business, nor a veteran owned, woman owned, or minority owned business. Yet as a manufacturer in NY, who holds a NYS state contract (Sourcewell based) Mohawk is required to do everything possible to direct business to WMBE and SBE companies as required by New York State. Mohawk purchases steel from a federally certified SVDSBE (service veteran disabled small business enterprise). Please see exhibit #57 from steel supplier T&T Materials Inc.</p> <p>Another example of Mohawk's diversity is the email (exhibit #8) from the state of North Carolina leaving the NASPO award after 15 years to adopt the Sourcewell award. Per North Carolina's Mr. Bahaa Jizi this is based on the woman owned status of Mohawks North Carolina based reseller.</p> <p>Mohawk actively seeks woman owned/minority owned resellers, supply companies, lift installation providers and all diverse business entities (printing, cleaning, painting, promotional materials).</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Mohawk offers the following unique industry attributes:</p> <ul style="list-style-type: none"> • Product Quality is heads and shoulders above other lift providers (Exhibit #58) • Product Warranty provides Sourcewell members with the best value for their procurement dollar and the longest warranty in the lift industry. • Product Manufactured within the United States, meeting the FTA (Federal Transit Authority) Buy American requirements (see exhibit #16 a scoring metric from a former NASPO award as to which lift suppliers do and do not meet the FTA Buy America clause). • Mohawk offer features that no other lift manufacturer offers to make a shop more productive and efficient, ex: Speedlane, turf kit, and wheel engaging adaptor for the two post models or (Exhibit #59) mobile lifts options in capacities others do not offer (exhibit #41). • Product reliability and longevity (see letter from NYPD deputy Commissioner Robert Martinez or Mohawks www.procurated.com reviews Exhibit #20) <p>Mohawk offers the largest variety of lifts to service all cars, mid-sized trucks, and larger trucks than any lift manufacturer. Add to this product variety, the industry exclusive options (Speedlane, Wheel Engaging adaptors, and weight gauge for two post lifts), the only US made parallelogram lift, and the heaviest capacity vertical rise, mobile, four post, and two post lifts.</p> <p>Mohawk offers complimentary products ranging from Hunter tire changers, wheel balancers, alignment machines, Gray portable shop equipment and the Westmatic large vehicle washes.</p> <p>For this RFP, Mohawk is adding the following machines as found in every repair garage:</p> <ul style="list-style-type: none"> • Miller welding machines, • Liftpoint material handling service lifts (A two-year-old, unique and patented product) • Worky exhaust evacuation equipment and shop cabinets/benches • CAES refrigerant machines to service a vehicle air condition system. • Legacy Air Compressors <p>Mohawk has been serving Sourcewell members for the past 14 years. Mohawk is the sales leader in the government marketplace (see exhibit #4) of Sourcewell sales, GSA sales and NASPO sales.</p> <p>Mohawk Lifts and the related complimentary products is why Mohawk is the #1 vendor in the category of spend and statewide adoptions. From senior management down, Mohawk and our supply partners believe in and have embraced cooperative procurement. We teach it, write about it, and make sure our field sales force is ready to use contract sales. Sourcewell's Tom Pertula (Sr. Director of Cooperative Purchasing) believes that despite not being the largest or oldest Sourcewell vendor that Mohawk brings "more" knowledge, experience, and proven ability to the table. Mohawk's President, Steven Perlstein has been a member of the Sourcewell vendor advisory council for the past 8-10 years. Steve shares his knowledge, discussing statewide adoptions, networking, being a panelist at H20, increasing membership for Sourcewell and teaching newer awarded vendors and their field sales staff to make the most of the Sourcewell award with Mohawk as the lead.</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 *
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46	Do your warranties cover all products, parts, and labor?	<p>Yes, all products are covered. Exhibit #60 is Mohawks warranty. This warranty shown at the ending pages of the list price sheet, which is posted on www.govlifts.com/sourcwell (across from the terms and conditions approx. 2/3rds of the way down the page). https://mohawklifts.com/library/Mohawk_Warranty_04.05.21.pdf</p> <p>Different lifts have different warranties. As stated, the overwhelming most popular lift is a two-post side by side, which Mohawk offers an industry leading 25-year warranty on the structure, backed by a 10-year warranty on the moving parts (roller bearings, chains, safety release lever, safety release cable, etc.). To best understand the quality and longevity difference of a Mohawk two post lift, please see exhibit #58.</p>	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>No. There are no usage restrictions. Examples are several garages that run 2 or 3 shifts per day. NYPD, FDNY, and NYC Sanitation all have 32+ year old Mohawk lifts. These garages operate either 2 or 3 shifts per day. Please see exhibit #20 from NYPD former deputy commissioner Robert Martinez. These lifts have 60+ years of usage and are still going strong every day.</p>	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, situation and product dependent. If a customer forgets where the "up" (or down) button is after being trained, the local representative might charge the agency if a special trip is needed. This can be handled easily over the phone, via virtual meeting or email. The operator is also able to read the instruction manual that was included with purchase or can be found online at www.mohawklifts.com/ops .</p> <p>If the issue is a defective part, Mohawk pays the local installer/service provider, and the user (agencies) don't receive an invoice.</p>	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Mohawk can provide 100% coverage in the lower 48 states of the US. Alaska and Hawaii are remote, as our rep in Alaska lives in Anchorage and doesn't travel to Juneau, Nome, or Prudhoe Bay every week. The same applies to parts of Hawaii and areas in Canada. Mohawk is more established in the US than in Canada. We know 90% of the Canadian population lives 100 miles from the US border, yet there are Mohawk lift installations in remote places like Cold Lake Alberta the Yukon or CFB Alert (the northerly most year-round inhabited place on earth). A service call to Cold Lake Alberta or Nome Alaska doesn't happen overnight, yet for 40+ years we've handled most service issues over the phone.</p> <p>In remote areas customers know the reliability of Mohawk. They buy Mohawk recognizing there are not 10 service centers to show up in an hour. Remote agencies buy Mohawk for quality, reliability, and longevity.</p> <p>As a manufacturer, Mohawks factory employed service team handle most service questions over the phone. Customers are also able to email Mohawk at service@mohawklifts.com. After hours the Mohawk telephones are answered by an outside answering service up until 6PM Pacific time. The answering service will call one of the service staff after hours to return a customer's call.</p>	*
50	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?	<p>The Mohawk value-added supply partners (Hunter, Gray, Westmatic, etc) each cover service directly with their service departments.</p> <p>Mohawk only partners with the highest quality manufacturers in their respective fields. If not, the marginal quality of other manufacturers' products may reflect on Mohawk and future lift sales.</p>	*

51	What are your proposed exchange and return programs and policies?	<p>Lifts are not generally a returnable item. Precautions are taken in advance of shipping as every 4 post, mobile, parallelogram or large two post is fully set up and made operational prior to leaving the factory.</p> <p>Lifts are big, heavy to move and expensive to re-ship. These are the reasons every lift has detailed specs on the back page of each flyer (emailed and a hard copy is mailed when a customer inquiries). See exhibit #61 for a typical product flyer and the back page for specs and measurements. An example of great customer service (not the fault of Mohawk) is the 50,000 lb. capacity four post lifts Pinellas Transit purchased. After installation Pinellas Transit asked Mohawk to exchange 24" wide runways (which they acknowledged they ordered) for 32" wide runways. Pinellas paid freight in both directions and paid extra fees to exchange the 24 for 32" wide platform.</p> <p>In the lift industry large lifts are built to order. No lift industry manufacturer keeps every model of large 4 post, vertical rise, or parallelogram lift in stock. This is because each lift is different. These built to order lifts require a "data sheet" (a build sheet). Exhibit #24 requires the signature of both the using agency and the Mohawk representative. The data sheet asks certain questions about the lift, the facility, the options, track lengths or widths. In 30+ years of requiring data sheets, only one time did a reseller measure the bay length incorrectly, causing the runways to be returned, welded shorter and resent to the agency. One mistake in thousands of lifts is a very good average</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>None. The ANSI (American National Standards Institute) requires lifts to be inspected annually. Per the ALI (Automotive Lift Institute) independent inspectors must perform these inspections. ALI feels that if lift manufacturers were to perform the annual inspections, it's akin to the fox guarding the hen house. I don't believe any ALI member inspects their own lifts as this has been an ongoing discussion within ALI, and this was a topic at a recent ALI membership meeting.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Standard payment terms are Net 30 days from invoice date. Mohawk will extend payment terms in cases of statewide adoptions or an agency term being 45 or 60 days. Mohawk accepts checks, wires, ACH payments, and p-cards.</p> <p>Mohawk also allows financing if the member agency is using a finance company such as Sourcewell awarded vendor NCL (National Cooperative Leasing).</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Mohawk offers financing through National Cooperative Leasing (NCL), a Sourcewell awarded vendor. The NCL Alternative Funding Solution video is displayed at the bottom of Mohawk's Sourcewell webpage (https://govlifts.com/sourcewell/). Mohawk assists with connecting the agency to the proper person at NCL to start the paperwork process if using financing. NCL is also an awarded Sourcewell Legendary Leader award recipient.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<ul style="list-style-type: none"> Exhibit #22 is the quote proposal we send member agencies (which includes the agencies Sourcewell member ID) a brief set of terms and conditions, and the product the member asked about. Included in this exhibit is the PO that was generated from the proposal. Likewise, the terms and conditions can be found on our website about ¾ of the way down on the page. www.govlifts.com/sourcewell.com. 	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Yes, Mohawk accepts P-Cards as payments. 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
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57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell 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>Mohawk and all supply partners have a published list price.</p> <p>Mohawk and all supply partners offer a discount percentage off MSRP (list price).</p> <p>Over the 14 years of being an awarded Sourcewell vendor, Mohawk's prices have changed but the discount percentage off list price remains consistent. Prior to posting new prices on www.govlifts.com/sourcewell, a Product and Pricing request has been submitted to Sourcewell and only after approved, does Mohawk make the price changes to this website.</p> <p>Mohawk, Gray, and Westmatic have one discount percentage off list. Hunter, discounts vary based on either the product category of A; light duty or B; heavy-duty products.</p> <ul style="list-style-type: none"> • All offered prices include delivery to Sourcewell members in the 48 continental states (AK, HI and Canadian customers pay freight from the closest shipping or border crossing). • All prices include the proposed 1.4% Sourcewell administrative remittance. • Every companies products have a specific part number (SKU), which is included in the uploaded price list of each supplier. • The list, discounted prices, and SKU #'s can all be seen on www.govlifts.com/sourcewell. • Unlike other vendors who have different prices, don't include freight costs, or have varying freight terms and conditions on other MAS contracts, Mohawk's GSA, Sourcewell, NRECA and NASPO prices are all the same. Mohawks consistency is why states choose to adopt Sourcewell as the basis of award when considering a statewide adoption. All Sourcewell needs to do is visit www.gsaadvantage.gov or Portfolio Details - NASPO ValuePoint to realize that some Sourcewell lift vendors don't include freight for Sourcewell yet they do with NASPO. Or the pricing on a GSA award, vs a Sourcewell award vs. a NASPO award are all different. With Mohawk the sole difference is the administrative remittance which Sourcewell has lowered to equal NASPO when we seek a statewide adoption.
58	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 Lifts – 15.68% off List Price Hunter Engineering – Light Duty Products 21.91% off List, Heavy Duty Products 10.75% off List Gray Manufacturing – 10.77% off List Price Westmatic – 10.77% off List Price Miller Welding - Low Capacity Products 19.37% off List Price, Heavy Capacity Products 10.01% Off List Price Liftpoint USA material handling service lifts – 8.74% Off List Price Legacy air compressors – 10.77% off List Price Worky exhaust evacuations and shop work benches - 10.77% Off List Price CAES air conditioning (AC) freon reclamation - 16.35% off List Price</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	Mohawk does offer volume discounts on the most popular two post lifts and at times with large orders (ie. Delaware DOT) has lowered the pricing to the agency.
60	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.	In our years as a Sourcewell vendor this has happened very infrequently. If it does occur the calculation for the sourced item is cost +10% + the 1.4% administrative fee.
61	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>In keeping with Mohawks best value proposition and unlike most lift manufacturers</p> <ol style="list-style-type: none"> 1. When Mohawk ships a lift, truck adaptors (required to be used when raising a pickup or work truck) are standard equipment vs. optional equipment as charged throughout the lift industry. Truck adaptors are needed if lifting any vehicle beyond a passenger car. (Exhibit #62) This picture taken from under a pick-up shows the silver-colored truck adaptors making the connection between the four swing arms and the truck frame that are included as standard with every Mohawk lift. A few of the extra truck adaptors not in use can be seen mid-height mounted on the columns. 2. Mohawk lifts come with an electrical cord attached with a

male plug pre-wired, and the female plug in each parts box. Most lift manufacturers do not include the wire or both halves of the electrical plugs.

3. Mohawk Lifts are shipped with a special low temperature rated hydraulic fluid already in the power unit. Most lift companies do not include hydraulic oil.

4. Mohawk's DC (battery operated) mobile lifts includes two high quality US made deep cycle, gel filled marine type batteries with the lift, vs. some lift brands that don't include batteries and make the customer provide the batteries (of a good or poor quality).

As stated, some agencies choose to install their own Mohawk lifts, others choose to have it done for them. There are no flat percentage costs of installing a lift. Some lift installations can take a ½ day, some 3 days plus for the largest 48' long lifts. When requested, installation is quoted as a separate line item by Mohawk, yet the service is performed by the local reseller and added to Mohawk's Sourcewell proposal.

Self-installation by a member has no effect on the warranty. The people who use lifts are quite mechanical. The most common lifts sold take just ½ a day to install.

If a member agency chooses to have the lift installed, it is done by the area installation and service provider.

There are occasionally special conditions beyond a "normal" installation and are considered a "nonstandard" installation. These consist of:

- Permanent electrical wiring to the lift - Mohawk nor our field reps are licensed electricians in every state/city/county and cannot do permanent electrical wiring.
- Concrete work – if a shop floor is not thick enough to safely anchor the lift and a member requests Mohawk to pour a new concrete floor. Mohawk cannot pay to pour a new concrete floor. Concrete requirements are stated on the back page of every brochure yet 99% of the time shop floors are adequate for installation. The local Mohawk representative pre-site visit is what tells us the floor is of good quality or if not are able to assist the customer in sourcing a vendor for concrete work.
- Disassembly of existing Lift - If a lift is ordered and there's another lift already in that garage bay. At times, Mohawk's local representative is required to disassemble and install the existing lift in another bay (disassembly takes as much time as assembling a new lift). In some cases, Mohawks' local service provider is requested to disassemble and dispose of an existing lift.
- Forklift Rental needed for Installation - An option most member agencies avail themselves of to save procurement funds is assigning an agency employee to drive the agency forklift and position the heavy pieces. Most members have a forklift. Mohawks installers do not drive a member's forklift. However, when the member assigns a person to position the parts, then Mohawks local installer can save the agency the cost of renting a forklift (sometimes 2 for the longer vehicle lifts). If the member agency isn't willing to use their forklift, then one (maybe two) must be rented by the local installer.

Installation and Training of Hunter equipment is included in the contract price of Hunter Products.

Installation and training of Westmatic equipment is a separate cost and quoted as a separate line item by the supplier or local dealer as part of the Sourcewell proposal.

Installation of LiftPoint USA lifts is optional.

Installation of Legacy air compressors is optional.

		Miller welders require no installation. Installation of Worky exhaust evacuation equipment and assembly of Worky cabinets and benches is an available option (site dependent).	
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Mohawks freight policy (and all joint venture supply partners of the award) has always been FOB delivered to anywhere in the lower contiguous 48 states. Freight is not an extra charge, nor are there extra fees to remote areas of the US. For agencies in Alaska, Hawaii US territories or Canada, Mohawk prepays the freight to the ports of Seattle, Long Beach, Miami, or nearest border crossing with the remaining ocean freight and over-land delivery charges borne by the using agency.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As described in response #62, freight to Alaska, Hawaii, US territories or Canada is FOB freight prepaid to the desired port of departure in the 48 continental U.S. For all of Canada, 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 destination.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The most common two post lifts are often stocked in the warehouses of the area resellers. To expedite delivery for the member agencies, Mohawk often accesses that inventory for immediate delivery. Our resellers generally know a member is about to purchase as it likely they who sold the lift. When Mohawk accesses the inventory of the area resellers, member agencies benefit in the form of faster delivery and resellers benefit from faster inventory turnover. Other lifts are built to order (BTO). For these models, when a purchase order and a member signed data sheet (exhibit #24) is received Mohawk begins fabrication. Upon completion the lift(s) ships to the agency. As the lift was sold by the area reseller, Mohawk keeps the reseller informed so they can schedule installation (if desired by the member) immediately upon arrival	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	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 participating entities 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. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>While our area reps sell, they do not create the quotes. All MAS awards have Mohawk as the awarded vendor and Mohawk's internal team prepares all the proposals for Mohawk's dealers and supply partners nationally. Mohawk's internal sales team provide the Sourcwell contract details on every Sourcwell member's proposal, the Sourcwell member ID number, and an individual quote number. This ensures proper pricing.</p> <p>Mohawks internal teams are provided with a quote template that automatically imports correct pricing.</p> <p>Sourcwell members also have 24/7 access to current pricing on www.govlifs.com/Sourcwell. As a requirement of other MAS contracts, this website is kept up to date with current pricing.</p> <p>Mohawk's ERP system allows Mohawks order management team to record received PO's, giving each PO a designated sales order number that continues to be referenced until turned into an invoice. The sales order allows Mohawk to store the Sourcwell member ID, the customer's billing address, shipping address, and all required reporting information. This method of sales/auditing and assigning POs to the proper MAS award is why Mohawk always receives perfect scores (see exhibit #63) from the Federal GSA. This system makes quarterly reporting simple as orders can be segregated into dealer sales, private sector sales, GSA sales, Sourcwell sales, NRECA sales or NASPO sales. All MAS contracts and certain national accounts seek quarterly reporting.</p> <p>To ensure absolute accuracy in reporting, the independent dealer networks have been taught that Mohawk Lifts is always the named vendor of record for every transaction. This method leads to 100% reporting accuracy. Simply stated, dealers sell, and invoice private sector garages while Mohawk always invoices the public sector. This requirement is written in the annual Mohawk dealer contract and dealers must comply with the requirements of the different MAS awards reporting.</p> <p>As references of timely and completed reporting please ask Mohawks current or former Sourcwell's contract development administrators Mike Domin, Kelly McAllister or Tony Glenz. Mohawks original point of contact has retired.</p> <p>As a 14-year experienced Sourcwell vendor, Mohawk understands the importance of being punctual with all obligations as reporting and payment of administrative remittance is the responsibility of being a complaint vendor.</p>
67	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.	<ul style="list-style-type: none"> • Mohawk has an internal weekly sales report showing which government sales (by model and amount) went through the Sourcwell award. • Quarterly reporting to Sourcwell (which recently hit an all-time quarterly high). • Mohawk checks our regional sales rep's performance to determine if certain models shipping to government agencies are being sold through any other method besides contract sales. If not, that region is contacted on their performance and if further action is needed, a refresher class of Sourcwell and contract sales happens.
68	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 keep the contract consistent with Mohawks 3 previously awarded contracts, Mohawk again proposes a 1.4% administrative fee.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mohawk has offered a wide variety of capital equipment for the Sourcewell member agency garages.</p> <p>The below equipment offering is found in the overwhelming majority of automotive (or truck) repair garages. (Exhibit #1)</p> <ul style="list-style-type: none"> • Mohawk light, medium and heavy-duty lifts of various types and capacities (exhibit #71) to raise and service any vehicle. • Hunter Engineering, supply partner of 22 years, offers a complete line of wheel service equipment including tire changers, wheel balancers, brake lathes, alignment racks, ADAS machines and test equipment. Hunter has been a Sourcewell supplier with Mohawk for 14 years and 3 contract periods. • Gray Manufacturing offers a full line of portable shop equipment ranging from floor and transmission jacks to a smaller capacity mobile lift, shop presses and jack stands. Gray has been a Sourcewell supplier with Mohawk since the original NJPA award of 14 years ago. • Westmatic Corporation offers a full range of large vehicle washing equipment. Westmatic was a supplier for the first NJPA award with Mohawk in 2009. Mohawk reports millions in annual agency usage. <p>New offerings include:</p> <ul style="list-style-type: none"> • Worky brand of exhaust evacuation and garage work benches. • Miller Welding machines • Liftpoint material handling service lifts (for servicing material handling equipment) • CAES vehicle air conditioning service equipment. • Legacy Air Compressors <p>Sourcewell seeks an award with the breadth and scope to satisfy the needs of member agency garages. The Mohawk Lift offering of capital equipment permits members to access the discounted and delivered prices of the most common pieces equipment found in any garage. The five new suppliers have expressed a keen interest in working with an experienced Sourcewell supplier who is willing to teach these companies and their sales teams how contract sales serve government facilities while also growing their government market share.</p> <p>Acceptance of these new products under the Mohawk award puts Sourcewell at a huge advantage over the NASPO vehicle lift award. NASPO doesn't offer these 5 new categories. This advantage will lead to additional statewide adoptions. Examples include state level adoptions in GA, NV, MO, NY and soon to be NC. These 5 states withdrew from the NASPO vehicle lift contract and established a Sourcewell adoption to better serve their state agencies and political sub-divisions with more choices of equipment.</p> <p>One state wants to adopt the Mohawk award yet cannot based on state procurement statute of only being able to participate with the highest scoring vendor of a cooperative contract. Mohawk did not have the highest score on the prior award. Hopefully, increasing the Mohawk offerings plus Mohawk Lifts safety, quality, best value proposition, and continued sales leadership will allow Mohawk to finish as the top scoring vendor.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>#1 Mohawk Vehicle lifts and related accessories</p> <p>#2 Wheel service equipment (tire changers, wheel balancers, aligners, brake lathes, test equipment)</p> <p>#3 Westmatic Large vehicle washers</p> <p>#4 Gray Portable shop equipment (floor jacks, jack stands. shop presses, filter crushers, bumper lifts)</p> <p>#5 Miller welding equipment and accessories</p> <p>#6 CAEUSA/Texa freon exchange (AC machines) equipment</p> <p>#7 Legacy Air Compressors</p> <p>#8 LiftpointUSA material handling lifts and accessories.</p> <p>#9 Worky exhaust evacuation equipment and garage work benches and cabinetry.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Vehicle lifts	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mohawk US made lifts have the lowest cost of ownership, the widest range of lift types, lift capacities (7,000 to 240,000 lbs) and offer more options than any other lift company. Mohawk Lifts is an experienced Sourcewell vendor and leading supplier in this category for 14 years..	*
72	Diagnostic equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Supply partner Hunter Engineering offers diagnostic equipment to determine alignment, steering, braking, tire wear plus the largest offering of wheel balancers, tires changers, brake lathes, alignment racks, ADAS (Advanced Driver Assistance Systems) and a full offering of heavy truck equipment. Hunter is US made & the largest manufacturer of this type of equipment.	*
73	Stationary air compressors and ventilation systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mohawk offers the full line or Worky exhaust evacuation products, reels, hoses, blowers, and fans to serve automotive or heavy duty applications	*
74	Garage tooling and equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	<ol style="list-style-type: none"> Mohawk's offers the Miller brand of welding equipment (as every public sector garage has a welder). Gray Manufacturing line of portable shop equipment which ranges from floor jacks & jack stands, shop presses, transmission & floor jacks 	*
75	Vehicle wash systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	For the 14 years when NJPA started this category Westmatic large vehicle washes have partnered with Mohawk to supply school bus, transit, & various types of large vehicle washes to Sourcewell member agencies. The 8 states that have adopted the Sourcewell contract all have Westmatic available.	*
76	Related parts, supplies, and accessories related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mohawk & all supply partners offer a variety of accessories to broaden the scope of the vehicles being serviced & options needed.	
77	Installation, repair, and maintenance services related to the offering of 71 - 75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mohawk through our national network of independent resellers, distributors, installers have always offered installation of lifts. The same group of resellers all have repair, service, and maintenance departments. These are the same companies that become the annual inspector of the lifts to meet the ANSI standard of independent annual lift inspections.	

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

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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.”
 - [Pricing](#) - Pricing.zip - Thursday December 07, 2023 16:21:01
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Thursday December 07, 2023 16:19:34
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday December 07, 2023 14:37:41
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Thursday December 07, 2023 14:38:13
 - Standard Transaction Document Samples (optional)
 - [Upload Additional Document](#) - Additional Docs.zip - Thursday December 07, 2023 14:38:30
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, 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.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. 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 the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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. - Christine O'Reilly, CFO, Mohawk Lifts LLC

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

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_RFP_121223_Vehicle_Lifts Wed November 15 2023 03:04 PM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_121223_Vehicle_Lifts Tue November 14 2023 04:21 PM	<input checked="" type="checkbox"/>	2