



## **Solicitation Number: RFP #111522**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Multihog Ltd., IDA Finnabair Business Park, Dundalk Co., Louth Ireland (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 Airport Runway Equipment with Related Supplies and Services 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.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 3, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **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 Sourcewell for this Contract and must provide prompt notice to Sourcewell 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 Sourcwell 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. *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 Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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 Sourcewell 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.

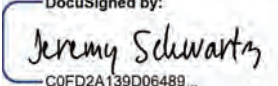
## **22. CANCELLATION**

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.

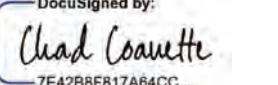
Sourcewell

Multihog Ltd.

DocuSigned by:  
  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 2/2/2023 | 1:38 PM CST

DocuSigned by:  
  
By: \_\_\_\_\_  
E42B246299DE43E...  
Michael Ferris  
Title: Regional Sales Manager  
Date: 2/3/2023 | 3:22 PM CST

Approved:

DocuSigned by:  
  
By: \_\_\_\_\_  
7E42BBF817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 2/3/2023 | 3:24 PM CST

# RFP 111522 - Airport Runway Equipment with Related Supplies and Services

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## Vendor Details

Company Name: Multihog Ltd  
Address: IDA Finnabair Business Park  
Dundalk , Co. Louth A91CY92  
Contact: Michael Ferris  
Email: michael.ferris@multihog.com  
Phone: 443-852-1842  
Fax: 443-852-1842  
HST#:

## Submission Details

Created On: Sunday October 23, 2022 13:22:53  
Submitted On: Tuesday November 15, 2022 12:42:58  
Submitted By: Michael Ferris  
Email: michael.ferris@multihog.com  
Transaction #: 7b9e1cb2-d82b-4f56-b688-8c527aeec8c6  
Submitter's IP Address: 97.118.184.172

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell 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")	Multihog Ltd
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A No other subsidiaries related to this proposal.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A No other assumed names or DBA names.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Multihog Ltd DUNS: 896896623  Our dealer network primarily process the sale and have Unique Entity Identifier (SAM) to sell to government agencies. See supporting documented for more details
5	Proposer Physical Address:	Multihog Ltd IDA Finnabair Business Park Dundalk Co. Louth Ireland
6	Proposer website address (or addresses):	<a href="https://www.multihog.com/">https://www.multihog.com/</a>
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):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland  michael.ferris@multihog.com 443 852 1842
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Ferris Regional Sales Manager IDA Finnabair Business Park Dundalk Co. Louth Ireland  michael.ferris@multihog.com 443 852 1842
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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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>Multihog was first launched in 2008 as a multipurpose tractor manufacture. Since then, Multihog has grown rapidly and steadily into a major provider of airport equipment across the globe. Multihog offers a wide array of airport solutions from snow removal to rubber removal and everything in between. Our constant innovation and pursuit of quality has allowed us to service the world's busiest airports such as John F Kennedy Airport, Toronto Pearson, Heathrow London, Baltimore, Indianapolis and many more. Please see a full reference list of airport customers attached to this response.</p> <p>Multihog operates from its Global HQ in Dundalk, Ireland where we design and manufacture our wide product range. Multihog's ethos is to produce quality and innovative solutions and because of this Multihog has units in operation all cross the world from the USA to Australia. Our drive and enthusiasm for innovation and quality comes from the very top with our two directors who have more than 60 years' combined experience in the machinery manufacturing industry.</p> <p>Today the Multihog range is utilized as essential airport runway maintenance equipment that is operated by the world's busiest airports, municipalities &amp; contractors, and we trace our success back to one guiding principle: innovate, innovate, innovate. We've built a team of the best and brightest engineers, who strive for improvement every day, so that we can be sure our unique product offering is of the best quality across our different markets. We're very proud of our dedication to innovation, our outstanding R&amp;D department and our drive to create an exceptional product.</p> <p>Our greatest asset to the airport industry is our focus on the challenges they face and creating turnkey solutions to match their needs. Airports run a unique operation that requires the right tool for the right job. Multihog is constantly researching and working with airports all over the world to find areas we can develop new technology that can be utilized for efficiently. We are extremely confident that we are moving forward with the times and will be able to offer products for all the new and upcoming challenges that airports will face.</p>
11	What are your company's expectations in the event of an award?	<p>Our goal is to supply the very best of equipment to the airport industry to help them face the challenges ahead in transportation industry. Airports are under increased pressure to meet demand and having the correct equipment, training and supplies support is crucial at this time. This contract will give airports access to the equipment they need to keep their operations running smoothly.</p> <p>In the event of an award Multihog will immediately implement the various plans and procedures that have been prepared and outlined in this document to ensure the supply of the Sourcewell specific pricing, sales efforts, servicing etc. We are confident that this in-depth plan will allow us to effectively target Sourcewell members and to cater for any need or expectation they have. We will make a concentrated effort to attain a high volume of Sourcewell contract-based sales with members and to supply our products and service in a manner that meets and surpasses requirements. We hope to continue build a mutually beneficial relationship with Sourcewell and maintain a high level of communication and reporting to allow both parties to grow together with the intent of increasing sales and performance over the course of the contract.</p>
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>Multihog is a world leader in airport equipment and has been growing steadily and confidently to match out projections. Like everyone the COVID 19 global pandemic had an adverse effect on revenue in recent years. The transportation sector has a whole was hit extremely hard as can be seen by our dip in 2020 (FY21, Multihog financial year is February to February). However, as an essential piece of equipment we were able continue operations and grow from FY20 (2019) to FY22(2021). Please see supportive documents for details.</p> <p>Multihog has seen steady growth since launch and in 2017 relocated to a new facility to increase production capability. Multihog opened its new global HQ and in doing so expanded its operation from a 30,000 sqft facility to a 90,000 sqft facility.</p> <p>In addition, at the end of 2017 Multihog also secured €7m in new investment for further expansion giving the company a better foothold for entering new markets product development.</p> <p>With the huge success of our CV 350 sweeper we are currently looking at expanding our facilities footprint even further as we have had to double our production capability for this model year on year to meet demand. To ensure production in these turbulent times we are also increasing or on hand supply of parts which also required additional space.</p> <p>See supporting documents.</p>

13	What is your US market share for the solutions that you are proposing?	<p>The Multihog range is incredibly tailored to airports making us a market leader in this area. Multihog' most popular turnkey solution in the airport runway sector is our Combination Snow Plow and Broom coupled with De-icing Sprayer or Salt Spreader mounted on our MX or MH models. Currently we are the only provider in this market for this application at this scale. This solution includes Multihog patented technology giving us a further edge in controlling this market.</p> <p>Multihog has successfully penetrated key customers in this market space in both US and Canada for example, JFK, Newark, Dallas Fort Worth, Vancouver, Toronto, and Montreal, Baltimore, Indianapolis. This exposure and success places us in a prime position for growth going into 2023.</p> <p>Due to the niche nature of these products our market share range varies but it often higher than 35%.- 45%</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	Due to the niche nature of these products our market share range varies but it often higher than 35% - 45%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>N/A</p> <p>No our business has never petitioned for bankruptcy.</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B): Multihog manufactures the range of equipment detailed in this proposal.</p> <p>As a manufacture with extensive experience at our top level we know the process of delivering the very best equipment starts at the factory but must be complimented by a smooth and efficient sales, delivery, and support network. The Multihog platform to supply our equipment comprises of Multihog employees who directly engage in the market along with our third-party distributors who we support on a daily basis to represent our range.</p> <p>Our distributors are comprised of top-rated entities with a huge amount of presence and experience in this market space. We are committed to providing as much support as possible to them and are heavily involved in all Multihog related activity. We maintain a constant dialogue and reporting system with our dealers at all times, our US based Dealer Sales Support and After Sales Support departments are on hand to work with our dealers on a 1:1 basis.</p> <p>Each of our dealers carry demo and stock equipment allowing them to respond rapidly to customer interest which is a huge advantage in this industry. In the current economic climate, we are dedicated to being able to supply equipment in a time frame to meet customer needs. This is of vital importance to keep critical transportation infrastructure maintained and functioning.</p> <p>Multihog puts a heavy focus on ensuring all our distributors are constantly engaging with their customers to introduce and demo our products to further drive sales. Our Dedicated Dealer Sales Support team are on the ground working with our dealers to ensure they have all necessary support they need to reach Multihog' s high quality standards. They play a leading role in sales, market analysis and development. They are Multihog employees who go through rigorous training and act as a clearly defined communication channel and network between Multihog and our dealers. Our dealer sales support team will work with our dealers on a large range of activities which gives our customers the best possible service. Our dealers sales and service members are also fully trained as highlighted further on.</p>	*
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.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>N/A</p> <p>No suspension of Debarment.</p>	*



**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	<p>PM 10/PM2.5 Testing In 2019, our CV sweeper was awarded a 4 star rating (the highest available) on the sweeper industry PM10/PM2.5 test. This test measures particulate matter and its handling during sweeping and is the gold standard for the sweeper industry because it directly impacts the amount of particulate dust which is expelled from a sweeper into the surrounding environment (which is often urban and densely populated). In order to achieve the 4 start rating, the Multihog sweeper had to collect at least 60% of the dust during the test. It actually collected 96% of dust during the test.</p> <p>European Type Approval All of our machines have European Type Approval, which involves some of the strictest safety testing in the world.</p> <p>AGR (German award) Our CV sweeper has been awarded the AGR seal of approval, awarded by the German medical association campaigning for healthier backs. Awarded only to products whose back-friendly design has been verified by an independent medical testing committee.</p>
20	What percentage of your sales are to the governmental sector in the past three years	85% - 90%
21	What percentage of your sales are to the education sector in the past three years	<p>5%</p> <p>This is a growing market for Multihog and we believe it will be a big growth area for us over the coming years. Again, this area was hit hard with the COVID 19 pandemic but we are excited for the future in this market space.</p>
22	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?	H-GAC GR01-18 Awarded: Feb 2018 Sales Volume: \$520,000
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?	N/A

**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 *
West Lafayette Street and Sanitation	Ben Anderson	765-404-8441
Township of Montgomery	Art Villano	908-874-3144
Vancouver Airport	Arnie Jassman	604-276-6516

**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 *
Laval Municipality	Government	QC - Quebec	Snow Removal, salt spreading, high pressure washing.	18 units with associated attachments. 9 with associated attachments.	\$4,000,000
Chicago City	Government	Illinois - IL	Snow removal, sanitation and high pressure washing.	3 units with associated attachments. 6 units with associated attachments.	\$1,850,000
Montana State University	Education	Montana - MT	Snow removal, grass cutting, material spreading	5 units total in fleet. All individual. Most recent for unit and associated attachments.	\$220,000
Indianapolis airport	Government	Indiana - IN	Sanitation and sweeping.	1 unit with associated attachments.	\$180,000
Baltimore Airport	Government	Maryland - MD	Sanitation and snow removal.	1 unit with associated attachments.	\$175,000

**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 *
26	Sales force.	<p>Multihog combined sales force includes an extensive dealer sales network, direct outside sales and direct inside sales support. All the personal in this team are experienced and fully trained professionals who are focused on supplying quality solutions to Sourcewell customers.</p> <p>Multihog has a team on the ground in the US strategically placed to give direct access to customers and to support our dealer network. Our support structure is split into 3 main areas. Eastern US/Canada, central US/Canada, and western US/Canada each with their own respective territory manager. They work in their areas but also as a team to maximize efficiency.</p> <p>Our inside sales support is focused on developing leads for our dealer network and outside sales staff to promote the Multihog product range. They develop leads by direct reach out, email and social media platforms such as LinkedIn.</p> <p>Multihog has a proven track record in sales with an extensive history of success all over the world. Our dealer network is fully developed with a global team and network that reports to our Director of Sales. One of our most important sales metrics is the amount of repeat business we have with customers who continue to invest in Multihog after their initial purchase. This is a key part of our business model as airports continue to build out their fleet of Multihog machines.</p>

27	Dealer network or other distribution methods.	<p>Multihog has an extensive and developed dealer third party dealer network for sales distribution. Please see the large dealer map included (PDF/Print form in support documents. Multihog has coverage across all of North America. Hawaii and Alaska will be dealt with directly through Multihog.</p> <p>Our dealer network is comprised of third-party entities who are top-class equipment suppliers who specialize in selling to government and state agencies such as airports, municipalities, and universities. Our dealer network has a combined sales force of over 120 experienced sales personal who are focused one government agencies and state agencies. Each person in this sales force is fully trained on the Multihog product offering so they can effectively sell to their customers.</p> <p>Our US dealer network is comprised of 14 dealers who sell and service in their respected areas.</p> <p>Our Canadian dealer network comprise of 6 dealers who sell and service in their respected areas.</p> <p>In the award of the contract we will conduct additional and regular Sourcewell training to ensure they are effectively using the contract and promoting it to its full extent. This is extremely important to develop our sales with Sourcewell.</p>
28	Service force.	<p>Service is completed by our dealer network who are extremely experienced in this area of support. Our dealer network receives regular training from Multihog to stay up to date to ensure the best service possible. We conduct in person training at dealer locations as well as training schools are our factory. This is a key part of Multihog core values as our equipment is essential for runway maintenance and must be supported fully.</p> <p>Our dealers have in house service and also on-site road service so they can offer top tier support. The service team among are dealer network comprises of approx. 100 dedicated service technicians.</p> <p>Multihog also has a dealer service support team comprised of on the ground service support and also factory direct service support. They work closely with all dealers to ensure they are fully trained, supported on day to day activities, and achieving targets for their markets. They are available to assist with training, troubleshooting and walk-through service when required.</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>Each of our dealers will deal directly with their customer base in terms of purchasing and invoicing. Each dealer will process a Sourcewell members purchase order. Both Sourcewell Members and dealers will ensure that these purchase orders are marked to indicate this purchase order is made under the contract number for the awarded contract. Every dealer will be required to report monthly on their Sourcewell activity including submission of purchase orders.</p> <p>Multihog will then invoice each dealer for the Sourcewell admin fee based on their activity and compile a full quarterly report including the admin fee to be paid to Sourcewell. This allows a single entity, Multihog Ltd, to control the reporting and payment of the admin fee. Our dealer sales support team works directly with our dealer network in North America so will be directly involved with ensuring that purchase order processing and reporting is carried out in accordance to both Multihog and Sourcewell requirements.</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>At Multihog we are fully committed to offering after sales service and support to the highest level of excellence. We are heavily focused on keeping our dealer network up to date on service support and emphasize that our end customers should have minimal downtime when it comes to service.</p> <p>Dealer Network – All of our dealer network is fully trained on service and will handle customer service and maintenance with both on the road support and in-house capability. All dealers are capable of 24 hours service and rapid response.</p> <p>All Multihog dealers stock spare parts and Multihog is also capable of shipping spare parts to the US within 24 hours.</p> <p>24 hour factory call out -When required Multihog will have a factory service member dispatched within 24 hours to assist dealer support and can even offer onsite support on a case by case basis.</p> <p>Training – Training with our dealers happens on a quarterly or bi-annual basis. New personal will undergo a 3-5 day training course undergoing detailed training on all areas such as assembly, hydraulics, electrical, and software training.</p> <p>Factory Support – All dealer support personnel have direct access to Multihog's after sales support team for trouble shooting assistance when needed. At Multihog we pride ourselves on the level of support we offer and our turn around times when resolving customer issues. It is mandatory for dealers to be able to uphold these levels of support that we set here from the factory.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Multihog has a well-established reputation for supplying equipment into the airports, municipalities, and educational institutions, across the United States. We built this reputation on our ability and willingness to supply the very best in equipment that is engineered for the task at hand. We are focused on continuing to build that relationship even farther as we develop even more products that can help these industries function effectively.</p> <p>We view all our customers as partners and work closely with them to continue to improve and develop our range. This along with our with level of experience gives us the ability to provide turkey solutions for the specific maintenance challenges they face.</p> <p>With significant financial, personnel and R&amp;D investment in the United States we are confident that our ability to supply Sourcewell members will continue to increase.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Multihog is just as dedicated to selling into the Canadian market as it is to the US market. We are striving for success in the North American market as a whole.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional limitations.</p>	*
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>Multihog will fully serve every any participating entity who would want to purchase through the contract. Multihog is not restricted by regional or other contractual obligations.</p> <p>There are no restrictions on entity sectors that we can supply to.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no contract requirement or restrictions with Multihog for participating entities in Hawaii and Alaska and in US Territories</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
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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.	<p><b>Direct:</b> Our direct marketing is done through our USA sales team in conjunction with our USA dealer network. Our sales team is on the road around 90% of the time, travelling from one dealership to the next, carrying out sales training, assisting with demonstrations and cold-calling on prospective customers to generate sales leads. As the Multihog is quite a technical product, we feel that it's necessary to support the dealers very closely, in order to ensure that the customer receives the right Multihog for their needs. The Multihog sales team is consistent in promoting the Sourcewell contract as a purchasing solution, both with the dealers, and on-site directly with customers. We can see the demand for it from our customers, and it's a valuable sales tool for our brand.</p> <p><b>Online:</b> Multihog dedicates a lot of resources to online marketing, and we believe it is a leader in its field in this respect. Over the past year, we have completed a comprehensive UX redesign of our site to ensure that it not only looks good visually, but is also funnelling web visitors towards completing a contact form or booking a demo (see attached images of pre and post web redesign). The website, <a href="http://www.multihog.com">www.multihog.com</a>, features the Sourcewell logo in the footer of each page, along with links to our vehicles and the contact form (see attached image), to ensure that prospective buyers know that Sourcewell is an option for them. We also push our dealers to promote the Sourcewell contract with their customers, both at live demonstrations of the Multihog vehicles, and also on their own social media channels. Multihog is also very active on social media, posting twice per week on average, across Facebook, Twitter, LinkedIn and Instagram (see attached images of social media posts). We also have a comprehensive YouTube channel, with more than 1,200 subscribers. Multihog also completed an extensive digital marketing project between 2020-2021. This involved mapping our buyer personas to better market our products to them, the aforementioned UX website re-design, building customised landing pages for Google Ads campaigns, and setting up a comprehensive marketing automation system to nurture leads and contacts which come through our website. All of this work was undertaken to level up our digital presence and to drive more sales online through our website.</p> <p><b>Trade Events</b> As a manufacturer, Multihog attends a number of exhibitions and conferences each year in the USA, and we also support our dealers with smaller, more regional trade events. Since becoming a Sourcewell partner in 2019, and despite many trade events being cancelled in 2020/2021 due to the pandemic, we have still attended a number of important shows, and have displayed Sourcewell pop-up poster stands and teardrop flags on our machinery and stand at each one. This ensures that any stand visitors (generally municipalities) know that they can use Sourcewell to buy our equipment. We are constantly evaluating our marketing activities and measuring our efforts between physical marketing (trade shows) and digital marketing (online) in order to best reach our target market.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Here are some of the ways we've improved our digital presence (and in turn, marketing efforts) since 2020:</p> <p>Working with a digital marketing agency, we have undertaken a lot of work, including a research project for paid advertising (from which monthly ad campaigns are ongoing), a 'social selling' course for our sales team to more effectively reach buyers online, a UX redesign of our website, setting up a KPI and reporting framework to measure our marketing efforts and the launch of a marketing automation system as a way for our sales and marketing teams to track leads. All of these elements are elevating our marketing efforts in the USA (further (commercially sensitive) details can be obtained upon request.</p> <p>In July 2021, we also hosted a 'Bike Lanes &amp; Trails' webinar, as a way to reach municipal customer during difficult pandemic lockdowns. We worked with our dealers to ensure that the correct buyers were invited and registered for the event, and it was a success.</p> <p>We have ongoing monthly status meetings with our digital marketing agency to evaluate the success of current marketing efforts, and to plan future projects. This ensures that our marketing initiatives are never stale, and always reflective of current digital trends.</p> <p>As mentioned previously, we are consistent users of social media, and use it to promote new vehicle models, attachments, trade events and dealerships to our followers.</p>

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?	<p>Sourcewell's role is to promote the Sourcewell procurement process with participating entities, potential entities who are not yet participating, our dealer network and Multihog itself. The promotion of the contract and development of participating entities is key to the contract's success. This will depend on Sourcewell promotion directly with entities but also training and supporting our sales network to ensure we promote it to its full ability.</p> <p>We would expect Sourcewell to market the awarded contract through email, online, shows, and other available outlets to notify existing and potential members that Multihog is now participating in Sourcewell.</p> <p>Sourcewell is our primary contract for government agencies, so the promotion of its availability is paramount for our sales force.</p>	*
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.	No, due to the technical nature of our equipment we recommend that our customers first have a consultation with our sales force to understand the requirements fully and supply the correct equipment to guarantee customer satisfaction.	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Full operational and maintenance training is standard with all Multihog equipment by our dealer network and Multihog support team. This includes an onsite training with operators and maintenance staff to ensure longevity and smooth operation of our equipment.</p> <p>This training includes but is not limited to</p> <ul style="list-style-type: none"> <li>- Full operation training.</li> <li>- Cleaning and troubleshooting.</li> <li>- Daily checks and maintenance.</li> <li>- Annual service.</li> <li>- Attachment training.</li> </ul> <p>On request we can also additionally offer training at our factory.</p> <p>Multihog also utilizes this training to get receive feedback on the how our equipment is used. We listen to the needs of our customers and constantly try to improve and innovate our range.</p> <p>Multihog has huge amount of experience in airport operations which allows us to train and pass on that experience to our customers.</p>	*



<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Multihog prides itself on our constant innovation. Our aim is to develop the right tool for the job and not just apply a cookie cutter approach. Multiple aspects to our range are unique to Multihog and were specifically designed for the airport industry.</p> <p>Spring and shock absorber suspension – The Multihog CX and CV range offers spring and shock absorber suspension on all four wheels. This gives an incredibly smooth and stable ride maximizing comfort and safety for the operator. This type of technology is a first in its class with all the competition still adopting rigid axles.</p> <p>Remote software updates - Our engineering team at Multihog has the capability to remotely login and download diagnostics from a machine anywhere in the world once the end customer has a laptop and internet connection. This is a huge advantage from a support perspective as it allows our support team to troubleshoot issues even before there is someone on the ground with the machine. This is available on all models.</p> <p>Tier 4 final engines –All of our engines are Tier 4 final category engines meaning they are among the cleanest diesel engines in the world. In addition our CV unit boasts a Tier 4 Final engine without the need for a DEF or DPF system.</p> <p>Noise level – At Multihog we use the latest in noise dampening technology in our cab manufacturing process to reduce the noise level to as little as 64 dB on our MX range and 69 dB on our CX and MH range. This level of noise reduction in the cab means for the operator it is a very comfortable environment to work in with no need for any external ear protection.</p> <p>Weight transfer control – Each Multihog model can have the optional weight transfer extra which allows the operator, through the innovative user interface, to transfer the weight of the attachment onto the front wheels for added traction and control. This is useful for applications such as snow blowing.</p> <p>Customizable Software and Password Control – Multihog has its own in-house software team. This allows us to provide custom software to customers depending on their needs. Many customers in the past have requested advanced settings and functions which can also be password protected allowing the Multihog to be setup for a certain function by a master operator/controller and then locked to prevent any changes during daily use.</p> <p>Down Pressure – Each Multihog model can have the optional down pressure function. An advance hydraulic circuit allows the user to adjust how much down pressure is applied to the attachment. This is extremely useful when a constant force needs to be applied to the attachment onto the surface it is operating on such as cold planning or runway grooving.</p> <p>R&amp;D – Innovation and development are core elements to Multihog’s strategy. At Multihog we employ techniques utilizing advanced software to simulate stresses and forces on our engineering designs. This way we can ensure that our Multihog machines are built extremely robust while remaining agile and maneuverable.</p> <p>Patented Technology – Multihog is the only manufacture to produce the combination plow and spreader as a turn key solution with Salt Spreading and De-Icing capability. This is a major success in the airport industry and is one of our bestselling offerings. The combination plow and broom includes patented technology allowing for auto centering of the broom when angled so the broom always maintains a center line cleaning path. This is one example of patented technology that Multihog owns allowing us to stay ahead of the Market.</p> <p>Advanced CFM – the CV 350 utilizes next generation fan technology to produce over 4,700 CFM in a compact unit. This is an immense amount of suction power that is invaluable to collect heavier debris.</p>
<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><b>ECO-FRIENDLY VEHICLES</b></p> <ul style="list-style-type: none"> <li>• Reducing emission levels is a central part of machine development at Multihog. We are continuously improving our designs to take account of newer, cleaner engines which are released, generally opting for those which far exceed regulatory obligations.</li> <li>• All of our machines have long maintenance intervals (100 hours for first service, and 500 hours between each service thereafter). Less maintenance on each machine means that consumption of maintenance consumables is reduced considerably over a vehicle’s lifecycle (e.g. oil and fuel filters).</li> <li>• The hydraulics in all of our machines are designed to be load-sensing. This means that they are optimised to provide the required hydraulic flow at the lowest revs possible, and unlike a gear pump system the oil is circulated only when required. This saves unnecessary fuel wastage when driving.</li> <li>• The multi-purpose nature of our machines encourages efficiency in equipment purchasing. One Multihog can carry out various tasks, and often can replace up to 3 other</li> </ul>

		<p>machines, each of which would be in operation only seasonally. This reduces unnecessary machinery production and purchasing, which is beneficial both financially and environmentally (less landfill/scrap metal at end of lifecycle).</p> <ul style="list-style-type: none"> <li>• As we write our own software, particularly CAN bus, we have been able to reduce the amount of cabling and other unnecessary components running through our machine. This not only reduces component use in the build of the machine, but also reduces the number of components which would be replaced as spare parts over a machine's lifecycle.</li> <li>• Since control of our machines is software-based, they can be remotely updated regularly anywhere in the world, and do not become obsolete in later years.</li> <li>• All of our machines can be operated using bio fuel, a more eco-friendly fuel alternative. (B7 fuel for CV, HVO &amp; B20 fuel for MX and B10 fuel for CX).</li> </ul> <p>ECO FRIENDLY PRODUCTION</p> <ul style="list-style-type: none"> <li>• All of the components we use are high quality and proven to be reliable. We don't use cheap components which need to be replaced regularly. This reduces unnecessary component production.</li> <li>• In 2017, the lighting in our factory was replaced with LED lighting throughout, as it is more eco-friendly.</li> <li>• All of the cardboard, wood (pallets) and waste steel used in our production is recycled.</li> <li>• We are 75% through a plan to replace all air powered tools with more efficient battery powered tools.</li> <li>• We are reviewing a "Going Green" plan for the factory floor, to make our production even more eco-friendly.</li> <li>• All waste oil is re-cycled.</li> <li>• All the steel used for the structure of our vehicles are powder coated to withstand corrosion and extend the product lifecycle.</li> <li>• Our components are salt tested to ensure they withstand corrosion to extend the product lifecycle.</li> </ul> <p>ECO FRIENDLY OFFICES</p> <ul style="list-style-type: none"> <li>• Individual plastic water bottles have been swapped for refillable water cooler stations.</li> <li>• Waste-heavy coffee machines which use individual, unrecyclable pods have been swapped for larger drums of instant coffee.</li> <li>• All waste is segregated into recyclable bins.</li> <li>• All of our hospitality items have been reviewed for their impact on the environment (paper cups have been swapped for ceramic mugs, plastic cutlery has been swapped for stainless steel and polystyrene plates have been replaced with reusable ceramic plates).</li> </ul>
43	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.	N/A
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.	Our dealer Guthrie Heli-Arc is women or Minority Business Entity (WMBE)

45	<p>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>	<p>Multihog is dedicated to supplying the correct equipment to get the required application completed safely, efficiently, and effectively. To do this we have the ability and willingness to develop products that are suited and designed to complete the task at hand. One of our unique attributes is our passion to develop products from the feedback of our customers.</p> <p>We see our customers as partners and often develop and test our products with existing customers. This allows us to get the information and feedback we need to supply the turnkey solutions in these specific applications.</p> <p>Our top-level experience is a vital part of this process.</p> <p>Jim McAdam – Managing Director  Jim spent a large part of his career as Managing Director of Moffett Ltd, the reverse-drive tractor &amp; forklift manufacturer. A trained engineer, he was pivotal in the development of the very successful Moffett Mouny truck-mounted forklift, which has sold over 50,000 units worldwide. After the successful sale of Moffett Ltd. Jim established Multihog to develop a machine for mowing grass on slopes, &amp; much of the vehicle's incredible evolution since then can be attributed to his knowledge &amp; expertise in innovation</p> <p>Gerry McHugh  Like Jim, Gerry also began his career as an engineer with Moffett Ltd., before taking over as Managing Director of Aisle-Master Ltd. There he led the development of the narrow aisle forklift, a machine which can increase warehouse capacity by up to 50% thanks to its ability to work within incredibly tight spaces. Since joining Multihog as technical director in 2010, Gerry has been instrumental in fine-tuning our product range thanks to his passion for quality and keen eye for detail.</p> <p>The vast experience of our top level leadership is an incredible asset to Multihog and has allowed us to develop our range of airport specific technology that any airport could utilize.</p> <p>Multipurpose – The multipurpose nature of our equipment is one of the most defining and unique benefits to our equipment. To be efficient no entity should have equipment not being utilized through out the year. With our various attachments Multihog units are true all season equipped machines.</p> <p>Support – Multihog offers best in class support to customers globally. Our dealer network is fully trained in service and maintenance of the Multihog product line. Sourcewell members can be assured they are purchasing a reliable product that also has a concrete support network behind it. Along with a trained dealer network Multihog is on call 24/7 and available to put factory support on the ground when required.</p> <p>Serviceability – Each Multihog model is intended for round year use where the machines runs through all 4 seasons so needs to be designed to be robust serviceable to reduce any down time. Easy access for maintenance and service is huge part of this to minimize time spent taking apart the tractor to perform simple tasks such as filter changes or oil checks. For example, Multihog has designed the surrounding panels so they hinge open allowing direct access to the engine bay from both sides and the top of the machine. Multihog also offers an option for hydraulic tilting cab to for ease of access to maintenance points on the underside of the cab which is extremely advantageous when there is on only one maintenance member working on the unit.</p> <p>Training – As highlighted above training is offered as standard to Sourcewell members.</p> <p>Carrying Capacity – The Multihog models have a carrying capacity between 4410 lbs to 7716 lbs depending on the model as highlighted in the technical specification for each model. The MX range is capable of the full 7716 lbs carrying capacity with no other multipurpose tractor in its class matching this. This is due to the robust design and premium quality wheel motors used giving a front and rear axle capacities of respectively 7716lbs and 9920 lbs. Are rear mounting attachment capability allows for large containers to be mounted right on the rear bed on all models. This uses a pin and rail quick attach system making it a simple task to remove and install rear mounted attachments and can even be done by a single person.</p>
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**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 *	
46	Do your warranties cover all products, parts, and labor?	Yes, our standard warranty covers all products supplied including parts and labor where applicable.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard usage restrictions and reasonable usage limits apply. Please see supporting document for details.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Multihog agrees to pay distributor for 1 no. travelling trip (max 2 hours travel time) to any breakdown/warranty issue. Copied in terms below.	*
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?	No. All areas in in the United States and Canada will be fully serviced for warranty repairs.	*
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?	Yes	*
51	What are your proposed exchange and return programs and policies?	Exchange and returns will be covered at our cost for parts under warranty.	*
52	Describe any service contract options for the items included in your proposal.	Multihog dealers have capability on offering service contracts to the customer. For this product line these types of contracts are very customer specific with regards to their needs. Each dealer has flexibility to offer service contracts on a case by case basis and tailoring the level of service and term of service to the customers' requirements. Some service contracts could be full maintenance, some could be parts only or some could be labor only depending on the dealer and customer requirements.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Net 30. Payment methods are determined by the dealer as multiple options are available.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes. All dealers are capable of offering flexible finance options and can tailor purchase plans to suit the customers' needs and finance requirements.	*
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.	Our order process is designed to be simple for the ease of use by participating members, our dealers and Sourcewell.  1- Members are quoted equipment by our dealers which includes reference to our Sourcewell Contract. This is verified by our dealers and Multihog.  2- In the event of a purchase a PO is issued to either Multihog or our dealer which states the Sourcewell contract # and the member ID number. This is verified by our dealers and Multihog in either case.  3- If direct Multihog will process the order and add the sale to our quarterly report. If the sale is via a dealer the dealer will issue a PO to Multihog which will contain all details including the member ID of the participating entity. Dealer POs are required to state if the sale is under source contract.  4- Every quarter Multihog compiles all direct and Dealer sales to submit to Sourcewell along with the administration fee.	*
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-card and payment process is dealer dependent and on a case by case basis. No additional cost.	*

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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 Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Multihog pricing model will be product category discount. List price is included in the supportive documents. Sourcwell participating members receive a 5% discount from this list price with further discount negotiable on case by case basis.
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.	5% discount from list price in supporting documents as stated above can automatically be applied to Sourcwell members with further discount negotiable on a case-by-case basis
59	Describe any quantity or volume discounts or rebate programs that you offer.	Further discount rates will be negotiable on a case-by-case basis and can be dependent on factors such as volume of order, previous relations with customer and vendor, potential for new business.
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.	We have made every effort to include every product that may be required in this proposal to that relates within the scope of the contract. However, with the technical nature of our equipment there can be requested "nonstandard options" that we can facilitate to ensure the best experience to our customers.  In this case a quote will be supplied upon request and noted as an "Open Market" item.
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.	Installation, set up and training, and initial inspection are all included at no extra fee. If sourced goods require some specialized fitting/installation, then a special case fee may be charged and would be agreed on at time of purchase.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Not an additional cost. Included in list price. This is to facilitate a smooth and efficient purchasing process for Sourcwell members. All pricing given will be to their door turnkey solution with one price.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All shipments can be direct from factory for areas where Multihog deals direct (e.g. Hawaii) or from the closest dealer location.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The pricing in this proposal is inclusive of shipping. This is to streamline the purchasing processing for participating members and avoid unexpected additional costs.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than 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 Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>We plan to further develop or robust self-auditing system to meet the increasing demand for our products.</p> <p>Pricing – Sourcewell pricing is distributed to all dealers immediately upon contract award. As described our dealer support team is involved from the ground up so all quoting is verified at every stage. Pricing is also verified with each dealer before acceptance of the PO. Sourcewell pricing is accessible via our dealer portal.</p> <p>Reporting – Our dealer network will receive immediate training on our reporting structure. This has been redesigned to accommodate our growing business. Each dealer is required to report all Sourcewell sales monthly. Every quarter this information is compiled and verified. It is then reported to Sourcewell along with the appropriate fee.</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.	<p>Multihog will be measuring a number of metrics to gauge and drive sales through the Sourcewell contract. At Multihog we already look at performance of each dealer and sales person to generate actionable information. These metrics include</p> <ul style="list-style-type: none"> <li>• Total unit sales per sales person</li> <li>• Total unit sales per dealer</li> <li>• Total revenue sales per sales person</li> <li>• Total revenue sales per dealer</li> <li>• Number of bids won</li> <li>• Number of bids lost</li> </ul> <p>With the contract we would add the following metrics</p> <ul style="list-style-type: none"> <li>• Number of unit sales through Sourcewell Vs non-Sourcewell unit sales</li> <li>• Number of unit sales through Sourcewell Vs non-Sourcewell unit sales per Sales Person</li> <li>• Number of unit sales through Sourcewell Vs non-Sourcewell unit sales per Dealer</li> </ul>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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.)	<p>Multihog proposes an admin fee of 2% on unit sale price of each machine or attachment highlighted in this contract.</p>



**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>Multihog is dedicated in developing vehicles of the highest quality that meet and exceed our customers' expectations at every possible point. In our supporting documents we detail our product offering which highlights our innovative approach to servicing the needs of airport customers on a world scale.</p> <p>In short, Multihog offers a range of multipurpose machines ranging from 75HP to 130HP so no matter the application Multihog has the right sized machine for the job. Each of these multipurpose units can run an array of attachments for runway maintenance including snow removal, rubber removal, line removal, salt spreading, de-icing, trash pickup, mowing etc. These attachments can be switched in minutes making the Multihog and invaluable tool for any airport runway maintenance fleet.</p> <p>Our Range of equipment includes our CL, CV, CX, MX Range and MH units. All of which can be utilized for a plethora of different applications. The multipurpose nature of our equipment is huge benefit to our customers who aim to utilize the equipment all year round.</p> <p>Multihog offers a huge amount of attachments for our range which grants our customers the ability to utilize our machines for multiple applications including very specialized and niche operations. As stated we have worked with airports all over the world gathering information and feedback to develop these range of applications.</p> <p>Please see supporting document "Multihog Product Offering" for more details.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> <li>•Runway Rubber Control</li> <li>•Runway Light Cleaning</li> <li>• Runway Verge and Airfield Grass control.</li> <li>• Runway and Airfield Trash Control</li> <li>• Runway Weed Control</li> <li>• Runway Glycol Clean-up <ul style="list-style-type: none"> <li>• Runway Line and Marking Removal</li> </ul> </li> <li>• Runway Surface Cleaning</li> <li>• Runway Taxi Line and Tow Line Snow Maintenance <ul style="list-style-type: none"> <li>• Runway De-Icing</li> </ul> </li> <li>• Runway Salt Spreading</li> <li>•Runway Snow Management</li> </ul>

**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	Plows;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers a wide range of plows including angle plows, variable v plows, box plows, extendable plows. combination plow and brooms.  The various types and sizes of plows allows for them to be utilized all over the airport and runway.
72	Blowers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers a wide array of blowers of various types and widths.  Box blowers, open face ribbon blowers, dual auger blowers, truck loading high chute blowers.
73	Brushes and sweepers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers brushes and sweepers for various applications for runway maintenance including snow management, sanitation, debris collection, FOD collection.
74	Anti-icing equipment and deicing equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers various Anti-icing and de-icing equipment for our range.
75	Rubber removal equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers multiple options for rubber removal including high pressure washers, scrubber decks and mill heads.
76	Runway closure markers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers equipment to clean and maintain installed runway closure markers such as the high pressure washer and scrubber deck.
77	Runway traction equipment;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers multiple options for runway traction management such as surface treatment via mill heads to install runway grooving.
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog works closely with our customers to provide turnkey solutions for the above lines. Th
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Multihog offers parts, supplies, training as standard to all customers. Additional training and consultation on best practices for machine longevity is available.

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

**Line Item 80. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

## 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](#) - Multihog Sourcewell Pricing.zip - Tuesday November 15, 2022 09:04:14
  - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Tuesday November 15, 2022 09:05:38
  - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Tuesday November 15, 2022 09:55:38
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty Statement - Multihog Limited (2022) (1).pdf - Tuesday November 15, 2022 09:41:53
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Multihog Additional Documents.zip - Tuesday November 15, 2022 12:03:03

## 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. - Michael Ferris, Regional Sales Manager, Multihog Ltd

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

Yes  No

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
<b>Addendum_3_Airport_Runway_Eqpt_RFP_111522</b> Tue October 25 2022 01:23 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Airport_Runway_Eqpt_RFP_111522</b> Mon October 24 2022 03:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Airport_Runway_Eqpt_RFP_111522</b> Mon October 17 2022 11:06 AM	<input checked="" type="checkbox"/>	1