

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Waterblasting, LLC, dba Hog Technologies, 3920 SE Commerce Avenue, Stuart, Florida 34997 (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 Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *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 Sourcwell 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 Sourcwell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcwell in writing.

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

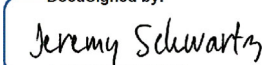
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

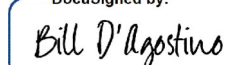
111522-WTB

Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

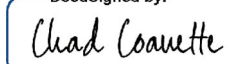
Sourcewell

Waterblasting, LLC, dba Hog Technologies

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
2/2/2023 | 1:58 PM CST
Date: _____

DocuSigned by:

819A4C90E7AD497...
By: _____
Bill D'Agostino
Title: Vice President of Sales & Marketing
2/2/2023 | 11:25 AM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coauette
Title: Executive Director/CEO
2/2/2023 | 2:07 PM CST
Date: _____

RFP 111522 - Airport Runway Equipment with Related Supplies and Services

Vendor Details

Company Name: Waterblasting, LLC.

Does your company conduct business under any other name? If yes, please state: Hog Technologies

Address: 3920 SE Commerce Ave
Stuart, 34997 FL

Contact: Cindie Heikkila

Email: cindie@thehog.com

Phone: 772-872-7437

Fax: 772-223-5461

HST#: 472876221

Submission Details

Created On: Monday October 17, 2022 12:20:08

Submitted On: Monday November 14, 2022 16:44:57

Submitted By: Cindie Heikkila

Email: cindie@thehog.com

Transaction #: 3f71a365-0f67-4315-9bf6-804e3f9b3a95

Submitter's IP Address: 50.250.126.253

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")	Waterblasting, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Hog Technologies	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4KMP1	*
5	Proposer Physical Address:	3920 SE Commerce Avenue, Stuart, Florida 34997	*
6	Proposer website address (or addresses):	www.thehog.com	*
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):	Bill D'Agostino, Vice President of Sales & Marketing 3920 SE Commerce Avenue, Stuart, Florida 34997 bill@thehog.com (772) 214-1714	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cindie Heikkila, Inside Sales Representative 3920 SE Commerce Avenue, Stuart, Florida 34997 (772) 872-7437	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michael Lettengarver, Senior Director of North America Sales 3920 SE Commerce Avenue, Stuart, Florida 34997 (561) 307-2217	

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.	Waterblasting, LLC. has over 25 years in the airport and roadway industry. It began in 1988 where James Crocker owner & founder started out as a pressure cleaning company pressure washing driveways and roofs in South Florida. The pressure washing let to the painting of large commercial buildings which in some cases required him to remove the paint before repainting, and to do this he needed higher and higher water pressures. The higher pressure pumps led to an opportunity one day to remove a road marking for a local contractor which in time led James to the creation of our flagship product the world famous Stripe Hog waterblasting system. The Stripe Hog is used to remove pavement markings and striping from roads and airport runways and also clean the rubber from airport runways. It can also do surface preparation or cleaning the road or airport striping or makings to bring back the reflectivity. The Stripe Hog has been sold in more than 56 countries worldwide and the first units built over 16 years ago are still out in the field working. Since 2014 by customer demand we have innovated additional products to serve our customers. Today we offer many more pieces of equipment like our Rumble Hog that cuts rumble strips, grinds or grooves, Grinder Hog that grinds off markings, grooves for inlaid markings or cuts sinusoidal rumble strips, Hydro Hog for bridge deck patch repair and airport runway repair, Thermo Hog for thermoplastic striping, Paint Hog for paint striping on roadways and airport runways, Pre-Melter thermo skids for filling smaller applicators for intersection striping, Mini Hog ride-on thermo, paint or temporary tape installation, RPM Hog installs reflective pavement markers, Crack Hog for crack sealing, Broom Hog for sweeping, Surface Hog for cleaning pervious pavements or just cleaning large areas, and there are many more innovations on the drawing board! Because we were a contractor first, our systems are built to be the most productive, easiest to maintain, dependable, long lasting systems on the market. We continue to evolve with our in-house team of engineers who continuously develop cutting edge advances to provide the latest technology in the industry. We still operate as a contracting company throughout Florida, this allows us to use this business like a laboratory for new innovations and provides the ability to test our systems before releasing a new product to our customers. Our goal is to provide our customers with the best equipment and customer support possible to ensure their success. Customers are the most important part of our business, without the customer there wouldn't be a company. Core Values: PASSION: With passion at the heart of everything we do, we nurture ideas, inspire excellence, and find creative ways to eliminate obstacles for cultivating growth. INNOVATION: Customer input helps us develop products that best serve their business needs. Providing continual technology gives our customers a competitive advantage. CUSTOMER SUCCESS: When our customers succeed, we succeed INTEGRITY: Nothing is more important than our reputation. We are straightforward and honor our commitments every time. RESULTS DRIVEN: We are driven by strong, results-driven work ethic. TEAM: To maintain an energetic, productive work environment that drives innovation and excellence. MISSION: To continue to be the global leader for water blasting systems by providing the most innovative top quality equipment, and having exceptional relationships with our customers.
11	What are your company's expectations in the event of an award?	To enhance our efforts in bringing the latest innovations, technology and best products to Sourcewell Members, while providing them the most efficient and economical way to purchase equipment and at the best prices.
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.	Attached is a Credit Report, the Division of Corporations for Waterblasting, LLC., reference letter from our bank & vendor and a list of all Airports who have purchased a rubber removal, surface cleaning or paint striping equipment from us. Also attached are some reference letters from Airports who own Stripe Hogs, and we also post video testimonials on our website: https://thehog.com/company/customer-testimonials.html Hog is the clear market leader worldwide for water blasting systems with more units working around the globe than our 5 closets competitors combined. We encourage clients to research all manufactures and water blasting systems to understand the differences between the systems and companies. All systems are built differently and have different features. To make it easy for the customer we list all of our competitors on our website and even have videos showing some key differences of the systems.

13	What is your US market share for the solutions that you are proposing?	Our customers are both Contractors and Municipalities/Airports, and there are more Stripe Hog waterblasting systems operating around the world than our five closest competitors combined. 93% of North America Airports (US and Canada) that own a waterblaster own a Stripe Hog. Due to the cost and life expectancy of 10+ years, most airports only own 1 waterblasting system, if any at all. Hog Technologies has sold a 2nd system to 16 airports in the US/Canada and 7 International Airports. To this date none of our competitors have sold a 2nd system to any airport. We have been so successful in obtaining repeat customer sales because of the superior customer support we provide and the quality and dependability of our equipment.	*
14	What is your Canadian market share for the solutions that you are proposing?	We have sold many Stripe Hog waterblasting systems in Canada and we are the only manufacture who has sold to Canadian Airports. I would estimate our market share for contractors and airports to be about 75%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer and Service Provider. (For this bid we are only offering as a Manufacturer to provide equipment to Sourcewell Members). We sell directly to the end user and do not work with any dealers. We have 2 offices, our headquarters is located in Stuart, Florida, and we have an international office located in the Czech Republic. Our sales team members are employees that work directly for our organization and located at both offices. The same for our service team members. We do have what we call "Agents" in some countries where they can sell equipment on our behalf in their regions. International parts orders for Europe, Asia, Middle East, etc. are shipped from the Czech office.	*
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.	Our industry does not require any specific licenses or certifications, but we do have these licenses: - Florida business license - Florida vehicle dealer license Some government agencies require that a vendor hold a business license for their government entity, and this is handled on a case-by-case basis as needed. Also, our equipment is manufactured and conforms to the best-known current practices relative to design, materials, strength, quality, durability, safety, and workmanship and shall be in accordance with the latest codes, standards, and practices of the industry and the following professional organizations: - Federal Motor Vehicle Safety Standards (FMVSS) - American Society of Mechanical Engineers (ASME) - Association of Equipment Manufacturers (AEM) - American Society for Testing and Materials (ASTM) - American Welding Society (AWS)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No Suspension or Debarment to report.	*

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	-Road & Bridges Gold Award 2021, 2020, 2013, 2012, 2011, 2010, 2009, 2008 and 2007 -Road & Bridges Contractor's Choice Award 2007, 2005 -Senate Small Business of the week 2019 -Vision Awards - Grounds 2019 -Martin County Headquarters of the Year 2018 -Governor's Business Diversification Award 2009 -Export Excellence Award 2009 -ATSSA Innovation Award 2005 -Better Roads Top Rollout 2005	*
20	What percentage of your sales are to the governmental sector in the past three years	25% - In the past most government agencies would prefer to contract out their removal, but the trend has been rapidly changing, we anticipate a higher percentage in the near future. Municipalities/Airports are starting to recognized the significant cost savings in owning their own equipment and having the ability to complete the removal on their schedule vs waiting for a contractor's availability.	*
21	What percentage of your sales are to the education sector in the past three years	Less than 1%	*
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?	HGACBuy \$1,081,575.00 annually	*
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?	Our products are listed on GSA through our partnership with Fedharmony aka Global Enterprises, Cage #4KMP1. We have only sold to Air Force Bases through GSA and for 2022 is \$249,999. Prior to that is 2018 \$623,785.76, 2017 \$350,000.00	*

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 *	
Charlotte/Douglas International Airport	Chad Huskins, Field Maint. Manager jchuskins@cltairport.com	Office (704) 359-4024 Cell (704) 361-8271	*
Minneapolis-St Paul International Airport	Wayne Steele, Fleet Manager wayne.steele@mspmac.org	Office (612) 726-5882 Cell (612) 772-3074	*
Detroit Wayne County Airport	Ken Demers, Director of Operations ken.demers@wcaa.us	Office (734) 247-7292 Cell (248) 497-8634	*
Houston Airport Systems: George Bush Airport William P Hobby Airport Ellington Field Airport	Shantel Woods, Division Manager shantel.woods@houston.tx.gov	Office (281) 230-8737 Cell (713) 454-3253	
Pittsburg International Airport	Jim Moorhead, Director of Operations jmoorhead@flypittsburgh.com	Office (412) 472-5658 Cell (412) 498-5264	

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 *	
Charlotte/Douglas International Airport	Government	North Carolina - NC	Manufactured and delivered the SH8000 Stripe Hog water blasting system	1 transaction	\$823,266.67	*
Minneapolis International Airport	Government	Minnesota - MN	Manufactured and delivered the SH8000 Stripe Hog water blasting system	1 transaction	\$810,294.76	*
St Louis International Airport	Government	Missouri - MO	Manufactured and delivered the SH8000 Stripe Hog water blasting system	1 transaction	\$799,823.63	*
Milwaukee Mitchell International Airport	Government	Wisconsin - WI	Manufactured and delivered the SH8000 Stripe Hog water blasting system	1 transaction	\$747,446.94	*
Reno/Tahoe International Airport	Government	Nevada - NV	Manufactured and delivered the SK2000 Stripe Hog water blasting system	1 transaction	\$521,785.29	*

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.	1 Vice President of Sales 1 Senior Director of North America Sales 1 Sales Support Manager 8 Outside Sales Representatives 3 Inside Sales Representatives 4 Parts Sales Representatives 7 Engineers that are dedicated to support the sales team with layout drawings and customers requests that requires engineering design.	*
27	Dealer network or other distribution methods.	We don't typically work with dealers in North America, our systems are manufactured and sold factory direct by our sales team out of our facility located in Stuart, Florida. Internationally we do work with Agents who additionally sell on our behalf in their designated country territory. We have a 2nd office located in the Czech Republic that has a sales team who handles sales and parts orders in Europe and surrounding counties.	*
28	Service force.	Hog Technologies provides a complete aftermarket service and support for the life of the equipment. Included with every sale is our 24/7/365 Customer Service & Technical Support. A skilled representative will answer a call within 10 minutes 24 hours a day. Warranty and Parts orders can call in on a 800 phone number, email or online ordering. This department includes: 1 Chief Operating Officer 1 Director of Technical Support 1 Lead Customer Support and Parts Representative 3 Customer Support Representatives 6 Technical Support Representatives 1 Director of Hog University online training courses 6 Equipment Trainers 1 Training Assistant Our Technical Support Reps and Trainers are available to travel to the customers location as needed.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders are placed directly with Hog Technologies. Equipment purchases are handled by the Sales Team and an official Proposal is created for the customer. For Sourcewell Members the manufacturing will begin with a Purchase Order. Spare Parts orders are handled by the Customer Service Representatives, and there is a choice to call in the order through our toll free number, email to orders@thehog.com or place the order through our website portal.	*
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.	With the purchase of every piece of equipment includes our 24/7/365 Customer & Technical Support. When the call comes in Mon-Fri 8:00 am to 5:00 pm it is automatically routed to a live qualified technician. If for some reason the person is on another call and the customer gets voicemail we commit that a returned call will happen within 10 minutes. After hours the call is forwarded to a technicians cell phone 24/7. Should the customer have an issue with their system a "Case" is opened in our CRM database and assigned to the appropriate department for follow up and resolution. All Cases are tracked and reported on daily. Parts Orders can be ordered 24/7 with our online portal, email the order to orders@thehog.com or call our toll free phone number. We have \$4-5M in parts inventory and we ship 98% of parts the same day the order is placed. The Hog Management Team tracks the actual statistics to ensure this delivery goal is met. We also provide overnight shipping via FedEx and in emergency situations we can fly a technician with parts to a customers location to get their system back up and running. All sales inquiries for equipment are handled same day as received. Should a rep not be able to get an actual quote to the customer same day, they Member will at least be responded to with an anticipated timeframe they can expect to receive it. In some cases we may need to wait to get a price/timeframe from a component vendor in order to quote the system. Delivery on equipment purchases can vary, our systems are typically built as ordered and at this time our standard delivery timeframe is within 150 days from the Purchase Order. We try to keep spec trucks on our Production Calendar being built, so there is the possibility of a sooner delivery. Delivery options will be reviewed with the customer at time of order to provide them the soonest possible option.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently sell our products worldwide in every country, so there are no limitations in the United States or US Territories. Most government agencies are moving towards purchasing through contracts since it is a much easier and less time consuming to the bidding process. Previously we were on a Sourcewell contract and our Sales Team always made it top conversation that our products were available through the contract and if a government agency was not currently a Member they would explain how easy it is to join & the benefits. With Covid all purchasing went on hold for several years, and now funding is finally coming back and we are getting many requests to purchase through Sourcewell again. Should we be successful we will once again promote this way of purchasing.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have many customers in Canada as well as worldwide, our equipment is currently in over 56 counties. As the Canada Member list grows for Sourcewell so will the sales in that region. We would again make this top in all conversations with government agencies in Canada and promote them to become a Member if they are not currently.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, we are willing and able to serve all of the United States, Canada and around the world.	*
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?	None, we are willing and able to serve all sectors of the government, education and non-profits in the United States, Canada and around the world.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None, we have provided equipment to our current customers in Hawaii, Alaska and in the US Territories and they are fully serviced by us out of our facility located in Stuart, Florida.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Once awarded we will schedule a meeting with our Sales and Marketing Team to announce that we were successful in getting a Sourcewell contract and to implement these strategies: 1. Training - All internal and external Sales personnel will complete training on the benefits and importance of selling through the contract, as well as pricing and how to quote through the contract. They will be instructed to educate their clients on the value of utilizing the contract and to make sure it is discussed on every call that the contract could apply. 2. Marketing and Promotion of the Sourcewell Contract - The Sourcewell logo would be added to all platforms that include our Website, Sales Sheets, Eblasts, Advertisements in magazines (Pavement Magazine, Airport Business, Roads and Bridges, Airport Improvement, etc.), Social Media (Facebook, Instagram, YouTube, LinkedIn, etc.), and at trade shows (ATSSA, National Pavement Expo, Buffalo Snow Symposium, AAE American Assoc. of Airport Executives)
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Hog uses many social media platforms to promote our products, share innovations and customer's posts that show their Hog equipment working, congratulate employees, etc. Facebook - 2,100 followers YouTube - 1,090 followers LinkedIn - 1,673 Followers Webinars - We host quarterly webinars through Zoom where clients can interact with us live to learn more about our products and get their questions answered. Hog Tech University - We have an online training database for new customers but it also includes informational videos to help refresh operator or to assist in troubleshooting.
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?	Sourcewell provides the initial platform to provide Members easy access to the best products available in North America at the best value. It is up to Sourcewell to choose the best vendors to provide Members the best options available, but also a variety of products. Having a variety will make the contract more desirable because they can go to the contract to fill any need that they may have, and the process is so much more simple and saves them time and money associated with putting it out to bid. Previously we were on a Sourcewell contract, and our Sales Team would start out every conversation with "are you familiar with Sourcewell"? We have noticed over the years the shift from not being familiar to currently probably double the conversations are familiar and use the contract, or interested in purchasing that way. Our Sales Team would explain how easy it is to become a Member and direct them to the Sourcewell website to register. I believe that new Members come from both Sourcewell promoting the contract as well as the Vendor promoting it. So we would again make it the top point in every conversation and promote quoting our products through the contract. We would offer to connect them with our Sourcewell Point of Contact for further clarification of how the contract can work best for them and answer their questions. In the past we even had gotten a print out to provide to our client showing them that their airport, city or county were already a Member and purchasing through contract, to ensure them this was a way their department could also purchase.
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.	We have an online e-procurement system on our website for our existing customers where they can login to order parts, request support, ask questions or request a training. Once the customer submitted their request an email is generated to the appropriate department. 98% of Parts Orders are shipped the same day, our last FedEx pickup is 4:30 pm. Most customers choose to order online, but we also offer a toll free number to call in or email to orders@thehog.com Equipment purchases require a more hands-on approach since there are many different options and customizations that can be chosen to fit the customers needs, so a conversation with a sales person has to happen first and then a quote is generated.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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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.	Every piece of equipment we manufacture comes with training that covers operation, maintenance and repair, and is included at no cost to the Member. The training will include our online "Hog Tech University" program which offers state of the art videos with 3D animations, product experts explaining safety and Hog systems, and a comprehensive testing to assess the knowledge of operators before the trainer arrives for the in-person training. In-person training includes a hands-on event for each person. Once the operator successfully completes the training they will be "Licensed and Certified" to operate the equipment. Our water blasting systems are 40,000 psi and can cause damage to surfaces, so we must ensure the operators are qualified to operate the equipment. The operators will also have access to continued education refresher courses and yearly recertification to keep operators up to date on all the best practices.	*
41	Describe any technological advances that your proposed products or services offer.	Hog Technologies has a history of challenging the way something has been done for years and look for a more productive, less expensive way and innovate or change equipment to complete this. STRIPE HOG water blasting system innovations & advancements: - Triple Spray Bar: Patented blasting head that offers the largest rubber removal and cleaning width in the industry. 144" wide cleaning path available on the SH24, 98" wide path on SH8000, 48" wide path on SH7500 & SK3000. - Hog Tusk: Patented blasting head that provides the ability to Grind, Groove and/or Waterblast paint or thermoplastic off the pavement or runway. - Bladder: Patented bladders that can be placed inside the fresh water tank, as the clean water is being used the dirty water is vacuumed up and pumped into the bladder allowing the dirty water to be stored in the same footprint of the clean water, this provides a longer runtime for the equipment before needing to refill the water or dump the debris. - Independent RPM control of blasting heads: The Stripe Hog is the only water blasting system that has independent RPM control, which gives the operator the ability to adjust the rotation of each spray bar which controls the aggressiveness of the removal. Rubber or paint removal takes a less aggressive set-up then thermoplastic. Surface conditions also play a part in how aggressive you want the system to be when doing the removal. - PTO Driven: The SH8000 and SH7500 models run off the chassis engine which eliminates the maintenance and gas needed for auxiliary driven systems. This lowers the customer's operating costs. We also offer auxiliary engine driven systems for those customers that prefer this build. - Dewater: Patented system that allows the dirty water to be drained off before dumping the debris, this allows the debris to be dumped in a dryer state vs a slurry mix. This saves the customer clean-up time and can get back on the job quicker. - Jetstream High Pressure Pump: Stripe Hog has exclusivity and is the only system that uses this brand pump which is known to be the easiest to maintain pump on the market. It doesn't require a torque wrench, and to completely rebuild the pump it only takes on person 15 minutes, while our closest competitors takes two people 4 hours. SURFACE HOG: Hog is the only manufacture that builds a hard surface cleaning system mounted on a chassis that can be driven to the jobsite vs being trailered.	*
42	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.	Although Hog has no "green" certifications, we do strive to be environmentally friendly: The Stripe Hog uses only water to clean the rubber and paint off of airport runways vs the only other method for rubber removal is using chemicals and grinding for paint. With waterblasting the operator and environment is not exposed to chemicals and detergents from run-off. Grinding off the paint creates airborne dust that can be inhaled by the operator causing Silicosis which is permanent lung damage. The Stripe Hogs vacuum up the dirty water and debris as the system is doing the removal and it is filtered down to 100 microns before disposal. Hog systems also utilizes Tier 4 auxiliary engines which meet emission standards. Our new manufacturing facility was built with: - High efficiency hurricane proof windows. - Toilets and urinals with low consumption per flush - LED lighting throughout the 105,000 sf facility with sensors to turn off the lights if no motion is detected. - All exterior lighting is LED Hog operations always reclaims and recycles when possible to reduce waste.	*
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.	Our type of equipment is not eco-labeled.	*

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.	Hog Technologies is not WMBE, SBE or veteran owned, but the majority of contractors that purchase our equipment do fall in these categories.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality Products and Customer Service has distinguished us as an industry leader and because of this we sell more water blasting systems than our 5 closest competitors combined. It is our business philosophy to stand by our products and customers. We have a team of Customer Relationship Managers who reach out to our customers quarterly to check-in and get their feedback on how we are doing in supporting them. We want every customer to feel completely satisfied with our products and services. In addition we also provide: 1. 25 years of history in the airport and roadway industry, and we continue to add new products every year. 2. We strive to build a culture wherein we challenge longstanding assumptions related to how work is completed to offer better solutions. 3. Our equipment is designed to be the most reliable, long lasting and easiest to maintain systems with the fewest needed consumables as possible. 4. We offer a range of product lines so the customer only has to make one call for service, support & parts. 5. Team of 9 engineering and design professionals on staff who are available to help with any customer needs. 6. 105,000 sf fabrication, assembly and R & D facility as well as a seasoned production team w/expertise in hydraulics, electrical, plumbing & chassis integration. 7. World-Class Training and Certification Program for operators & mechanics. 8. 24/7/365 Technical Support Team with a live person within 10 minutes. 10 languages in-house and 175 languages supported through AT&T translation services. 9. 4-5 million dollars of parts inventory in stock and 98% of orders are shipped the same day.	*

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?	All Hog Technologies manufactured components are warranted for 1 year, 100% Parts and 100% Labor. Purchased parts and chassis are covered by the specific manufacture warranties. Hog will assist the customer with warranty claims on components not originally manufactured by Hog.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No usage restrictions as long as the equipment is used for its intended purpose and there is no apparent neglect or abuse to the system.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For approved warranty claims we will send a technician to the customer location to perform the repair if it can not be resolved over the phone with their trained mechanic at no charge for travel.	*
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?	All geographic regions are covered.	*
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?	Warranties are passed on to the original equipment manufacture but Hog is happy to assist the customer in getting their warranty claim taken care of through our Technical Support Team.	*
51	What are your proposed exchange and return programs and policies?	Our equipment is built as ordered and most have custom options selected by the customer, so typically we do not take returns or exchanges. Parts returns or exchanges are accepted and the customer would be responsible for the return shipping costs unless it was a error made by Hog then we would cover the return shipping. Our goal is customer satisfaction so we will do our best to work with our customers to always make it right!	*
52	Describe any service contract options for the items included in your proposal.	We are willing to provide a Service Contract should the Member request one and all contracts would be tailored to the needs of the customer. They can vary from extended factory warranties, to pre or post season checks and servicing. All customers are different and the packages would be created to fit their needs.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms are full payment within 30 days after delivery of the equipment. We accept payment via wire transfer, ACH & check. For parts orders we also accept credit cards.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	We don't offer any in-house financing but we do have several finance companies that we have worked with for many years and can refer the customer to them if needed.	*
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.	We create a proposal with the options chosen by the customer and this document includes all of our terms and conditions including a warranty statement, delivery terms, payment terms, etc.	*
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?	We accept P-card payments with no additional cost to the Member.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing is line-item and is listed on the attached Excel pricing spreadsheet which reflects a 8% discount off of our standard pricing for all line items.	*
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.	Member pricing is 8% discount off of our standard pricing for all line items.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We will consider an additional quantity or volume discount for multiple sales of the same model. This would be vary rare due to the cost of our systems and this would have to be evaluated at the time it is requested since we wouldn't know the details of their needs until the conversation comes up.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In the event a customer has a special request for a sourced item that is not currently on the option list we would provide it at cost + 10% mark-up.	*
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.	Shipping and Trainer's Travel are additional costs. Training is included with all of our systems but to provide the training at the customer's location there will be additional costs for the trainers travel expenses, or the customer can choose to come to our facility at no additional cost. There is no installation or set up to be done by the customer, our systems are delivered as complete units ready to work. We do not charge any additional costs for any inspections but if the customer wants to visit our facility to inspect their unit before delivery their travel expenses would be paid by them.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We give the customer the option to have our systems flat bed shipped to them or driven for chassis mounted models. Due to the ever changing cost of shipping fees this will be quoted at the actual time of order and will be paid by the customer in addition to the equipment. Pricing will all depend on the customers location, what system they purchase and what type of shipping they choose. We use multiple shipping companies and will always give the customer the best shipping option or if they prefer to use their shipping company we are happy to get a quote through who they prefer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs will be additional and will be quoted at the time of order and added to the quote. The shipping companies we use ship to Alaska, Hawaii, Canada and all over there world. We have our systems in over 56 counties and we provided shipping for all of them. Hog will schedule and handle all shipping needs for the customer. For parts orders in North America we use FedEx for our shipping and 98% of parts orders are shipped the same day. For international customers parts orders we have an office in Czech Republic that ships out parts from their facility.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We standardly deliver via flatbed shipping but for chassis mounted systems we can offer to drive the truck to the customer's location, whichever they prefer. Should any unique delivery request come up we are more than happy to accommodate the customers needs.	*

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.	Pricing is better than typical discount because Sourcewell is simplifying the sales process.

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.	Proposal requests will be quoted through Sourcewell and created by the Inside Sales Representative based on their territories. They will use the attached Excel Pricing Sheet that gives the Member an 8% discount. The Sourcewell Contract # will be identified on the Summary Page of the Quote and coded in the customers Opportunity in their account in Salesforce CRM. When a Purchase Order is received it is cross checked to the Sourcewell Pricing Sheet and the Proposal that was given to the customer to make sure they match. Then an approval email with specifics on the equipment and pricing is sent out for approval to the Management Team before manufacturing can begin, it is sent to the COO, CFO, VP of Sales, Production Manager & Sales Person. Once reviewed and approved the sale is added to the Sourcewell Quarterly Report Log and added to the Production Calendar to start building the system. Once the system is completed, delivered and accepted by the customer, an invoice is sent for payment. When payment is received the Accounting Dept. notifies the VP of Sales and the Inside Sales Rep who will log it on the Sourcewell Quarterly Report Log. At the end of every quarter the Log is reviewed and submitted to Accounting Dept. for payment to Sourcewell and the report is emailed to Sourcewell contact.
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.	Sales and revenue is reviewed monthly by our Leadership Team where they review the report of actual sales against forecasted sales. The report will show any deals going through Sourcewell since this is coded in our Salesforce CRM and the VP of Sales will review the report monthly, quarterly and yearly to ensure growth is happening and identify any trends. Weekly we track all prospective business opportunities (including Sourcewell deals) and the report is reviewed in the Sales Meeting with VP of Sales to discuss what is needed to close the deal.
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.)	2% fee paid on every line item except shipping and trainer travel costs.

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.	STRIPE HOG - 40K psi water blasting systems for paint, thermo or rubber removal and surface cleaning and surface preparation: SH8000 - 12 gallon per minute ultra high pressure water blasting system, 2 blasting heads mounted on Peterbilt 520 chassis. SH7500 - 9 gallon per minute ultra high pressure water blasting system, 1 blasting head, mounted on Mack Granite chassis. SK3000 - 7 gallon per minute ultra high pressure water blasting system, 1 blasting head mounted to a tractor, skid mounted. SK2000 - 5.6 gallon per minute ultra high pressure water blasting system, 1 blasting head, mounted on Isuzu FTR chassis. SK2000 Trailer - 5.6 gallon per minute ultra high pressure water blasting system, HT1000 Ground Hog Walk-behind Tool blasting head, mounted on a trailer. SK5.2 - 5.2 gallon per minute ultra high pressure water blasting system with HT1000SR Walk-behind Tool blasting head, skid mounted. SURFACE HOG - Hard surface cleaning system for cleaning pervious pavements, concrete, asphalt, pavers, etc. SH15 - HYDRO HOG - 15 gallon per minute 40K psi waterblasting system with the option of addition of a rear hydro-demolition head with 3" cutting diameter for patch repair on concrete runways, along with the capability for paint and rubber removal. MINI HOG - Ride-on striping system for paint, thermo or Tape PAINT HOG - Paint striping chassis mounted systems available in Airless or Atomized. BROOM HOG - Broom sweeper, dirt and debris is swept directly onto a conveyor belt that can load into a dump truck or offload material along the edge of the runway.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	TRAINING & CERTIFICATION: After the initial training is completed with the purchase of equipment there may be the need to add additional or replace operators so we offer additional training sessions to certify operators. PARTS & SERVICE: After the initial equipment purchase the customer may need consumables and/or replace components that are no longer under warranty. We can also offer Service Contracts where we will send out a technician to go through their equipment once or twice a year to ensure the system is in good working order and maintained. EQUIPMENT UPGRADES: Our Engineers continue to improve our systems and come out with new innovations. For many systems we can offer to upgrade an existing system with new options.

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;	☐ Yes ☒ No	None	*
72	Blowers;	☐ Yes ☒ No	None	
73	Brushes and sweepers;	☒ Yes ☐ No	Broom Hog sweeper - Broom sweeping debris, etc. Surface Hog surface cleaner - For cleaning gate areas, mold & mildew off the runway, cleans markings and striping to bring back reflectivity.	
74	Anti-icing equipment and deicing equipment;	☐ Yes ☒ No	None	
75	Rubber removal equipment;	☒ Yes ☐ No	Stripe Hog models: SH24, SH8000, SH7500, SK3000, SK2000, SK5.2, SH15 Hydro Hog	
76	Runway closure markers;	☐ Yes ☒ No	None	
77	Runway traction equipment;	☒ Yes ☐ No	Stripe Hog - all models can preform retexturing on concrete and asphalt. Brooms can polish the aggregate over time and reduce the friction needed for airplanes landing. The Stripe Hog will preform retexturing to clean the finds out of the aggregate increasing friction levels.	
78	Equipment accessories and technology related to production of a turn-key solution complementary to the solutions described in Lines 71-77 above.	☒ Yes ☐ No	48" Triple Head - SH24 Stripe Hog model can accommodate up to (3) 48" heads for a 144" pass for rubber removal. The widest cleaning pass in the industry! Hog Tusk - SH8000, SH7500, SK3000 have option for the Hog Tusk grinding/waterblasting head, ideal for removal of thick paint and only offered by Hog!	*
79	Complementary offering of parts, supplies, and services, related to the upkeep, repair, or maintenance of equipment described in Lines 71-77 above.	☒ Yes ☐ No	Consumables, Parts, Components, Upgrades, Refurbishing, New Innovations, Service Contracts, Training and Certification is available for the life of the equipment	*

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](#) - Sourcewell #111522 PRICING SHEET.xlsx - Monday November 14, 2022 14:33:41
 - [Financial Strength and Stability](#) - Financial Strength and Stability.pdf - Monday November 14, 2022 14:39:52
 - [Marketing Plan/Samples](#) - Marketing Samples.pdf - Monday November 14, 2022 14:46:52
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - WARRANTY for Hog Products.pdf - Monday November 14, 2022 14:47:10
 - [Standard Transaction Document Samples](#) - Sourcewell Quote Samples.zip - Monday November 14, 2022 16:39:08
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Airport_Runway_Eqpt_RFP_111522 Tue October 25 2022 01:23 PM	☒	1
Addendum_2_Airport_Runway_Eqpt_RFP_111522 Mon October 24 2022 03:59 PM	☒	1
Addendum_1_Airport_Runway_Eqpt_RFP_111522 Mon October 17 2022 11:06 AM	☒	1

ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479; **Waterblasting, LLC** ("Waterblasting"), 3920 SE Commerce Avenue, Stuart, Florida 34997; and **FSC Highlander, LLC, D/B/A Hog Technologies**, 1333 Butterfield Rd, Downers Grove, IL 60515 ("FCS Highlander").

Sourcewell awarded contract #111522-WTB to Waterblasting to provide Airport Runway Equipment with Related Supplies and Services to Sourcewell and its Participating Entities, effective February 2, 2023, through February 3, 2027 (Contract).

On February 12, 2025, FCS Highlander completed an asset sale of Waterblasting's Hog Technologies, and the parties wish to assign the Sourcewell Contract to FSC Highlander.

The assignment provision of the Contract requires written consent of Sourcewell.

Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Waterblasting wishes to assign to FCS Highlander all of Waterblasting's rights, responsibilities, and other provisions set forth in the Contract (#111522-WTB).
3. FCS Highlander has obtained a copy of the Contract from Waterblasting and certifies it will comply with the terms of the Contract as executed by Waterblasting and Sourcewell. The parties agree this assignment is unconditional and without recourse.
4. Waterblasting and FCS Highlander jointly and severally represent and warrant to Sourcewell that:
 - a. Waterblasting is not in default of any of its obligations under the Contract;
 - b. FCS Highlander is ready, willing, and able to perform all of the obligations and responsibilities of the Contract;
 - c. Waterblasting and FCS Highlander request consent from Sourcewell to this Assignment; and
 - d. FCS Highlander accepts assignment of the provisions of the Contract.
5. In consideration for the above, Sourcewell consents to the assignment.

Waterblasting, LLC

Signed by:
By: James P. Crocker
C1CCBB9E6E884AA...
James P. Crocker, Owner

Date: 3/11/2025 | 12:23 PM CDT

FSC Highlander, LLC, D/B/A Hog Technologies

Signed by:
By: Vincent Giordano
4D04B8106B7A407...
Vincent Giordano, President

Date: 3/11/2025 | 12:09 PM CDT

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Operating and Procurement Officer

Date: 3/11/2025 | 12:25 PM CDT