



## **Solicitation Number: RFP #060122**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Wirtgen America, Incorporated, 6030 Dana Way, Antioch, TN 37013 (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 Roadway Paving Equipment from which Supplier was awarded a contract.

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 1, 2026, 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 Request Form will become an amendment to this Contract and will be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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



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

*3. Use; Quality Control.*

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

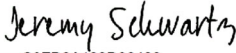
## **22. CANCELLATION**

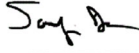
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

Wirtgen America, Incorporated

DocuSigned by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/29/2022 | 12:58 PM CDT

DocuSigned by:  
  
By: 870139758F27469...  
Sandy Draper  
Title: Director-Inside Sales Operations  
Date: 8/10/2022 | 11:54 AM PDT

Approved:

DocuSigned by:  
  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 8/10/2022 | 1:57 PM CDT

# RFP 060122 - Roadway Paving Equipment

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## Vendor Details

Company Name: Wirtgen America, Inc.  
6030 Dana Way  
Address: Antioch, TN 37013  
Contact: Melanie Braband  
Email: melanie.braband@wirtgen-group.com  
Phone: 615-598-4892  
HST#: 62-1250621

## Submission Details

Created On: Monday May 23, 2022 13:59:36  
Submitted On: Wednesday June 01, 2022 15:36:50  
Submitted By: Melanie Braband  
Email: melanie.braband@wirtgen-group.com  
Transaction #: e407d577-ebe1-4767-a7b1-84d61f533dd1  
Submitter's IP Address: 216.170.179.162

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Wirtgen America, Incorporated
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.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A
5	Proposer Physical Address:	6030 Dana Way Antioch, TN 37013
6	Proposer website address (or addresses):	www.wirtgen-group.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):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 Sandy.Draper@wirtgen-group.com Tel.: 615-477-8046
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Melanie Braband, Contract Administrator, 6030 Dana Way Antioch, TN 37013 E-Mail: Melanie.Braband@wirtgen-group.com Phone #: 615-598-4892
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sandy Draper - Director Inside Sales Operations, 6030 Dana Way Antioch, TN 37013 E-Mail: Sandy.Draper@wirtgen-group.com Phone #: 615 477 8046

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

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 1985 Wirtgen America was founded in Nashville, TN with a rented office and a small warehouse space with less than 10,000 sq. ft. combined.</p> <p>In 1989, Wirtgen America moved to their second location in Nashville, where we purchased office and warehouse space, and expanded in 1994/1995 adding a shop to work on larger machines.</p> <p>In 2000, Wirtgen moved a third and final time, settling in Antioch, TN at our 6030 Dana Way address. We had an initial purchase of 8 acres of land at 6030 Dana Way, and constructed a new facility with 75,000 sq ft consisting of 10,000 sq ft office space, 10,000 sq ft shop, and 55,000 sq ft warehouse space.</p> <p>In 2008, we opened the Reinhard Wirtgen Learning Center at 6040 Dana Way with 20,000 sq ft training facility, hosting 4 classrooms &amp; labs, 70-seat cafeteria, and a training shop. We also acquired additional 23 acres of land for a later expansion.</p> <p>In 2012, 6030 Dana Way expanded to 130,000 sq ft facility, +8,000 sq ft shop, and 37,000 sq ft warehouse space. This brought our Total areal to 36 acres and 150,000 sq ft area under roof (incl. Training Center).</p> <p>In 2013, we expanded further, with an additional 10,000 sq ft office space, a remodel of the existing 20,000 sq ft. and we doubled employee seating capacity.</p> <p>In 2017, Wirtgen America invested \$4 million for the expansion of the Center for Training &amp; Technology (CTT) at 6040 Dana Way. We added 20,000 sq ft (= doubling the space), expanded to two stories and built in a total of 11 classrooms and 180-seat cafeteria.</p> <p>The Wirtgen Group was acquired by Deere &amp; Company in December 2017. We are now a John Deere Company. United, we form one of the biggest players in the construction equipment industry and complement one another product line perfectly.</p> <p>Wirtgen America and its dealer network offer a broad range of services tailored to the customer's individual requirements for all areas of road construction, as well as the mining and processing of minerals. With passion and know-how, our experienced team ensures success every single day.</p> <p>Market-leading products, excellent service, and tried and tested quality standards give the confidence needed in their competitive environment. The WIRTGEN GROUP's successful long-standing brands keeps the customers safely on the road of success.</p> <p>Wirtgen America is located in the middle of North America. We offer our world-renowned service at more than 250 locations, operated by our 34 dealers families located all over the United States and Canada with locations in every state and province. And our dealer network does more than just sell the high quality WIRTGEN GROUP products: The delivery of one of our machines marks the beginning of a long-standing partnership. Our dealer network puts the machines, parts and service expertise close to our customers. Our dealers can always rely on the specialists of Wirtgen America with the strong background of the four specialized brand headquarters.</p> <p>Wirtgen's number 1 objective is to always be close to our customers.</p>
11	What are your company's expectations in the event of an award?	<p>We look forward to continuing a very collaborative and positive relationship with Sourcewell and its members, as well as building new relationships, while going above and beyond to supply each buying agency's equipment needs with state of the art products and superior customer service.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Upload supporting documents (as applicable) in the document upload section of your response.</p> <p>Please see the 2021 Annual Report attached.</p>
13	What is your US market share for the solutions that you are proposing?	<ul style="list-style-type: none"> <li>• Mills 80.1%</li> <li>• Stabilizers 58.1%</li> <li>• Vögele 34.2%</li> <li>• Vögele Commercial 4%</li> <li>• Hamm 18.2%</li> <li>• Kleemann Crushers Tracked 26.4%</li> <li>• Kleemann Screens Tracked 15.6%</li> </ul>

14	What is your Canadian market share for the solutions that you are proposing?	<ul style="list-style-type: none"> <li>• Mills 83.3%</li> <li>• Stabilizers 0%</li> <li>• Vögele 100%</li> <li>• Vögele Commercial 33.3%</li> <li>• Hamm 12.6%</li> <li>• Kleemann Crushers Tracked 10%</li> <li>• Kleemann Screens Tracked 6.3%</li> </ul>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
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?	<p>At Wirtgen America, the Director Inside Sales Operations, a contract administrator, 20 District Sales Managers will support the needs of our Sourcewell contract. These individuals are employees of Wirtgen America. The Director Inside Sales Operations and the District Sales Managers promote this contract to the dealers and customers, provide guidance on using the contract and partner with dealers to provide customer solutions as necessary. We offer our world-renowned service at more than 250 locations, operated by our 34 dealer groups with locations in every state and province all over the United States and Canada. The dealers are employees of third party independently owned businesses. The District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction. The dealer handles equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed.</p> <p>We utilize our parent company John Deere to assist with training.</p> <p>We have transitioned to primarily a dealer-direct sales approach since our last contract. We reserve the right to sell direct from our office in Antioch, TN if/when needed.</p> <p>Dealer Search North America   WIRTGEN GROUP (<a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a>)</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Wirtgen America maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering Safety, Accounting, Human Resources, and Tax and Legal Departments. Wirtgen America self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

**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	Wirtgen America falls under John Deere's industries awards and recognition. John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. A link to the current listing follows. <a href="https://www.deere.com/en/our-company/citizenship-and-sustainability/">https://www.deere.com/en/our-company/citizenship-and-sustainability/</a>	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.	*
21	What percentage of your sales are to the education sector in the past three years	Customer specifics are not shared publicly. By nature of the products being offered, government agencies take on construction and roadway paving projects more often than most public or private schools. The lion's share of sales is to government agencies. Nonetheless, there are educational customers that make good use of the cooperative contract as well.	*
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?	State of Oklahoma – OMES Central Purchasing, BuyBoard, TXSmart, PennDOT. Sales figures are not publicly shared. Our other cooperatives will not impede Wirtgen America's ability to participate in the Sourcewell program.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	/	/
/	/	/

**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 *
/	Government	Alabama - AL	Customer information is not shared publicly. Our sales growth over the course of previous contracts serves as testament to our commitment of growing the contract and our customers appreciation of same.	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/
/	Government	Alabama - AL	/	/	/

**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.	Wirtgen America is located in Antioch, TN and our sales team consists of approx. 80 direct employees like Vice Presidents, District Sales Managers, Technical Sales Managers, Product Specialists, etc. The Director Inside Sales and the District Sales Managers work with the dealers to ensure prompt delivery and customer service satisfaction.
27	Dealer network or other distribution methods.	Wirtgen America has 34 dealers at more than 250 locations located all over the United States and Canada. We have locations in every state and province: Dealer Search North America and Canada: Dealer Search North America   WIRTGEN GROUP ( <a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a> ) The dealers sell our factory-built machines directly to the Sourcewell members.
28	Service force.	The dealers handle equipment servicing after the sale. The dealers receive factory-built machines, install, handle customer requested services (extended warranty, trade-ins...), process pre-delivery inspection, handle local deliveries and provide requested service as needed. In addition, the dealers are supported by the Wirtgen America service team consisting of approximately 120 direct employees like Field Service Engineers, Parts Specialist, Warranty Specialists, Service Trainers, etc.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Wirtgen America authorizes the US and Canadian dealers to sell directly to the Sourcewell members.</p> <p>Sourcewell members will contact their local dealer for assistance with machine and option selection.</p> <p>Dealer Search North America   WIRTGEN GROUP (<a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a>) The local dealer will provide the contract quote (according to the awarded pricelists).</p> <p>Sourcewell members will submit their purchase orders to the authorized quoting party noted on their contract quote. The quote number and the Sourcewell contract number must be noted on the PO.</p> <p>Wirtgen America will ship the unit to the selling dealer. The local selling dealer will quote and arrange the freight move from dealer to customer. Setup, installs, inspection and final delivery are handled by the local dealer. Authorized seller will invoice Sourcewell member upon receipt of product delivery acceptance notice.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<ul style="list-style-type: none"> <li>• More than 250 certified Dealer locations throughout North America to provide close range support to the end user.</li> <li>• 24/7 OEM phone support through dedicated service and after-hours lines.</li> <li>• After hours service support has a second and third escalation tier to insure the customers/dealers are supported, this will escalate to the product manager if required</li> <li>• Wirtgen America Area Customer Support Managers as well as Area field service engineers located throughout North America to provide a closer relationship between the customer, dealer and Wirtgen America.</li> </ul>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>A professional, capable, well-trained, well-capitalized dealer network is one of Wirtgen America's competitive advantages. Our dealers, backed by Wirtgen America, provide local customer support, repairs, maintenance, and parts.</p> <p>Wirtgen America has authorized dealers in more than 250 locations located all over the United States and Canada. These dealers sign contracts to sell and service Wirtgen America's products in their assigned areas. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customers in their area, including but not limited to commercial accounts, national accounts, and state, county and local governmental agencies.</p> <p>Customers can count on Wirtgen America's dealers to support our products and customers.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	See reply to question 31 – this includes Canada	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. and Canada will be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Governmental and educational agencies are eligible to receive the contemplated contract discounts on the products contemplated in this RFP. Non-profit entities will also be eligible, as long as they meet the following criteria:</p> <ul style="list-style-type: none"> <li>o Exempt from state and federal income taxes</li> <li>o Generally funded exclusively by contributions</li> <li>o Function to provide charitable, safety, educational, and other beneficial services to entire communities.</li> <li>o Social organizations such as golf course country clubs, hunting and fishing clubs do not qualify.</li> <li>o If a non-profit agency does not fit the profiles shown above, it then must specifically be recognized by the IRS as being a 501 (c), (3), (4), (10), or (13) organization.</li> </ul>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Wirtgen America has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (OCONUS). Location specific factors related to moves by; ocean, barge, inland... will affect final delivery date.	*



**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.	<p>We will issue the following information upon award:</p> <ul style="list-style-type: none"> <li>• Dealer Sales Bulletin - outline of award and points of contact</li> <li>• DealerPath Link - internal John Deere dealer website, which provides contract specifics i.e., eligible customers, ordering process, pricing, discounts...</li> </ul> <p>Upon award, the Wirtgen America Director Inside Sales Operations and the contract administrator will notify our District Sales Managers about the outline of award, points of contact, contract specifics i.e., eligible customers, ordering process, pricing, discounts. The District Sales Managers will inform their assigned dealers about it. In addition to this, all information will be available on our internal Wirtgen America website – the Wirtgen Group Portal. Our dealers have access to the Portal and can access this information anytime.</p> <p>Wirtgen America Director Inside Sales Operations and the contract administrator work with the District Sales Managers by participating in meetings and training events to educate them on the Sourcewell contract. We use these opportunities to generate an understanding of the contract benefits, solutions, and ease of use for eligible customers by promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Home   Wirtgen Group in North America (<a href="http://www.wirtgen-group.com">www.wirtgen-group.com</a>) provides detailed product information for the equipment offered. The public can review product features, specifications and accessories.</p> <p>We also use social media channels as Facebook, LinkedIn and Youtube to enhance our marketing effectiveness. We send direct mailers to contractors in our industry at least four times a year. It is designed to create community, as well as inform followers of training opportunities, equipment innovations and parts programs.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Wirtgen America's sales team works together with our dealer network to identify opportunities and promote sales</p> <p>Together we can engage in conference calls, webinars, dealer training, mailings to increase Sourcewell awareness, membership, and sales. District Managers and/or local dealers are available for Trade Show participation as may be applicable.</p> <p>The Wirtgen America Sales Administration Team work with the Wirtgen America District Sales representatives by participating in meetings and training events to educate the dealers and other Wirtgen America personnel on the contract. We use these opportunities to generate an understanding of the contract benefits and solutions for eligible customers. Additionally, the Wirtgen America team communicates the contract benefits to customers that have expressed interest in purchasing Wirtgen America products; promoting Sourcewell as an effective and efficient solution that satisfies the cumbersome, time consuming, and tedious bid process. We see the Sourcewell contract as a prime solution for these eligible customers.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to the customizable nature of the equipment, there are many possible configurations. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.</p>

**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.	<p>Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures - free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.</p> <p>The Center for Training and Technology (CTT), located on the grounds of the WIRTGEN AMERICA, Inc. North American Campus, is a world-class facility for educating Road and Minerals Technology professionals.</p> <p>Classes and curriculum are offered for both Dealers and end users including technical service, operations, sales and parts. The 38,000 sq. ft. state-of-the-art facility houses two lecture classrooms and two laboratories as well as a four-bay shop (dedicated exclusively to training) so hands-on training can take place regardless of the weather. The most recent expansion added seven additional classrooms and five technology rooms, representing our four brands and customer support.</p> <p>The CTT includes a 5-acre test track for equipment demonstrations and hands-on application training for the WIRTGEN GROUP products.</p> <p>The training fees at the CTT vary between our different kinds of classes and the duration.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>WIRTGEN GROUP WITOS fleetview telematics solution – Safety and planning tool</p> <p>This system optimizes the fleet and service management of your WIRTGEN, HAMM and VÖGELE machines. System-based preprocessing, transmission, visualization and evaluation of machine and position data mean that your processes will become even more efficient.</p> <p>The WITOS FleetView service portfolio ranges from targeted monitoring of the operating status of the machines in day-to-day operating to supporting maintenance and diagnostic processes. This minimizes response times and downtimes and optimizes maintenance work.</p> <p>In addition, the WITOS FMI (Fleet Management Interface) allows you to import data from existing systems via a standardized server-2-server interface. The machine-specific SmartService inspection and maintenance agreement ideally complement the possibility of WITOS FleetView – such as qualified maintenance, services aimed at minimizing downtimes and targeted documentation of the measures implemented. This makes it possible to optimize costs and ensure the long-term value retention of your machines.</p>
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.	<p>Safeguarding the environment is nothing new to Wirtgen America. We know that responsible resource management is vital not just to our company and our employees, but also to our customers, our neighbors, and our world. Wirtgen America wholly owned by John Deere fall under their rigorous standards for green initiatives as noted below:</p> <ul style="list-style-type: none"> <li>• Our Enterprise Eco-Efficiency Goals - As part of our commitment to being good stewards of the environment, we have developed a set of goals regarding four key areas: Energy, Water, Waste, and Product Lifecycle.</li> <li>• Our Operations and The Environment - Our operating processes reflect a strong commitment to protecting the world around us. We're constantly on the lookout for energy- and water-efficient systems, systems that sustain air and water quality, systems that eliminate or reduce waste. And when investing in new products, approaches, or technologies, we give preference to those that have the most favorable environmental impact.</li> <li>• Our Products and The Environment - John Deere products are designed for efficiency and productivity. And by truly understanding our customers' needs while incorporating innovative technology, we're able to offer machines that are not only more productive and more efficient, but also demonstrate a deep respect for the environment</li> </ul>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	See attached certificate for ISO 14001 for Wirtgen America's Hamm products.
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.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business.

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?	Wirtgen America has a very strong presence as a heavy construction equipment provider. Wirtgen America is also the world's leading manufacturer of roadway paving equipment. As being wholly owned by John Deere, we have access to John Deere Financial, one of the largest equipment finance companies.	*
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### Table 9A: 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?	Warranty for Wirtgen, Vogeles, Hamm is one year or 1000 hours whichever comes first, and Kleemann is one year or 2000 hours whichever comes first (see attached Warranty Statements). Reasonable labor and travel are covered when repair is made thru an authorized dealer.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Wear items are not covered - see attached Warranty Statement	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Reasonable travel time covered – no mileage by an authorized dealer.	*
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?	Dealers are assigned for complete coverage of the entire U.S. and Canada.	*
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?	Warranty will cover original OEM parts. Engines are covered by the engine manufacturer - see attached Warranty Statement	*
51	What are your proposed exchange and return programs and policies?	<p>Our RGA process with our dealers is outlined below:            Defective parts may be returned to Wirtgen America only after approval and obtaining a Return Goods Authorization (RGA). Dealers are required to hold all defective warranty parts for 120 days from the date credit is given or the claim is denied.</p> <p>There is no mandatory parts return list; any part may be recalled for inspection. However, hydraulic parts, motors, pumps, gear boxes, planetary, track rollers, controllers, electronic consoles, CGC dis-plays, milling depth regulators, tracers, sonic sensors, etc. must always be returned to Wirtgen America.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• Do not return parts COD. Parts shipped COD will be refused.</li> <li>• Freight costs are not covered under warranty.</li> <li>• A RGA is required for the return of any parts.</li> </ul>	*
52	Describe any service contract options for the items included in your proposal.	No service contracts are made part of this RFP response or resultant award. Local dealers are allowed to quote service contracts and extended warranties at time of machine quote for buying agency's consideration.	*

### Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> <li>1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety.</li> <li>2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale.</li> <li>3. Dealer hereby agrees to comply with the Certificate of Insurance ("COI") requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America.</li> <li>4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same.</li> </ol> <p>Quoting:</p> <ol style="list-style-type: none"> <li>1. Quote training and contract questions should be directed to the Contract Administrator.</li> <li>2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not "price protect" a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences.</li> <li>3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc.</li> <li>4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized.</li> <li>5. Wirtgen America reserves the right to audit dealer's contract sales records for compliance and training.</li> </ol>
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54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Wirtgen America is the holder of the referenced Contract. Pursuant to the Contract Terms and Conditions, a documented relationship exists between Wirtgen America and its dealer network thereby permitting Dealer to quote, accept purchase orders, order, deliver, and invoice the Sourcewell customer provided dealer agrees to the following:</p> <p>Compliance:</p> <ol style="list-style-type: none"> <li>1. Dealer agrees to cooperate with Wirtgen America to comply with all Contract sales and administration requirements. Contract # 081221 Terms and Conditions are hereby incorporated in their entirety.</li> <li>2. Dealer bears all contractual responsibility associated with equipment and parts sales to the Sourcewell member, including post sale warranty and service obligations, in accordance with the Contract. Post-sale warranty support includes standard factory warranty as well as any dealer provided extended warranty, same as for a commercial sale.</li> <li>3. Dealer hereby agrees to comply with the Certificate of Insurance (“COI”) requirement as defined under the Contract and will produce a copy of the certificate if requested by Wirtgen America.</li> <li>4. Certain states may adopt Sourcewell by way of a Participating Addendum. In those instances, there may be additional local contract stipulations that must be adhered to in addition to the national contract. Dealer agrees to review state specific requirements, as may be applicable, and abide by same.</li> </ol> <p>Quoting:</p> <ol style="list-style-type: none"> <li>1. Quote training and contract questions should be directed to the Contract Administrator.</li> <li>2. The Contract is not a fixed price contract, quotes are to stipulate 30-day validity to allow for re-quoting. Contract orders shall be processed by dealer at the then current factory pricing. In other words, Wirtgen America will not “price protect” a sale if Sourcewell or customer does not accept a price increase. Thus, the dealership, and not Wirtgen America, will be liable for any resulting price differences.</li> <li>3. Prices for dealer provided non-contract goods and services, which serve to complete the machine sale, shall be no greater than permitted under the Contract, including without limitation (and as applicable), factory freight, PDI, set-up, local delivery, taxes etc.</li> <li>4. If/when customer requests contract pricing verification, dealer agrees to provide itemized quotes that include List prices for base and factory build codes and the contract discount utilized.</li> <li>5. Wirtgen America reserves the right to audit dealer’s contract sales records for compliance and training</li> </ol>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Wirtgen America’s only option for payment terms is Net 30 Days.
56	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Wirtgen America wholly owned by John Deere has access to John Deere Financial. They offer leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval.</p> <p>John Deere Financial also offers other leasing and financing options for governmental, educational, and non-profit entities, subject to approval.</p> <p>All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.</p>
57	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.	<p>See examples attached: WGS Quotation Sales order to the customer with terms and conditions Invoice to the customer Statement of Warranty Start-up Registration/Machine inspection form</p>
58	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?	Wirtgen America does not accept P-card procurement.

**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 *
59	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.	As in previous contracts, we will use a discount off current List price for each product model. Complete commercial price pages as well as a discount matrix are included with our bid response.
60	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.	Wirtgen - 18% Discount Hamm - 20% Discount Kleemann - 15% Discount Vogele - 18% Discount
61	Describe any quantity or volume discounts or rebate programs that you offer.	5-7 machines receive 3% additional discount 8-14 machines receive 4% additional discount 15-30 machines receive 5% additional discount
62	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.	Wirtgen America can certainly offer "Sourced Goods". "Sourced Goods" are also referred to by Wirtgen America as non-contract items, allied items, referral attachments, dealer provided goods/services... We define non-contract as Wirtgen America non-factory items, such as Field Kits and Parts for dealer installation that appear in the price pages. Allied equipment is defined as other OEM equipment (ex. Betek teeth). Dealer provided goods/services are items such as; Attachments, Parts, Setup, Installs, Inspection, Preventative Maintenance services, Extended Warranty... Non-contract, allied, and dealer provided goods/services would be sold as sourced goods and the price of the item or service is quoted by the Wirtgen America dealer. Sourced goods will appear on the quote along with the contract item and would be listed as "Dealer provide..."
63	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.	Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealer. Set-up and installation fees: Dealer applied charges that cover their costs for installing and ensuring the proper operation of sourced goods and field attachments. The set-up and installation fees are quoted by the dealer. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All shipments in the continental U.S. (CONUS) region will be FOB Destination, Pre-Paid and Added. Factory to dealer freight will be quoted. Local delivery by dealer to customer location will also be quoted. Prospective buying agency must supply the full address for the end-user's delivery location at time of quote request. Should buying agency choose not to use their nearest equipment dealer, the preferred dealer needs to be clearly stated on the Purchase Order accordingly. All equipment dealers have a defined coverage area and are not selectable by the customer. Wirtgen America will make every effort to deliver ordered items in as timely a fashion as possible. Actual delivery cannot be defined ahead of time as warehouse dates are assigned based on number of orders placed on the factory, logistics assignment, transit time to local dealer, installs/setup/inspection by local dealer and final delivery to end user. In most cases, goods are delivered within 90 days, but there may be exceptions from time to time.

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case for the continental U.S., factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced. Location specific constraints related to moves by; ocean, barge, inland... may affect final delivery time.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None noted that vary from what has previously been described. Should a request come in that requires further consideration, we will be happy to review for applicability.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are utilizing Sourcewell as our primary tool for municipal purchasing

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *	
68	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.	For sales that are processed through our office, the quote and purchase order are reviewed by the contract administrator for accuracy. If the purchase order needs to be modified, the change request is submitted prior to commencing the factory ordering process. Monthly spot checks are performed by our accounting department to ensure the department is compliant with published pricing and contract discounts. Additionally, the accuracy of the contract sales reporting and administrative fee paying are also audited. For sales that are processed through the dealer network, the quote and purchase order are reviewed by the selling dealer. Dealers acquire the machines at a discount when selling through this contract. At this time pricing is verified against contract. On a quarterly basis, Wirtgen America receives a dealer settlement report from which the dealer sales are retrieved and added to the in-house sales noted above. Together, the full report is reviewed, approved and processed for sales reporting to Sourcewell and for payment of admin fees.	*
69	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.	The quarterly sales report will be reviewed by our top management. We are keeping a list of requested quotes to review closure rate. We will follow up on all lost sales to see where we were deficient. We also want to plan a quarterly performance review with Sourcewell Account Managers.	*
70	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.)	We propose a 1% admin fee applicable only to the equipment's contract selling price (List price of equipment on contract reduced by the contract discount percentage). The incidental, non-factory items and dealer provided goods and services (all items not priced/discounted by contract), will be excluded from the calculation. This process has proven functional in the past to accurately report sales activity stemming from dealers across the nation and for paying admin fees in a timely fashion.	*

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

Line Item	Question	Response *
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	WIRTGEN is the market leader in milling machines and recyclers for road construction, as well as the quality and technology leader in slipform pavers and surface miners.  WIRTGEN cold milling machines efficiently strip and remove damaged paving. The possible applications range from excavation of complete road structures through partial repairs to milling out trenches.

WIRTGEN cold recyclers remove the existing road paving by milling and mix binders such as foamed bitumen into the granulated paving. When stabilizing soil, the recyclers mix binders such as lime or cement into moist soils, to increase their load-bearing capacity.

WIRTGEN slipform pavers pave high-volume carriageways and other traffic areas as well as concrete monolithic profiles in one continuous process. VÖGELE offers a complete range of pavers, paving screeds and feeders and is the world market leader and pacesetter in the industry.

VÖGELE pavers of the SUPER series boast practically-oriented machine dimensions, large paving widths, high compaction performances and an outstanding mobility. Altogether, this makes for a high economic efficiency and reliability.

HAMM is the roller specialist and the No. 1 in asphalt compaction. The compactor's job is to produce a high load-bearing capacity. Compactors from HAMM achieve this through maximum productivity and quality, combined with low consumption and comfortable operation. The large range includes machines from 5 to 25 t with smooth, padfoot and VC crusher drums.

The articulated tandem rollers of our HD COMPACTLINE SERIES are perfectly adapted to applications on smaller road construction and landscaping sites. These highly manoeuvrable machines permit economical compaction even on very cramped sites.

The articulated tandem rollers of our HD+ SERIES are perfectly designed for road construction and for the paving of large asphalt surfaces. They convince with high compaction quality and excellent visibility. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace.

Rubber-wheeled rollers of the HP SERIES are used to compact asphalt pavements. They convince due to their high compaction quality and the flexible ballast design. The comfortable operator platform, compact dimensions and sight channels in the asymmetric frame offer drivers improved comfort and visibility.

Compactors of the H COMPACTLINE SERIES are allrounders for earthwork applications. Their convincing arguments are easy operations, powerful gradeability and compact dimensions.

Compactors of the H SERIES for earthwork applications are characterized by top performance, perfect visibility and powerful gradeability. The new operating concept Easy Drive stands for intuitive operation and an ergonomically optimized workplace. These compactors are equipped with the latest exhaust technology.

KLEEMANN The crushing plants in the MOBICAT series are used for pre-crushing of almost all natural stone and for recycling. The output of the MOBICAT crushing plants, however, is not determined by the jaw crusher alone, but rather the optimised interaction all components plays a decisive role. The focus is also increasingly on cost and environmental consciousness, availability of the plants, versatility and quality of the final product.

KLEEMANN The mobile MOBICONE cone crushers are used in medium-hard to hard and abrasive natural stone as well as for raw material preparation in mining applications. The cone crushers delivery top quality cubic final grain sizes in the 2nd and 3rd crushing stage. The MOBICONE plants are available in different sizes and for various applications. The cone crushers are particularly suitable for linking with primary crushers and screening plants.

KLEEMANN The mobile MOBIREX impact crushers are used in soft to medium-hard natural stone and in recycling. The performance of the plants is impressive – not just in terms of pure volume reduction. The focus today is on cost and environmental awareness, availability, versatility and, above all, the quality of the end-product to be achieved. The MOBIREX plants crush stone so efficiently that the grain shape, grain size distribution and cleanness comply with the strict standards for concrete and asphalt aggregates.

KLEEMANN The MOBISCREEN mobile screening plants are used for screening almost all natural stone and in recycling. The classifying and scalping screens are available with two or three decks, with hydraulic or diesel-electric drives. The areas of application of the MOBISCREEN plants are multifaceted. A large number of suitable screen surfaces are available for achieving the different final grain sizes and for different feed material.



<p>72</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Small Milling machines            Models: W35XRi, W50 Ri, W60 Ri, W100 Ri, W120Ri            Compact Milling machines:            Models: W100 Fi, W120 Fi, W120FTi, W130 Fi, W150 XFi            Large Milling machines:            Models: W200 Hi, W210Fi, W220Fi, W250Fi            Cold Recyclers and Soil Stabilizers:            Models: WR200 Xi, WR240i, WR250i            Tractor towed Soil Stabilizers:            Models: WS220, WS250            Slipform Pavers            Models: SP15i, SP25i            Binding Agent Spreader            Models: SW 16TC, SW 20MC</p> <p>VÖGELE - SUPER Series            Mini class            Models: SUPER 700-3i            Compact class            Models: SUPER 1300-3i            Universal class            Models: SUPER 1700-3i, SUPER 1703-3i            Highway class            Models: SUPER 2000-3i, SUPER 2003-3i</p> <p>HAMM            Articulated tandem rollers of the HD CompactLine Series            Models: HD 8, HD 10C, HD 10, HD12, HD13, HD14            Articulated tandem rollers of the HD+ Series            Models: HD+ 70i, HD+ 80i, HD+ 90i, HD+ 110i, HD+ 120i, HD+ 140i            Articulated tandem rollers of the DV+ Series            Models: DV+ 70i, DV+ 90i            Rubber-wheeled rollers of the HP Series            Models: HP 180i, HP 280i            Compactors of the H CompactLine Series            Models: H5i, H7i            Compactors of the H Series            Models: H10i, H12i, H13i, H16i, H18i, H20i, H25i            Trench Roller            Model: HTC15</p> <p>KLEEMANN            Mobile jaw crushers            Models :MOBICAT MC 100i EVO, MOBICAT MC 110i EVO2,            MOBICAT MC 120i PRO            Mobile cone crushers            Models: MOBICONE MCO 110i PRO, MOBICONE MCO 90i</p> <p>EVO2,            Mobile impact crushers:            Models: MOBIREX MR 110i EVO2, MOBIREX MR 122 Zi,            MOBIREX MR 130i EVO2            Mobile screening plants            Models: MOBISCREEN MSS 802i EVO, MOBISCREEN MS</p> <p>13 Z            MOBISCREEN MS 15 Z, MOBISCREEN MS</p> <p>702i EVO,            MOBISCREEN MS 703i EVO, MOBISCREEN</p> <p>MS 952i EVO,            MOBISCREEN MS 953i EVO, MOBISCREEN</p> <p>MS 21 Z</p>
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**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
73	Asphalt pavers, screeds, distributors, and loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Wideners, tack distributors, cold planers, and compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Other	<input checked="" type="radio"/> Yes <input type="radio"/> No	Milling machines, Cold Recyclers and Soil Stabilizers, Slipform Pavers, Binding Agent Spreaders

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

**Line Item 78. 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 Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - 2022-2023 Price File for U.S\_Wirtgen America.zip - Wednesday June 01, 2022 15:36:09
- [Financial Strength and Stability](#) - 2021 Annual Report - Table 2 - Question 12.zip - Wednesday June 01, 2022 12:16:20
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Certificate ISO 14001 - Table 8 - Question 43.zip - Wednesday June 01, 2022 12:16:38
- [Warranty Information](#) - Warranty Handbooks- Table9A - Question 46,47,50.zip - Wednesday June 01, 2022 12:16:54
- [Standard Transaction Document Samples](#) - Standard Transaction Documents - Table 10 - Question 57.zip - Wednesday June 01, 2022 12:17:16
- 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. - Melanie Braband, Contract Administrator, Wirtgen America, Incorporated

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_Roadway_Paving_Eqpt_RFP_060122</b> Tue May 24 2022 04:31 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Roadway_Paving_Eqpt_RFP_060122</b> Thu May 19 2022 09:01 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 29 2022 04:09 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Roadway_Paving_Eqpt_RFP_060122</b> Fri April 15 2022 03:54 PM	<input checked="" type="checkbox"/>	1