



Solicitation Number: RFP #011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Volvo Construction Equipment North America, LLC**, 312 Volvo Way, Shippensburg, PA 17257 (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 **Heavy Construction Equipment with Related Attachments and Technology** 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 April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product 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 solely from any willful or gross negligent 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 a claims-made 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 claim 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

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specific above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Supplier's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Supplier will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.

- C. If insurance is terminated for any reason, Supplier shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

Retroactive Date and Extended Reporting Period: If any insurance required here is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage will be no later than the commencement date of the project and will state that in the event of cancellation or nonrenewal, the discovery period for insurance claims (tail coverage) will be at least 36 months.

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

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 that make a purchase under this Contract, 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 authorized dealers or distributors. 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

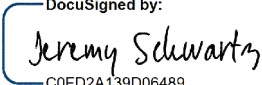
Intentionally omitted.

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.

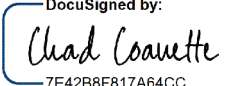
Sourcewell

Volvo Construction Equipment North America, LLC

DocuSigned by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 5/3/2023 | 10:29 PM CDT

DocuSigned by:

 By: DFFF633231D54CB...
 Krister Persson
 Title: Head of Finance & Commercial Management
 Date: 5/3/2023 | 1:49 PM EDT

Approved:
 DocuSigned by:

 By: 7E42B8F817A64CC...
 Chad Coquette
 Title: Executive Director/CEO
 Date: 5/4/2023 | 9:56 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Volvo Construction Equipment North America
Does your company conduct business under any other name? If yes, please state: Pennsylvania
Address: 304 Volvo Way
Shippensburg, PA 17257
Contact: Kathy Tedone
Email: kathy.tedone@volvo.com
Phone: 828-337-3722
Fax: 828-337-3722
HST#:

Submission Details

Created On: Tuesday November 15, 2022 06:52:10
Submitted On: Tuesday January 10, 2023 09:00:46
Submitted By: Kathy Tedone
Email: kathy.tedone@volvo.com
Transaction #: 8ffac7d2-63e9-4d27-accd-1e0715ece830
Submitter's IP Address: 165.1.224.156

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")	Volvo Construction Equipment North America, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Volvo Construction Equipment; Volvo CE, VCE
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1X0J7
5	Proposer Physical Address:	312 Volvo Way, Shippensburg, PA 17257
6	Proposer website address (or addresses):	https://www.volvoce.com https://www.volvoce.com/united-states/en-us
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):	Krister Persson Head of Finance & Commercial Management Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 717-530-6286 Krister.persson@volvo.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathy Tedone Government Sales – State & National Buying Contract Management Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 Mobile: +01.828.337.3722 Kathy.tedone@volvo.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie McCall Head of Key Accounts, Sales North America Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 717-530-6160 Stephanie.mccall@volvo.com

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>Volvo Construction Equipment (VCE) is part of Volvo Group. Volvo Group offers trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and service that increase our customers' uptime and productivity. Volvo Group contributes to the development of electrified and autonomous solutions for the benefit of customers, society and for the environment. Volvo Group employs 100,000+ people world-wide, with production in 19 countries, in 190 markets, with world-wide service networks and dealerships. Visit: https://www.volvoce.com/global/en/this-is-volvo-ce/about-us/volvo-group and see Volvo Group Corporate Presentation addendum under Additional Docs.</p> <p>Under the Volvo Group, VCE is a world leading manufacturer of premium construction equipment, offering sustainable transport and infrastructure solutions. VCE offers a wide range of services, contributing to our customers success supported by a world-wide footprint and distribution network. VCE was founded in 1832 in Eskilstuna, Sweden and is now headquartered in Gothenburg, Sweden and employs 14,600 people world-wide, with production facilities in 9 countries, with 265 dealers in 180 countries. https://www.volvoce.com/global/en/this-is-volvo-ce/about-us and see VCE's Corporate Presentation addendum under Additional Docs.</p> <p>Volvo Construction Equipment North America is headquartered in Shippensburg, PA and covers the markets of the United States and Canada. These two important markets cover an area that contains 400 million+ people and boasts the world's largest economies. VCE has been present in this Region since the 1980's and continues to be a strong player in the North American market. Today, the site employs about 800 employees representing nearly 20 nationalities working in Operations, Technology, and Sales and Marketing. https://www.volvoce.com/global/en/this-is-volvo-ce/about-us/our-locations/shippensburg/</p> <p>VCE strives to Build Tomorrow, by Building the World We Want to Live In.</p> <p>Our Mission: Drive Prosperity through transport and infrastructure solutions Our Purpose: To Build the world we want to live in Our Vision: Be the most desired and successful transport and infrastructure solution provider in the world Our Values: Customer Success, Trust, Passion, Change, Performance</p> <p>From its humble beginnings as an engineering workshop in Sweden two centuries ago to the globally-renowned industry leader it is today, the growth of VCE is far from ordinary. It is a story of two centuries of innovation where today it stands proud as one of the world's major manufacturers of construction equipment products and services and a pioneer for a more sustainable way of working. VCE's heritage provides the strong foundation on which it is able to build the world we want to live in.</p> <p>For a more depth link at VCE's history, please visit: https://www.volvoce.com/global/en/this-is-volvo-ce/our-history</p>
11	What are your company's expectations in the event of an award?	<p>VCE has had great success with our Sourcewell Heavy Equipment Sourcewell contract over the past two terms. It is VCE's goal to continue to meet and exceed the needs and expectations of our governmental customer base nationally (including Hawaii and Alaska) and in Canada. Our Sourcewell contract has proven to play a fundamental role in VCE's overall government sales strategy and growth and provides us with the opportunity to offer our governmental customers our high-quality products and services at our most competitive government pricing available.</p> <p>VCE is committed to the continued growth of the contract with on-going and expanding dealer trainings, marketing resources, outreach and promotion.</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>Volvo Group and VCE Third Quarter 2022 Review - See addendum "Volvo Group Q3 2022 Financial Review" or visit: https://www.volvogroup.com/en/news-and-media/events/2022/oct/third-quarter-2022.html</p> <p>Link to Volvo Group Credit Rating and Info: https://www.volvogroup.com/en/investors/debt-information/credit-rating.html</p> <p>Link to Volvo Group Debt Info: https://www.volvogroup.com/en-en/investors/debt-information.html</p> <p>Link to Financial Information: https://www.volvogroup.com/en/investors.html</p>
13	What is your US market share for the solutions that you are proposing?	<p>VCE considers this information proprietary, but please refer to Volvo Group Q3 2022 Financial Review addendum for more information about VCE's presence in North America.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>Same as above.</p>

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>VCE is a manufacturer with its' North American headquarters in Shippensburg, PA. This site is shared with Operations, Global Technology, Customer Solutions and Sales and Marketing. The Shippensburg facility has been part of the local community for over 40 years, and, in 2007, was acquired by VCE. Since then, two product lines have been localized, a multi-million dollar Customer Center created, and the Sales and Marketing team relocated to Shippensburg to create the multi-functional North American hub.</p> <p>The Shippensburg factory currently manufactures soil and asphalt compactors and wheel loaders. Operations include welding, large machining, paint, and assembly. The state-of-the-art Customer Center is used for training and machine demonstration for customers and dealer staff.</p> <p>VCE divides North America into three sales and customer support Districts. Within each District, VCE has field-based employees to be closer to dealers and customers. These field teams consist of District Sales Managers, District Product Managers, District Customer Support Managers and Field Technical Support Specialists</p> <p>VCE's Sales and Product Managers focus on dealer business growth, retail sales, product sales competency and customer meetings. These positions are dealer and customer facing to grow sales and assist in enhancing the customer experience.</p> <p>VCE's Customer Support Managers and Technical Support Specialists focus on the after-market side of the business. These positions are dealer and customer facing which involve dealer product support activities with parts ordering and stocking levels, technician training and competency development, customer service response times and assistance in troubleshooting and repairing new or complex service issues.</p> <p>Please see section Proposer's Ability to Sell and Service Nationwide for more detailed description of VCE's relationship with sales/service field teams and the dealer network.</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.	<p>VCE achieved a worldwide certification complying with ISO 9001 (quality), ISO 14001 (environmental care) and ISO 45001 (occupational health and safety). This means all of the company's sites and functions are working in a correct and consistent manner fulfilling all requirements in these standards.</p> <p>The three standards align with Volvo's core values of quality, safety and environmental care. With the achievement of the worldwide certification, we prove we are a unified organization, under one process model, fully aligned across all sites around the world.</p> <p>Please visit https://www.volvoce.com/global/en/this-is-volvo-ce/about-us/worldwide-certification/ for more information regarding these certifications and to view certificates.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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	See attached VCE Awards addendum uploaded under Additional Docs folder for a list of VCE awards included but not limited to.
20	What percentage of your sales are to the governmental sector in the past three years	VCE considers this information proprietary however assures Sourcwell that our government channel is a critical part of our business model in North America which will be demonstrated throughout this RFP response.
21	What percentage of your sales are to the education sector in the past three years	Same as above
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?	<p>VCE OEM managed National Co-operative Purchasing Contracts: Sourcewell: 2020 (136 units) / 2021 (217 units) / 2022 (282 units) HGAC: 2020 (13 units) / 2021 (5 units) / 2022 (4 units)</p> <p>VCE OEM managed Federal Contracts:</p> <ul style="list-style-type: none"> Defense Logistics Agency Heavy Equipment Purchasing Program (HEPP Program) – The Heavy Equipment Program provides COMMERCIAL-TYPE heavy equipment for our military and other government agencies. Located in Philadelphia PA - 86 units. Defense Logistics Agency Disposition Services – Located in Battle Creek MI. DLA Disposition Services disposes of excess property received from the military services. A 5 year Contract to provide Excavators, Wheeled Excavators and Wheel Loaders to DLADS - 59 units <p>State Contracts: VCE's dealership network holds a myriad of State and DOT contracts where dealership is the prime contract holder.</p>
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?	VCE holds a Supply Agreement with our partner American Material Handling, Inc. (AMH), Watkinville GA. Estimated 50 units annually.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Colorado Department of Transportation	Robert Brogdon	720-951-812
City of Toronto	Jugal Parikh	416-396-7213
Maryland Environmental Services	John Mirabile	410-729-8200

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 *
Colorado DOT	Government	Colorado - CO	31 Wheel Loaders & EW160E 10 YRS of CDOT Contracts for Wh Ldrs. In 2022, CDOT purchased 13 L90s through Sourcewell Contract for 1st time	Varies YOY	\$6.8M
New York City Department of Sanitation	Government	New York - NY	24 Medium Sized Wheel Loaders 5 Large Wheel Loaders 1 Large Excavator	Varies YOY	\$8.3M
City of Toronto	Government	ON - Ontario	13 Large Wheel Loaders 1 Articulate Hauler 1 Large Excavator These purchases made through Sourcewell/Canoe contract	Varies YOY	\$6.6M
Maryland Environmental Services	Government	Maryland - MD	2 Articulated Haulers 2 Long Reach Large Excavators 1 Large Wheel Loader 1 Compact Wheel Loader through Sourcewell contract	Varies YOY	\$1.7M
Lancaster County Solid Waste Authority	Government	Pennsylvania - PA	5 Large Wheel Loaders 2 Large Excavators Articulated Hauler	Varies YOY	\$2.1M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>VCE's Sales Force at the OEM level have over 75 employees, based out of Shippensburg, PA, supporting its dealership network dedicated to the following areas:</p> <p>VCE Field Sales: VCE's field-based sales team consists of District Vice Presidents and District Sales Managers. DSMs work with the dealership network on annual dealer business planning, performance, growth, retail sales programs and activities, product sales competency training and participate in customer meetings. These sales positions are dealer and customer facing to develop dealer business initiatives to support sales growth and assist in enhancing the customer experience.</p> <p>VCE Sales Support: The field Sales Support Managers are product and market segment specialists. They assist with development of sales competency training, dealer product sales trainings, customer product training events, assist in sales application opportunities, and are product liaisons from the sales region to the factory and engineering group and viewed as the 'product experts' on their assigned products.</p> <p>VCE Government Sales: The dedicated Government Sales team is comprised of a State & National Buying Contract Manager and a Federal Contract Manager as well as support staff. This team manages all government contracts at the OEM level and directly supports the VCE Field Sales team and dealers by providing training on all VCE government programs, contracts, initiatives and policies. Government Sales has developed an extensive training and support program for our dealers which include sales and marketing strategies in the municipal and state markets, with a strong focus on our Sourcewell contract.</p> <p>VCE Commercial Management / Inside Sales Support: The internal Commercial Management / Inside Sales team develop the commercial annual sales strategies and retail programming for the field. This team consolidates the monthly dealer forecasts for new machine orders and aligns with factory forecast and production requirements. This team assists the field sales team in efficiently managing dealer inventory levels by coordinating lead times on new factory orders for customer retail orders and general inventory.</p> <p>The Inside Sales team interface daily with the VCE field team, Government Sales team, and dealers to coordinate product order availability, ensure on time delivery and other sales support activities to increase sales and provide a high level of customer satisfaction.</p>
27	Dealer network or other distribution methods.	<p>In addition to VCE's direct employees listed above and below, VCE's dealership network is responsible for and provides world-class sales and aftermarket support.</p> <p>The dealership network is broken into three districts in North America and consists of 37 independently owned dealerships (including a dealership in Hawaii, four in Canada, two in Puerto Rico) and one company owned dealership in California with 235 branch locations representing VCE products and support in all 50 States, all Canadian provinces and the Caribbean.</p> <p>Within the VCE dealer network, there are over 520 sales people focused on Volvo equipment sales. The dealers have over 170 Customer Support Representatives (CSR) that focus on aftersales customer support. VCE dealers have over 1,650 Volvo trained service technicians at the 235 dealer locations to service and repair the products.</p> <p>Please see VCENA Dealer Directory addendum under Additional Docs folder, for specific branch locations.</p>

28	Service force.	<p>To support its dealer network described above, VCE has field-based customer support personnel within the three districts. This product support team consists of District Customer Support Managers and Technical Service Managers that focus on the after-market side of the business to ensure the best possible customer satisfaction experience. These positions work directly with dealers and customers and involve dealer product support activities with parts ordering and stocking levels, technical training and competency development, customer service response times and assistance in troubleshooting and responding to new or complex service issues.</p> <p>Additionally, at the corporate level, VCE has a Product Management & Productivity team and an Uptime & Customer Support team.</p> <p>VCE's Product Management & Productivity Team is responsible for competency development, technical training and has expert product managers responsible for each product category offering, including attachments.</p> <p>VCE's Uptime & Customer Support Team has the sole responsibility of ensuring machine uptime owning all quality and technical issues that may arise.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>VCENA's entire dealer network is included in this proposal, please see VCENA Dealer Directory addendum under Additional Docs folder, for verification purposes.</p> <ul style="list-style-type: none"> • Dealer creates quote to customer using standardized Sourcewell Quote Form/Tool created by VCE Contract Manager - see Sourcewell Quote Tool addendum • Dealer forwards to VCE Government Contract Manager for review to ensure contract pricing/discounts being used and VCE Government Contract Manager logs as active quote • Dealer provides customer with contract quote • Customer issues purchase order to dealer • Dealer submits copy of customer purchase order to VCE Government Contract Manager who keeps on file (for internal auditing purposes). • Dealer also maintains copies of customer quote and purchase order • Dealer places order with VCE • Dealer delivers machine to customer • Dealer invoices customer (forwards copy to VCE Government Contract Manager) • VCE Government Contract Manager submits quarterly report, along with check for administrative fees, on a quarterly basis on behalf of all dealers for units that delivered in that quarter. • VCE Government Contract Manager audits dealers on a monthly basis to follow up on pending quotes, orders and machine delivery to ensure all contract sales are reported. Additionally, VCE has an internal Retail Report and Open Orders report that is cross-referenced monthly. <p>In addition, if a local agency has additional terms and conditions to this contract or wishes to enter into a Participating Addendum, VCE may propose the agreement be entered between the VCE dealer and said entity.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Customer Success is one of Volvo's core values and one that it takes very seriously. Customer Service is provided directly through VCE's dealer network, with the assistance of VCE's Uptime and Customer Support Team and field teams described above. It is up to each dealership to meet the expectations of its customers' needs; processes and procedures vary from dealership to dealership however VCE provides guidelines which establish best practices a dealership is encouraged to meet to satisfy the expectations of our customers, and to maintain a customer experience which is both consistent and positive. VCE's District Sales Managers conduct quarterly progress reviews with each dealership on their annual business goals and commitments. These reviews measure individual dealerships' performance to ensure they are meeting customer service needs to VCE expectations.</p> <p>VCE and our dealers are committed to responding to customer service needs within four hours. VCE has expectations that our dealerships:</p> <p>Retain CSRs (Customer Support Representatives)</p> <ul style="list-style-type: none"> • Actively promote the use of CSAs (Customer Support Agreements) • Stock and sell genuine Volvo parts • Employ an adequate number of service technicians • Have an adequate number of trained service technicians • Have an adequate number of properly equipped service vehicles for the products sold and serviced in the territory. • When required by the market, dealers should have a 24-hour support program • Have a documented service enquiry handling process to respond to customer needs/concerns • Have a documented warranty process

Additionally, VCE administers the Volvo Iron Mark program which is a dealer incentive program focusing on three areas, one of which is customer Uptime Support. The goal of this program is to reward high-performing dealers in these areas by increasing dealer incentives against the afore-mentioned expectations. The program creates a benchmark to help measure against high-performing peers and to share best practices. Below is a snapshot of part of the Scorecard used in measuring Customer Support and Uptime:

- Service Work Order Survey feedback process in place
- Parts Availability
- Uptime Solution Systems/Operational Management
- Dealer Competence Development (Technical & Sales)
- Product Updates
- Safety Campaigns
- Warranty Administration and Claim Quality

PHONE SUPPORT:

VCE administers an all-hour phone support line for all dealers in all time zones, coast to coast.

REAL TIME TECH SUPPORT:

Having expert support close by and available when dealers need it most is vital when it comes to keeping the downtime of a customer's operation to a minimum. That's where Real-time Tech Support comes in, which provides a live video feed to enable dealer field technicians access to expert help in real time, all while on-site. The result is faster fault tracing and less travel, all with the single mission to maximize machine uptime.

CHAIN:

VCE has in place an on-line automated technical support helpline to support dealer field service technicians who are in the field responding to machine technical issues. This support line provides immediate information and support to assist them in resolving technical issues quickly and efficiently. CHAIN cases have global visibility and also serve as an extensive database and library of information regarding machine diagnostics, product bulletins, and service tips. Within CHAIN there are different categories that the field tech can select based on urgency and the need for problem resolution.

PARTs Distribution Centers:

The Volvo Group's Byhalia Central Distribution Center located within the Gateway Global Logistics Park in Byhalia, MS (Memphis area) opened in 2014 and represents a \$70 million investment in our North American parts distribution footprint. The facility is over 1,000,000 sq. ft. and employs approximately 625 employees. Volvo Group continues to invest in its parts distribution footprint in North America that now includes three parts warehouses/distribution centers. The newest parts distribution center is in Toronto, Ontario, Canada. This 650,000 square foot state of the art facility allows for shorter response times for Canadian dealers. In 2020 the Reno, NV warehouse expanded from a Supporting Warehouse to a full-fledged Regional Warehouse thereby expanding breadth and depth of parts. This has again reduced lead times for dealers sourcing parts. We are currently working to expand again our North America footprint.

VCE has incorporated a Premium Service option for dealers called Dedicated Delivery Service (DDS) which allows for dealers in a certain proximity to our main distribution center (Byhalia) to receive parts next day before 8am. This has resulted in increased productivity for the dealer as they now can dispatch Service Technicians sooner getting machines up quicker than before.

The North American logistics footprint:

- Major global transportation hub
- Global transportation hub creates opportunities for quicker back-order recovery
- Optimized stock order transport for NA and exports markets - due to consolidation/central location between brands
- Reduced order processing time & Improvement in on-time shipments
- Reduction in error rates – fewer SKUs representing 98% of the volume
- Increased availability - through shared inventory between brands in the Volvo Group in one location

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	VCE has held the Sourcewell Heavy Equipment contract for two four-year terms now. During this period, extensive dealer trainings have been conducted throughout the United States and Canada, both at dealership locations and with on-going webinars and one-on-one trainings given by VCE's Government Contract Manager. VCE is pleased to say with confidence that its entire North American dealership network is now trained and engaged with how to promote the contract and sell off it, abiding by VCE's strict policies to ensure contract compliance. VCE, along with its dealership network look forward to continued contract growth in North America.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Same as above	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
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?	VCE is able to support all these sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

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>VCE is committed to the promotion and marketing of the Sourcewell contract. These are just a few examples:</p> <ul style="list-style-type: none"> • Volvo CE Government dedicated website that highlights Sourcewell: https://www.volvoce.com/united-states/en-us/about-us/government-sales/ • Volvo CE has marketing material available for the dealer to co-branded with VCE and Sourcewell/Canoe Procurement Group. These pieces are designed for print or electronic use. see attached examples under Marketing Material folder • Volvo CE Government Marketing Campaign for Electric Equipment. VCE has a robust marketing campaign specifically for the government sector for introducing our fully electric equipment. This is all encompassing with demos being conducted with government agencies around the country, along with an on-line portal to put decision makers in direct contact with an expert that may answer questions. Our Sourcewell contract is a prominent aspect of this marketing campaign. see attached examples under Marketing Material folder • Customer Success Stories and Press Releases. Volvo CE is in the process of putting together two customer success stories to be released Q1-Q2 2023 with Sourcewell members who recently purchased our full electric compact and other equipment (two in the U.S and one in Canada). Video, pictures and interviews will be conducted with the SW member and dealership. These stories and videos are very well-done, professional pieces and will be on VCE's websites and social media outlets, circulated to heavy equipment publications, and will be a part of the Sourcewell and Canoe newsletters when completed.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>VCE, as part of the large Volvo Group family globally, has a very strong web presence, both internationally and at home in the U.S. and Canada. https://www.volvoce.com and https://www.volvoce.com/united-states/en-us/</p> <p>These main sites provide our customer base with critical information needed to make purchasing decisions, everything from very specific product info, parts, and service information; along with detailed information regarding VCE's history, mission, values, and state of the art videos.</p> <p>Additionally, customers can access information on our products and services through our blog: www.volvoceblog.com, through our app: Volvo CE Insider (on the Google and App stores) and through our social channels:</p> <ul style="list-style-type: none"> • Facebook: https://www.facebook.com/volvocena • YouTube: https://www.youtube.com/user/volvocena • Instagram: https://www.instagram.com/VolvoCE_NA • Twitter: https://twitter.com/volvoce_na
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>It is VCE's view that Sourcewell does an excellent job in promoting itself as a government entity serving the needs of the U.S. and Canada's municipalities, tribes, and education sectors; Sourcewell's message is very much in line with VCE's core values.</p> <p>Sourcewell's dedicated legal team, marketing material (electronic and print) along with its training resources and tradeshow participation illustrates the organization's dedication, willingness, and proactive approach to the education and promotion of co-operative purchasing. The time and cost savings a Sourcewell contract offers are in the best interests of all parties involved: our governmental customers, tax-payers and manufacturers/service providers. It allows VCE as the manufacturer and its dealers to focus on quality, service, uptime and building relationships with our governmental customers based on their specific needs/applications and financing constraints.</p> <p>As demonstrated throughout this RFP response, our Sourcewell awarded contract is a fundamental part of our government sales process and is integral in growing VCE's governmental market share. This is recognized by VCE's executive management and other VCE departments and communicated to its dealer network.</p> <p>It is VCE's desire that the efforts on the part of Sourcewell, and VCE, continue to develop and expand the contract usage, collaboratively.</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.	Not at this time.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>VCE understands that reducing costs, while increasing productivity and safety, is a test that customers face every day. Reliable and efficient machines play an important part in achieving this, but it is the performance of the operator that really makes the difference. With a comprehensive package of training initiatives, VCE supports operator development to help them unlock the full capability of the Volvo machines.</p> <p>VCE offers Machine Operator Training, Advanced Operator Training, and Simulator Operator Training programs. These trainings are optional, not standard, and are fee based. Dealers may quote training programs up front or Sourcewell members/customers may arrange training after purchase. Some dealerships have staffed VCE certified trainers and these dealerships can perform this level of training at either the dealer or customer location upon request. VCE also has a staff of trainers able to perform training at customer locations or at our VCENA Customer Center in Shippensburg, PA.</p> <p>Please visit https://www.volvoce.com/united-states/en-us/services/volvo-services/fuel-efficiency-services/operator-training/ for a more in-depth look at VCE's training programs and what they offer.</p> <p>VCE's Customer and Training Center in Shippensburg, PA Headquarters:</p> <p>VCE's commitment to training to both its dealership network and customer base is demonstrated by its continued investment in its training facilities, most recently with a \$7 million expansion of Volvo CE's Customer Center at the company's North American headquarters in Shippensburg, PA. Opened in 2014, the Customer Center sits on 40 acres with a full machine demonstration area used for dealer and customer events.</p> <p>The \$7 million expansion includes the addition of several new machine bays, classrooms and a virtual lab used for creating and hosting virtual trainings. Training will primarily be for Volvo dealer technicians, but it will benefit customers who visit Shippensburg by providing a holistic view of what the company is doing to support their operations with training for operators and technicians, plant tours, the ability to interact with Volvo CE experts and more.</p> <p>This world-class training center will include technical courses on equipment as well as productivity and uptime services, such as the Volvo Assist programs and ActiveCare Direct managed telematics program. There will also be training and demonstrations on electric machines, automation and connectivity. The virtual lab will allow for the use of video, augmented reality and other technologies to support dynamic virtual training courses for dealers throughout the U.S. and Canada.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>FULL ELECTRIC EQUIPMENT VCE is committed to driving the transformation to a more sustainable future with goals of offering the broadest range of electric machines in the industry. VCE's goal is to have 30% of our product offering to be fully electric by 2030. These machines are more efficient, low noise, and zero emissions.</p> <p>VCE is pleased to have launched its full electric compact offering in 2022 to include five models, all available on Sourcewell contract with a contract discount, so our governmental customers are receiving most competitive pricing available on these units. VCE has established relationships with Preferred Suppliers for direct current fast chargers and mobile solar array chargers. Sourcewell members may purchase direct from dealers through Volvo's Extended Offer program simplifying the buying process. These options will be quoted as "Sourced" goods.</p> <p>Please visit: https://www.volvoce.com/united-states/en-us/products/electric-machines/ for a closer look at this equipment offering.</p> <p>ELECTRIC MACHINE MANAGEMENT APPLICATION The latest advancement in telematics from VCE. Offers systems management through an on-line application. Basic features include machine status, hours, battery level and location with advanced features including charge reminders, charge interruption alerts, monitoring of mobile charging stations, annual batter consumption.</p> <p>PRODUCTIVITY SERVICES One area that sets VCE apart is its commitment to customer productivity and efficiency.:</p> <p>CO-PILOT and VOLVO ASSIST SOLUTIONS Volvo Co-Pilot is a state-of-the-art touchscreen tablet that powers all VCE's Assist platforms, using on-board machine data and high precision sensors to more easily complete tasks in less time. Simple and intuitive, the operator can set up projects in just a few touches by selecting the required job parameters. The operator can then monitor progress of the job as it gets underway and stay safe, with on-screen alerts that indicate when pre-set parameters are met. Here are just some of the benefits VCE's Co-Pilot offers:</p> <ul style="list-style-type: none"> • Compact Assist (Soil and Asphalt Compactors): Machine indication system that goes on compactor that maps passes, temperature, and density in REAL TIME to help ensure proper compaction. Real time mapping is an industry exclusive. • Load Assist (Wheel Loaders): An on-board scale system that weighs the material in the attachment of the wheel loader to allow proper loading of trucks, crushers or hoppers. • Dig Assist (Excavators): Machine indication system that informs that operator how far up or down his attachment is as well as showing the operator to dig to pre-set targets or designs displayed on the screen. • Haul Assist (Articulated Haulers): An on-board scale system that weighs the material in the bed of an articulated hauler to allow for the tracking of material management and productivity data. <p>For a more in-depth look at Volvo's Assist solutions and capabilities please visit: https://www.volvoce.com/united-states/en-us/services/volvo-services/productivity-services/</p> <p>1000 HOUR ENGINE OIL INTERVALS Advancements in Volvo CE lubricant technology, coupled with our new high-performance engine filters, cut engine drain intervals and costs on heavy equipment by up to 50%. Volvo's new VDS 4.5 15W-40 and 10W-30 lubricants are formulated to better suspend contaminants and maintain viscosity. These oils are proven to resist sludge formation over the full 1000-hour drain interval. High-performance engine oil filters combined with these revolutionary oils are the key to this new engine oil interval offering from Volvo. Lengthening the time between drain intervals gives customers tangible cost savings in labor and materials, all while increasing machine uptime. For more info, please visit: https://www.volvoce.com/united-states/en-us/services/volvo-services/uptime-services/1000-hour-engine-oil-intervals/</p>
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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>To have a future, we must do business sustainably. Volvo Group and VCE are dedicated to a sustainable future. To succeed we have taken an active role in a number of progressive projects, most notably WWF Climate Savers: www.volvoce.com/global/en/this-is-volvo-ce/what-we-believe-in/sustainability/wwf-climate-savers/ and Construction Climate Challenge: www.volvoce.com/global/en/this-is-volvo-ce/what-we-believe-in/sustainability/construction-climate-challenge and we're confident our efforts will lead us to a more prosperous, fair and environmentally sound future.</p> <p>Creating a carbon-free future is a vision we share with many of our customers. VCE is committed to its position as a driver of change within the construction industry and has set its own strict target to reach net zero value chain greenhouse gas emissions by 2040, along with a 50% reduction in CO2 emissions across our own operations and a 30% reduction in CO2 emissions across product use as early as 2030.</p> <p>We understand that our customers are also setting their own ambitious targets to urgently reduce their carbon footprint which is why we believe in working closely with our customers to accelerate the green transition.</p> <p>For more information regarding Volvo's commitment to sustainability please visit:</p> <p>Volvo's Sustainability Strategy: www.volvogroup.com/en/sustainability.html</p> <p>Volvo's Concept lab link: https://www.volvoce.com/global/en/this-is-volvo-ce/what-we-believe-in/innovation/volvo-concept-lab-machines/</p> <p>VCE's Approach to Sustainability: www.volvoce.com/global/en/this-is-volvo-ce/what-we-believe-in/sustainability/</p>
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.	<p>Along with quality and safety, caring for the environment is one of Volvo's core values. This means that Volvo Construction Equipment works with an overall perspective of the products that extends throughout their entire life cycle. This includes engineering and design, material selection, manufacturing processes, use and recycling.</p> <p>Please see Environmental Declaration Addendums under Additional Docs file each of which indicates ISO certifications, recycling declarations, and other environmental information for VCE's various product offering.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>VCE given its size is not eligible for these designations, however we have an internal program where we reach out and actively seek vendors and partners with veterans, women and minority owned small businesses.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>VOLVO CE EXTENDED COVERAGE</p> <p>In March of 2022 VCE launched it's Extended Coverage program in order to provide more value for a lower cost at a higher level of customer service with our products. This is optional, after-market coverage available through VCE. Coverage is available through VCE's dealership network with a dedicated in-house Team provided by Volvo to support the program. There are 5 levels of coverage ranging from engine to complete machine with the ability to add TT&M to suit the customer's needs. By bringing the extended coverage program in house, VCE has been able to enhance upon the level of coverage offered to governmental customers, while offering a more competitive price – all being supported in-house by a Volvo Team.</p> <p>MACHINE PACKAGE OFFERING for COMPACT EQUIPMENT</p> <p>VCE is launching a compact machine package offering (including electric) in 2023 which will allow for quicker delivery times and better availability of compact equipment. These option bundles will allow VCE and its dealerships to have stocked inventory readily available based on most popular and in demand specifications. The core package focuses on a basic configuration and the advanced package is a premium version based on performance needs.</p> <p>FREIGHT from MANUFACTURING FACILITY/PORT TO LOCAL DEALER LOCATION INCLUDED in VCE LIST PRICING</p> <p>All machines are shipped from VCE to freight on board (F.O.B.) dealer location throughout U.S., Canada, Hawaii, and Alaska. List pricing for all VCE equipment includes freight from factory / port to the local dealer branch location specified. Only freight charge customer is responsible for is from dealer branch to customer location.</p> <p>FRAME LIFETIME LIMITED WARRANTY</p> <p>VCE is one of the only, if not the only in its industry to extend to its authorized dealers and end user customers who purchase a new Volvo machine a Lifetime Limited Frame</p>

Warranty for its entire product line as per the below grid. The warranty applies to the initial machine owner and is non-transferrable.

VCE or an authorized VCE dealer will repair or replace the frame, and where specified, other structural components on the machine which prove to be defective in material or workmanship during the period of initial ownership or for the life of the machine, whichever is less.

For a more in-depth look, see VCE's Frame Lifetime Limited Warranty Addendum under Warranty Folder or visit: <https://www.volvoce.com/united-states/en-us/services/volvo-services/uptime-services/lifetime-frame-and-structure-warranty>

FUEL EFFICIENCY

VCE's commitment to fuel efficiency sets it apart from others within the industry. Standing behind its commitment, VCE introduced its Fuel Efficiency Guarantee program in 2012, with the understanding that fuel is one of its customers' largest operating expenses. VCE is so confident in the money-saving fuel efficiency of its GPE excavators, articulated haulers, and wheel loaders that they offer a Fuel Efficiency Guarantee when a new Volvo machine is purchased and customer activate their free, standard four-year CareTrack subscription (referred to below). If machine's fuel efficiency and productivity do not meet the model-rated fuel efficiency levels, VCE will reimburse the customer the cost of the additional fuel. Saving fuel means lower emissions for the environment and cost-savings to our municipal and state customers. Please visit for more information: <https://www.volvoce.com/united-states/en-us/services/volvo-services/fuel-efficiency-services/>

CARETRACK and ACTIVECARE DIRECT

Customers' purchasing new Volvo machines may be enrolled in a complementary one-year ActiveCare Direct and four-year CareTrack subscription.

CareTrack Operation is VCE's telematics portal, which allows customers to optimize and maximize machine or fleet fuel consumption, machine utilization and excessive idling reports. Its machine specific reports highlight how each machine is used and how efficient operators are working, helping to identify training needs.

ActiveCare Direct (ACD) is unique to VCE and the only manufacturer to offer this direct to customers. ACD is a revolutionary new telematics monitoring and fleet utilization reporting service provided directly from Volvo on all GPE machines and compaction equipment. ACD offers 24/7/365 Active Machine Monitoring - there is no need to decipher raw data or react to a flood of alarm codes. VCE does this for the customer. ACD also provides Monthly Fleet Reports.

Rather than logging in to a telematics portal and sorting through mountains of data, the customer will get easy-to-understand monthly fleet reports that may be used to improve fleet utilization, identify opportunities for operator training, better manage service schedules, improve uptime and reduce operating costs.

For more information on ActiveCare Direct, please visit: <https://www.volvoce.com/united-states/en-us/services/volvo-services/uptime-services/activecare-direct/>

VOLVO CERTIFIED USED PROGRAM

VCE is pleased to offer access to our Volvo Certified Used Equipment program through our Sourcewell contract. Purchasing Volvo Certified Used Equipment may be a smart cost-savings investment for our Sourcewell customers/members as an alternative to purchasing new. Volvo Certified Used Equipment is OEM owned inventory housed at one of VCE's four Remarketing Centers around the country (Jacksonville, FL; Las Vegas, NV; Depford, NJ, and Shippensburg, PA HQ).

By purchasing Volvo Certified Used, customers will have the confidence they are receiving Volvo quality, performance and reliability in a machine that's thoroughly inspected by OEM trained personnel. Machines are tested and reconditioned using Genuine Volvo Parts and components and come with 6 months/1200 HRs PowerTrain extended coverage backed by OEM. Additional extended coverages are available.

Sourcewell members/customers may work through their local dealer in procuring a piece of equipment under the program. Sourcewell pricing and discount off retail price will be determined based on the machine condition, age, hours and other factors, all subject to OEM inventory availability.

Please see Volvo Certified Used Guaranteed Inspection and Volvo Certified Used brochure addendums under Additional Docs folder, to see what is included.

RENT TO OWN (RPO)

As part of our Sourcewell contract, VCE is pleased to offer a "Rent to Own" option. If a Sourcewell member/customer is facing budgetary constraints or shortfalls but needs to get into a piece of equipment immediately to complete a necessary job, VCE is pleased to offer a rent to own option, through its dealerships. This gives the member the ability to get

	<p>a piece of equipment immediately, based on an agreed upon monthly rental payment and convert it to a purchase at the end of an agreed upon term (ie. 3,6, 9 or 12 months), all while locking in at current contract pricing and discounts.</p> <p>ACCESS to DEALER INVENTORY, PREVIOUS RENTAL or DEMO UNITS, or USED EQUIPMENT Additionally, in order to meet budgetary constraints of our Sourcewell members/customers, dealers may offer pieces of equipment in their inventory, or that have been in a rental or demo fleet or used equipment at a depreciated value based on any hours put on the machine. Dealers must quote units at the level of pricing at which they brought the unit in to their inventory and apply the depreciation value on the quote to customer. This gives Sourcewell members the ability to purchase at a much lower cost than the purchase of brand-new machine. This option has become quite popular among our Sourcewell customer base.</p> <p>VOLVO EXTENDED OFFER PROGRAM In 2019, VCE introduced the Extended Offer program, providing a channel for VCE dealers to purchase non-Volvo branded parts directly through the vendor. Since the launch, the number of vendors has continued to grow, offering a diverse range of products from rubber tracks to master pin pushers to shop supplies, and now also including our direct fast charging solutions for VCE's electric equipment. Extended Offer provides competitive pricing and impressive lead times that are passed on to our customers.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes - VCE's standard government warranty covers all products, parts and labor. The standard warranty shall include labor costs to accomplish the repair or replacement of the defective product or part provided that the repair or replacement was performed by an authorized VCE Dealer. Please see attached Standard Government Warranty addendum. Claims are filed electronically through servicing dealers on behalf of customers.</p> <p>VCE also provides the federally mandated emissions warranty (5 YR, 3000 HR) – see attached Federal Emission Control Warranty addendum. VCE also applies the US federal guidelines for emissions warranty in Canada.</p> <p>VCE's standard warranty for electric equipment included in the price of the machine is for 6 Years/5,000 HRs and includes coverage for batteries. See Electromobility Warranty addendum.</p> <p>VCE has an Inspection Program required with machine delivery. The "Inspection Program Delivery Instructions" is to be used for checking the machine with the customer/owner and for presenting the machine to the customer/owner at time of delivery. A Report Checklist of machine operation, safety and maintenance must be completed at time of customer delivery and the signed Delivery Instructions must be submitted as a pre-condition for a valid machine warranty. A copy of a Delivery Inspection Form can be provided upon request for every model. The warranty period commences immediately following the delivery of said product to customer/owner.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No restrictions other than those specified in the Standard Government Warranty in the attached Warranty Folder. *
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not included in the standard government warranty, however customers may purchase VCE's Extended Coverage, the majority of which opt in for travel time and mileage. *
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?	One of VCE's strengths is that our dealership network has the ability to service and provide certified technicians to perform warranty repairs to all areas of the United States and Canada, including Hawaii and Alaska. *
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?	VCE does not cover other manufacturer items. *

51	What are your proposed exchange and return programs and policies?	Through the standard warranty program, VCE may request some parts and major components be returned for further inspection on failure analysis. If under warranty, VCE pays return shipping and replacement of part/component.	*
52	Describe any service contract options for the items included in your proposal.	<p>VCE through its dealers offer Repair and Preventative Maintenance agreements along with Customer Support Agreements. https://www.volvoce.com/united-states/en-us/services/volvo-services/uptime-services/repair/</p> <p>VCE offers 4 levels of Customer Support Agreements (CSAs) to include tools and service designed to meet our customers' specific needs. With each agreement customer has access to a factory trained Volvo technician that is trained on and knows that specific machine. Customers will come to trust this person with the maintenance of their investment and how to make the best use of their equipment for the maximum efficiency. Please refer to Volvo Customer Support Agreements addendum under Warranty folder or visit: https://www.volvoce.com/united-states/en-us/services/agreements/</p> <p>Customer Support Agreements increase efficiency and maximize uptime and includes:</p> <ul style="list-style-type: none"> • Maintenance according to Volvo Service Program • Service performed by a trained Volvo Service Technician • Genuine Volvo Parts • Volvo lubricants and Volvo coolants • Service history documentation • Fixed price of preventive maintenance and flexible payment solutions • Analysis tools and services like CareTrack, Oil Analysis and MATRIS can be included. These services monitor the status of the machine, providing early indications, which can help maximize the uptime potential of the machine. 	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment under this contract is a transaction between the customer/member and the dealer. Dealers' payment terms are typically net 30, but may be extended at the discretion of the dealer. All dealers accept credit card payments	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>VCE, through its dealership network, offers its governmental and education customers the ability to finance or lease its equipment and have partnerships with NCL Government Capital and Baystone Government Finance, a division of KS State Bank.</p> <p>NCL Government Capital has its own awarded Sourcewell contract and has specialized in government leasing and financing for over 20 years and has many programs available to customize every solution to meet the needs of government agencies, including the option to finance or lease VCE's electric equipment line-up.</p> <p>KS State Bank is a full-service community bank located in Manhattan, KS. Since 1987, they have originated and successfully funded millions of dollars in municipal obligations throughout the United States.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	There are no standardized transaction forms set by VCE as all transactions (quotes, receipt of POs, invoicing, finance and leasing) are handled directly between dealer and customer/member. The only required form by VCE is the SW Quote Form/Tool – see addendum.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	All dealers accept credit card payment and set their own localized policies accordingly.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Volvo sets a nationalized government pricing and discount program in both the U.S. and Canada and offers a significant discount off list pricing by model to our government customers using Sourcewell. This discount off list applies to the machine and all standard and additional options on our price pages and Volvo attachments. To assist with best pricing on contract, VCE caps dealer margin to a certain percentage. Most importantly, VCE holds contract pricing firm for approximately one year and price protects this government pricing to the dealer/customer, regardless of delivery lead times and mid-year increases. This means the Sourcewell member is receiving best pricing throughout the course of the year into the next.</p> <p>Additionally, VCE offers to its' dealership network an additional Government Discount program allowing them to pass additional discounting on to its SW members based on regional demands, customer loyalty, and other considerations if deemed appropriate by the responding dealer.</p> <p>Please see attached Volvo CE SW 011723 Price Catalogue, bookmarked by Product Category and Model. The discount Off List price matrix is referenced on the second page. VCE's price pages begin with base list price for each model followed by all standard and additional options at list price. Sourcewell contract discount off list is applied to the machine and all VCE options/attachments and is applied to everything line itemed within the VCE price catalogue.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>General Purpose Equipment (GPE): 27.1% - 43.6%</p> <p>SDLG Wheel Loaders: 11.7%</p> <p>Electric Compact: 37%</p> <p>Road Equipment: 34.6% - 37.6%</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>VCE uses the guideline of an additional 1% discount on 2-5 units, an additional 2% on 6-10 units, an additional 3% discount on 10 units or more for government contracts.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>The ability to offer Sourced/Open Market products and services is a necessary component, in many cases, to provide a complete solution to members. Pricing for goods and services coming from other OEMs and suppliers will be negotiated at the time of quoting between the dealer and participating member. VCE's required Sourcewell Quote Form has a section devoted to Sourced/Open Market items. VCE encourages our dealers to quote fair market value with a mark-up they deem reasonable and fair to be negotiated with the participating member. Customers/Members may request a copy of other manufacturer quote/invoice from dealer at their discretion.</p>
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Pre-Delivery Inspection (PDI) costs are associated with the local dealer to provide a required comprehensive inspection and preparation of the machine once it arrives at dealer location from manufacturing plant before delivery to the customer. Parameters are defined for our dealers as to what is appropriate PDI costs. These costs are not included in machine pricing and will be provided at time of quotation and are dependent upon the complexity of the machine.</p> <p>The dealer reserves right to include additional labor or installation charges for Sourced options and attachments and/or modifications.</p> <p>Additionally, training, Extended Offer program, CSA's, trade-ins, and miscellaneous items are line itemed separately on both the quote and the invoice to customer and are not subject to the Sourcewell discount or the Sourcewell administrative fee.</p>

62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Freight from manufacturing facility/Port to the local dealer location is included in VCE list pricing. All machines are shipped from VCE to freight on board (F.O.B.) dealer location throughout U.S., Canada, Hawaii, and Alaska. List pricing for all VCE equipment includes freight from factory / port to the local dealer branch location specified.</p> <p>Freight from dealer branch to customer – charged to customer. Dealer arranges local freight to the customer location from the dealership branch on customer’s behalf, if requested. Customer is responsible for these freight costs unless otherwise negotiated with dealer.</p>	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	No difference in process to ship to these areas. In areas such as Alaska, occasionally equipment is shipped to remote areas by barge. This arrangement is worked out between dealer and customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	VCE has the ability to ship products wherever there is a dealer location throughout the U.S., Canada, Alaska, and Hawaii.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	<p>As a rule, VCE offers best pricing to government customers as a whole and stands behind best pricing offered in particular to our Sourcewell members, and other national co-op contracts, due to the following:</p> <ul style="list-style-type: none"> • VCE holds pricing firm for one year and caps dealer margin on Sourcewell contract • VCE does not extend this price protection or margin cap on municipal bids • VCE offers an additional Government Discount program allowing dealers to offer more aggressive discounts based on regional demands, customer loyalty, and volume purchases.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>VCE's Government Contract Manager has a very close collaborative working relationship with the government sales personnel at the dealership level and has put in place a very clear and detailed quote and procurement process, that all dealers are held to account to adhere to. VCE has held hundreds of in-person dealer trainings and webinars over the past two contract terms and our network in its entirety, including Canada, is now fully engaged and trained. This position works one-on-one daily with dealership government sales managers and representatives to ensure processes, procedures, and the terms and conditions of the contract are being met. The Contract Manager conducts a periodic, internal quote and order audit to ensure the process is followed. VCE reserves the right to suspend any dealer from utilizing the contract if dealers are not upholding the contract requirements.</p> <p>As stated previously, VCE has a dedicated Sourcwell Quote Tool/Form that all dealers are required to utilize to ensure contract pricing/discounts are utilized. All quotes by the VCE dealer network must be forwarded to the Government Contract Manager for contract price/discount verification and logging/filing. This position keeps a detailed log of all quoting and confirmed order activity and requires copies of customer quotes, purchase orders, and invoices to customers on file as back up of transaction and for quarterly reporting purposes. This position submits the quarterly sales report to Sourcwell and pays fees on behalf of all VCE dealers.</p> <p>Additionally, VCE has an internal order management system where dealers place orders, manage inventory, and report their retail sales. In order for dealers to receive government price protection and discounts from VCE they must mark the sale as a contract sale, this incentivizes them to report accurately. VCE's Government Contract Manager reviews this system generated report monthly as a cross-reference to ensure all contract sales are being captured and reported.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>VCE's Government Contract Manager keeps a detailed log of all contract sales activity going back to the onset of its Cooperative Purchasing program in 2011. This sales data is compared annually to overall government market share data and VCE's government market share data.</p>
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>VCE proposes a 1% administrative fee to be charged against the Sourcwell machine price. This fee will assist us in maintaining the most competitive discounting off contract, by allowing our dealerships to receive a fair margin governmentally.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>VCE is a world leading company that engineers, manufactures, markets and sells premium equipment for construction, road and related industries. Our products are leaders in many world markets and include a comprehensive range of wheel loaders, hydraulic and wheeled excavators, articulated haulers, soil, asphalt and landfill compactors, compact track and wheel loaders and speciality-built products for the demolition, waste and recycling industry segments. VCE has also launched in North America its fully electric product offering of compact wheel loaders and excavators.</p> <p>VCE does not just sell machines, it offers a wide range of aftermarket products and services that enhance the customer's experience and satisfaction, called Customer Solutions. Customer Solutions is a key contributor to VCE's Business. Customer Solutions is the part of the organization that creates products and service offerings to engage customers throughout the entire machine lifecycle. Together, VCE's products and services enhance the customers' experience and satisfaction.</p> <p>As part of our Sourcwell contract, VCE will offer its entire product offering of new equipment, along with access to parts, service, extended coverage, leasing and financing, VCE Certified Used equipment, rent to own option, dealer inventory and used equipment.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>VCE's product offering falls within the scope of this RFP and includes:</p> <p>Equipment:</p> <ul style="list-style-type: none"> • General Purpose Equipment (GPE) products: Wheel Loaders, Crawler and Wheeled Excavators, Articulated Hauler Trucks, High Reach Demolition Excavators and Landfill Compactor • Road Machinery (RM) products: Soil Compaction, Asphalt Compaction, Pneumatic Rollers • Compact (COE) products: Compact Excavators, Compact Wheel Loaders, Compact Track Loaders • eMOB Products: Full Electric Compact Wheel Loaders and Compact Excavators • VCE Attachments <p>Solutions:</p> <ul style="list-style-type: none"> • Telematics: CareTrack and ActiveCare Direct • Extended Offer Program: Access to extended offer parts and charging solutions • VCE Extended Coverage: VCE in house extended coverage plans • Customer Service Agreements • Volvo Certified Used Equipment and Dealer Owned Used Equipment

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

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

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	
72	Motor Graders	<input type="radio"/> Yes <input checked="" type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Volvo CE SW 011723 2023 Pricing Catalog.pdf - Wednesday January 04, 2023 11:20:17
- [Financial Strength and Stability](#) - Volvo Group 03 2022 Financial Review Addendum.pdf - Friday December 09, 2022 12:50:08
- [Marketing Plan/Samples](#) - Marketing Material.zip - Monday December 12, 2022 08:18:10
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranties.zip - Tuesday December 13, 2022 08:19:54
- [Standard Transaction Document Samples](#) - Sourcewell Quote Tool.pdf - Tuesday December 20, 2022 10:55:12
- [Upload Additional Document](#) - Additional Docs.zip - Wednesday January 04, 2023 11:29:33

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. - Krister Persson, Head of Finance & Commercial Management, Volvo Construction Equipment North America, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1



RFP #011723
REQUEST FOR PROPOSALS
for
Heavy Construction Equipment with Related Attachments and Technology

Proposal Due Date: January 17, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	November 15, 2022
Pre-proposal Conference:	December 6, 2022, 10:00 a.m., Central Time
Question Submission Deadline:	January 9, 2023, 4:30 p.m., Central Time
Proposal Due Date:	January 17, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	January 17, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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 facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell’s website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities’ needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Heavy Construction Equipment with Related Attachments and Technology, including, but not limited to, the following types of heavy construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Motor graders;
- c. Wheeled and tracked excavators;
- d. Bulldozers, compactors, scrapers, articulated and rigid haulers; and,
- e. Cranes.

Proposers may include related equipment, accessories, attachments, technology, and services, to the extent these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. A Proposal must include **at least one** of the following four equipment types to be considered within scope of this solicitation. For purposes of Section II. B. 2. and its subsections, the term “published” means information that is readily available within the proposer’s printed literature or website and the proposer has verified the accuracy of the information:

- a. A wheel loader with published net horsepower (HP) of at least 300 HP;
- b. A wheeled or tracked excavator with a published net horsepower of at least 150 HP;
- c. A motor grader with a published maximum operating weight of at least 30,000 lbs; or,
- d. A rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet.

3. The primary focus of this solicitation is on Heavy Construction Equipment with Related Attachments and Technology. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

4. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Equipment Rental with Related Services (RFP #062320);
- b. Forklifts and Lift Trucks with Related Services (RFP #091520);

- c. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121);
- d. Roadway Maintenance Equipment (RFP #080521);
- e. Public Utility Equipment with Related Accessories and Supplies (RFP #110421);
- f. Roadway Paving Equipment (RFP #060122);
- g. Medium Construction Equipment with Related Accessories, Attachments, and Supplies (RFP #TBD); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal. Proposers may also include used

equipment, attachments, or accessories, to the extent that the offering of used equipment, attachments, accessories, is ancillary or complementary to an offering of new, current model equipment and products.

4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$950 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.

5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment,

products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the

Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcwell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcwell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcwell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcwell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcwell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (a copy is available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell’s Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell’s notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal’s content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;

- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/15/2022

Addendum No. 1

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is a proposer required to have a CAGE or Unique Entity Identifier (SAM) code?

Answer 1:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP.

Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/15/2022, is required at the time of proposal submittal.



12/21/2022

Addendum No. 2

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of two RFPs included in the equipment, products, or services of this solicitation, RFP Subsections II. B. 4. g - h. are revised to remove the (RFP #####) placeholders, update the RFP title of RFP Subsection II. B. 4. g., and insert the actual RFP numbers, to read as follows:

* * * *

- g. Medium Duty and Compact Construction Equipment with Related Attachments (RFP #020223); and,
- h. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923).

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/21/2022, is required at the time of proposal submittal.



12/29/2022

Addendum No. 3

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What information does Sourcewell require, if any, on a quote provided by an awarded supplier to a participating entity?

Answer 1:

Refer to Section 6. A. – Orders and Payment, of the Sourcewell contract template. “...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.”

Question 2:

How does Sourcewell track what is sold on the contract for administrative fee verification from an awarded supplier?

Answer 2:

Refer to Section 8. A. – Contract Sales Activity Report, of the Sourcewell contract template. “Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract.

Refer also to Section 8. B. – Administrative Fee, of the Sourcewell contract template. “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.”

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 12/29/2022, is required at the time of proposal submittal.



01/6/2023

Addendum No. 4

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a dollar amount limit for non-contract, sourced, or open market items that can be included in a proposal? Are they also subject to the administrative fee?

Answer 1:

Sourcewell has not set a specific dollar limit for non-contract, sourced, or open market items. However, to be considered for a contract award a proposer's primary offering of equipment, products, or services must be within scope of RFP Section II. B. – Requested Equipment, Products, or Services.

Refer to RFP Section III. B. – Administrative Fees and Section 8. B. – Administrative Fee of the Sourcewell contract template for additional information regarding administrative fees. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

Question 2:

Can you elaborate more and/or give an example on what you are looking for in the question below from Table 10, Line Item 55 from the proposal questionnaire?

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.

Answer 2:

It is left to the discretion of each proposer to determine the content and format of the data and documentation that best represents their proposal. Sourcewell will consider the relevant information submitted in each proposal and apply the evaluation criteria as set forth in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/6/2023, is required at the time of proposal submittal.



01/10/2023

Addendum No. 5

Solicitation Number: RFP 011723

Solicitation Name: Heavy Construction Equipment with Related Attachments and Technology

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Regarding Line Item 17 of the proposer questionnaire, are there any specific licenses or certifications that you are looking for?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their ability to serve Sourcewell participating entities. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Regarding Line Items 24 & 25 of the proposer questionnaire, if we don't do any direct business with eligible Sourcewell participants, government, education or non-profit customers are the references required?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial viability and marketplace success. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 011723 posted to the Sourcewell Procurement Portal on 01/10/2023, is required at the time of proposal submittal.



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Contracting Opportunity

Title: Heavy Construction Equipment with Related Attachments and Technology

Agency: Sourcewell

Division: Procurement Department

Contract Number: 011723

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 11/15/2022

Due Date/Time: 01/17/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

BOMAG Americas, Inc.

Caterpillar, Inc.

CNH Industrial America, LLC

Grove U.S. LLC dba Manitowoc

Hyundai Construction Equipment Americas, Inc.

John Deere Construction Retail Sales

Komatsu America Corp.

Link Belt Cranes

Volvo Construction Equipment North America, LLC

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



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(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS AND TECHNOLOGY

Sourcewell; Bid Location Staples, MN, Todd County; Due 01/17/2023 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

11/16/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **16th** DAY OF **November, 2022**

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
HEAVY CONSTRUCTION EQUIPMENT
WITH RELATED ATTACHMENTS
AND TECHNOLOGY
Proposals due 4:30 pm,
January 17, 2023
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Nov. 16, 2022. 12173819

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12173819
Client Reference No:

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

11/17/2022, 11/24/2022

and that the fees charged are legal.
Sworn to and subscribed before on 11/24/2022

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
11/17, 11/24/22 8060849

D. Roberts

Legal Clerk

Mariah Verhagen

Notary, State of WI, County of Brown

8-25-26

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Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0098079
 Nov 15 2022

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County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

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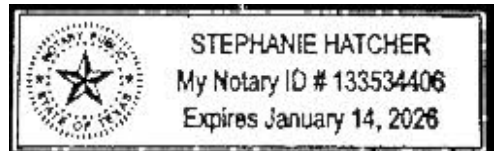
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Hammer 'almost blacks out' with 64

Adam Schupak
Golfweek | USA TODAY Network

ST. SIMONS ISLAND, Ga. — After making his first cut on the PGA Tour as a professional last week in Houston, Cole Hammer is taking advantage of a sponsor's exemption into the RSM Classic, grabbing the first-round lead by carding nine birdies for a career-low 8-under 64 at the Plantation Course at Sea Island Resort.



Hammer

"I almost blacked out there for a little bit," Hammer said Thursday. "It went by in a heartbeat, but at the same time was a long day."

And an unseasonably cold one at that. The temperature at the seaside course barely broke 50 degrees. Having previously played in the Jones Cup, an amateur tournament held at nearby Ocean Forest, Hammer had experienced the wind whipping off the water in these parts and bundled up in four layers and a beanie.

"When I played the Jones Cup, it was 35 degrees, blowing 30 and raining so I told myself I'll never play in weather like that again," he said. "I was ready for it."

What Hammer wasn't ready for was six consecutive missed cuts to start his pro career, an unexpectedly sharp learning curve after a decorated amateur career topped off by leading Texas to a national championship in June.

"It was a really dark period and I didn't know what was going on," he said. "I just was putting so much pressure on myself early in the tournament that I'd get behind the 8-ball."

After missing the cut at the Wyndham Championship in August, he did a deep dive on his swing with instructor Bruce Davidson and is starting to see the fruits of their labor. Ten days ago, he narrowly missed securing guaranteed starts at the final stage of Korn Ferry

Tour Q-School and then opened with a 74 in the opening round of the Cadence Houston Open.

"As soon as I made a bogey, I felt like the world was ending," he explained. "In Houston I just relaxed, took a deep breath and I made some bogeys. I basically just told myself that I can come back and nobody plays perfect golf and that's what I was trying to do."

Hammer shot 65 in the second round to make the cut and finished T-27. It gave him a jolt of confidence, especially when he found out after his final round that he had secured a sponsor invite into the RSM Classic.

"I was batting zero on the PGA Tour. I needed to get that monkey off my back," he said. "To do that in my hometown event in Houston was huge for me."

Hammer noted that he didn't sleep well Wednesday night and started his round with low expectations. "I hit my best drive of the day on No. 1, my 10th hole, and that swing gave me some confidence going into the back nine. I hit a wedge to like 2 feet and knocked that in," Hammer said.

That was his fifth birdie of the day and before long he looked up and spied his last name atop the leaderboard. "I saw some cameras show up, I knew I was doing something right," he said.

Hammer's opening-round 64 was a stroke better than rookie Ben Griffin, who also played the Plantation Course. England's Callum Tarren, who said the weather reminded him a little too much of home, and Beau Hossler tied for the low round of the day at the Seaside Course with 6-under 64s.

Hossler, a 27-year-old Texas grad who is still seeking his first victory on the PGA Tour, said he could relate to Hammer's slow start in the pro ranks: "I think there's a learning curve and once he gets comfortable at this level, just like I did, I think you start to say I can compete with these guys."

With so much on line, Ko opens with 65 in CME

Beth Ann Nichols
Golfweek | USA TODAY Network

NAPLES, Fla. — Lydia Ko made bogey on the opening par 5 at Tiburon Golf Club to begin the CME Group Tour Championship, but that did nothing to foreshadow the rest of the day.

Ko, leader of the Rolex Player of the Year race and Vare Trophy, paces the field after a 7-under 65 Thursday. The 25-year-old Kiwi holds the course record at Tiburon, 62, and won this tournament in 2014. She recorded eight birdies and shot 31 on the back nine.

"The first four holes into the wind is a beast," said Ko. "It's a beast without the wind. So I knew that if I could just hang on and just stay patient, there was going to be a lot of opportunities, and I was able to grab a lot of them in the back nine. So definitely nice to finish off that way."

An 18-time winner on the LPGA, Ko last won the LPGA Player of the Year in 2015. She leads Minjee Lee by one point in the POY race. Lee opened with a 71 and is tied for 23rd. Players must finish in the top 10 to earn points.

Nelly Korda, winner of last week-end's Pelican Ladies Championship and current No. 1, made a 20-footer for bogey on the second hole that felt like a birdie. She opened with a 4-under 68 with dropped shots, hitting all 14 fairways. "It was kind of sporadically windy," said Korda, "but then I guess once I got over a couple of my shots the winds died, so those were my like two mistakes."

Brooke Henderson withdrew from last week's Pelican event with an injury to her upper back and said that she wasn't even sure if she could tee it up this week. The Canadian lives part time here in Naples and felt well enough on Thursday to shoot 68. Henderson, a two-time winner this year, said she made some adjustments to her swing to be able to play.



Lydia Ko took the first-round CME Group Tour Championship lead with a 65 Thursday. LYNNE SLADKY/AP

Danielle Kang spent four days with Butch Harmon last week in Las Vegas and felt good about swing changes they're making coming into the week, jotting notes down on her glove. Kang spent a month in South Korea with In-bee Park, where she tied for 10th at the BMW Ladies Championship.

Kang, who revealed over the summer that she has a tumor on her spine, lost in a playoff at the Walmart NW Arkansas Championship to Atthaya Thititkul and tied for third at the LPGA Mediheal, after returning to competition after a months-long break.

"I really wish at one point we can just get to a point where I don't want to be associated with so much health things as I'm here, I'm standing in front of you guys, I'm playing golf," said Kang.

"Body and being physically in the top best shape is something we're always going to be thinking about as athletes. So the way I warm up, the way I have to approach certain type of things, is — there has been obstacles that's been set in front of me, but that's kind of part of life, right? Nothing is going to be fluid."

MLB UNANIMOUS CY YOUNG WINNERS

Verlander wins for third time at 39

At 39 and in his first season back from Tommy John surgery, Justin Verlander returned to the Houston Astros and completed one of the finest seasons of his 17-year MLB career, which earned him his third Cy Young Award.

The right-hander was unanimously voted the American League winner Wednesday by the Baseball Writers' Association of America.

Chicago White Sox right-hander Dylan Cease (14-8, 2.20 ERA) finished second in the voting and Toronto Blue Jays right-hander Alek Manoah (16-7, 2.24 ERA) finished third; both were named



Verlander

on all 30 ballots.

Verlander is the 11th pitcher to win three or more Cy Young Awards, also earning the honors in 2011 and 2019. Roger Clemens won a record seven.

Verlander had pitched just six innings since 2019 but dominated his opponents over 175 innings in 2022. He produced a 1.75 ERA, the lowest by an AL pitcher in a full season since Hall of Famer Pedro Martinez in 2000.

The future Hall of Famer and nine-time All-Star also led the AL in wins (18), WHIP (0.83), opponent batting average

(.186) and hits per nine innings (5.97). In 12 starts following a Houston loss, he went 9-0 with a 1.11 ERA.

Verlander's 220 adjusted ERA and 0.829 WHIP also ranked best in the majors.

Alcantara also Marlins' 1st-timer

Sandy Alcantara was named the National League Cy Young Award winner Wednesday, becoming the first pitcher in Miami Marlins franchise history to earn the honor and the third winner hailing from the Dominican Republic.

Alcantara went 14-9 with a 2.28 ERA in 32 starts, topping the majors with six

complete games and 228 ⅓ innings pitched. The workhorse right-hander received all 30 first-place votes in BBWAA balloting conducted at the end of the regular season.

Alcantara, 27, was an All-Star for the second time in his career and had a sub-2.00 ERA as late as Aug 21. His 8.0 bWAR was the majors' best, and he became the first pitcher since 2016 to throw at least six complete games. In fact, no other team in baseball had more than five in 2022.

Left-handers Max Fried of the Atlanta Braves and Julio Urias of the Los Angeles Dodgers finished second and third.

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NOTICES

PUBLIC NOTICE

Choice Partners, is a national cooperative that will be accepting proposals in response to the following Request for Proposals (RFP). Interested proposers may go to www.choicepartners.org and register to download the solicitation or call 713.696.1337.

RFP 23/017KN
Office Supplies & Related Items. All Proposals must be received by Tuesday, December 20, 2022 @ 2:00 pm central time via the HCDE online eBid System at the following link: <https://hcdebid.ionwave.net>.

Let it be known, an unrebutted ecclesiastic agreement with witnesses' has been reached between minister Diane-Marie and the private men, Richard-Michael: DeWine, Thomas-A.: Aigler, David-J.: Claus, Eric: Smith, Marc-A.: Linder, Christopher-J.: Hilton, Kevin: Karn, Evan: Ely. The full text of the agreement may be seen at www.thewaythetruthandthelifeofjesus.blogspot.com and www.allcreatorsgifts.blogspot.com

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Request for Proposal # 23-13P
1GPA will receive responses electronically via OpenGov Procurement at: <https://procurement.opengov.com/portal/1GPA> Until December 15, 2022 @ 11:00 AM Arizona Time Electronic sealed responses are required and will be publicly opened through Zoom immediately following the deadline for receiving responses. See the solicitation for more information. Solicitations may be downloaded online at the link above. For additional information please contact **Rebecca Seifert at 866-306-3893 or rseifert@1gpa.org**

Request for Proposal (RFP)
E&I Cooperative Services, Inc. invites the submission of sealed proposals for:
EI00186-2022RFP for Learning Management Systems
Proposals are due by **1:00 PM ET on Monday, January 9, 2023.**

Respondents must submit their RFP response using E&I's Electronic Sourcing Solution which is accessible via <https://www.eandi.org/contract-finder/rfp-development/>. E&I does not accept hard copy submissions or submissions through any other medium other than its Electronic Sourcing Solution.

E&I is committed to developing mutually advantageous business relationships with minority, women, disabled, veteran, and service-disabled veteran-owned businesses.

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Heavy Construction Equipment with Related Attachments and Technology** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

CHANGE OF NAME

Change Of Name
I, Harsh Saraiya s/o Pankaj Saraiya, r/o San Francisco, CA shall be known as Harsh Saraiya-Tran for all future purposes.

ANNOUNCEMENTS

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✓ MEDICAL DEBT
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THE CALL IS FREE.

MARKETPLACE

BOOKS / PUBLICATIONS

A Garden Observed: Cultivating A Life
by Melanie Boyer
Enchanting 220 page coffee-table devotional filled with garden photography Available on Amazon

HEALTH/FITNESS

ATTENTION

If you've had Hernia Surgery and have experienced any **COMPLICATIONS** you may be entitled to **SIGNIFICANT CASH COMPENSATION.**
CALL THE HERNIA MESH HELPLINE NOW AT **800-478-7176**

HEALTH/FITNESS

TALCUM POWDER SETTLEMENT

If you or a loved one has been diagnosed with ovarian cancer after using talcum based products you may be entitled to significant compensation
800-208-3526

AUCTIONS

US Treasury Dept. Auctions
Seized, Forfeited & Abandoned Assets
Real Estate • Boats • Planes • Designer Goods
Jewelry • Watches • Gold • Electronics & More!
No Buyer's Premiums Charged
cwsmarketing.com
855-463-3183
CWSAMS

Opportunity Notice
Heavy Construction Equipment with Related Attachments and Technology

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Opportunity Information

Organization: Canoe Procurement Group of Canada
Organization Address:
Reference Number: AB-2022-06557
Solicitation Number: AB-2022-06557
Solicitation Type: Request for Proposal
Posting (MM/dd/yyyy): 11/17/2022
 04:30:00 PM Alberta Time
Closing (MM/dd/yyyy): 01/17/2023
 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy): 11/17/2022
 04:15:53 PM Alberta Time
Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity: Open
Region of Delivery: Alberta
Opportunity Type: Open & Competitive
Commodity Codes:
 N3815: Crane and Crane-Shovel Attachments
 N3805C: Excavator, Hydraulic, Truck Mounted
 N3805FC: Loaders, Scoop Type, Wheeled 4X4, One Cubic Yard or Less
 N3805FB: Loaders, Scoop Type, Wheeled 4X4, One Cubic Yard or Larger
 N3810: Cranes and Crane-Shovels
 N3805: Earthmoving and Excavating Equipment
 N3805K: Earth and Rock Hauling Trucks and Trailers
 N3805D: Graders, Road, Motorized
 N3805B: Excavator, Hydraulic, Crawler Mounted

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://portal.sourcewell-mn.gov>

Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://portal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSF, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology with to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Bid RFP #011723 - Heavy Construction Equipment with Related Attachments and Technology

Bid Type RFP
Bid Number 011723
Title Heavy Construction Equipment with Related Attachments and Technology
Expected Start Date Nov 15, 2022 12:00:00 AM CST
Expected End Date Jan 17, 2023 4:30:00 PM CST
Agency Sourcewell
Bid Contact Chris Robinson
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Questions
 0 Questions
 0 Unanswered
[\[View Questions\]](#)
Edit Bid
[\[Edit\]](#)

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date Dec 6, 2022 10:00:00 AM CST
Location Online Conference
Notes Login information will be emailed two business days prior to the event.

Documents




No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

<p>Bid Classification: Bid Type: Bid Number: Bid Name: Bid Status: Bid Closing Date: Question Deadline: Electronic Auctions: Language for Bid Submissions: Submission Type: Submission Address: Public Opening: Description:</p>	<p>Goods RFP - General RFP 011723 Heavy Construction Equipment with Related Attachments and Technology Open Tue Jan 17, 2023 4:30:00 PM (CST) Mon Jan 9, 2023 4:30:00 PM (CST) Not Applicable English unless specified in the bid document Online Submissions Only Online Submissions Only No Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.</p>
<p>Bid Document Access:</p>	<p>Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p>
<p>Categories:</p>	<p>Show Categories [+]</p>





 Submit a Question
 Register for this Bid
 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Tuesday December 6, 2022 10:00 AM (CST)	No	

Documents

File Name	Pages	
RFP_011723_Heavy_Construction_Equipment Monday November 14, 2022 12:27 PM	13	
RFP_011723_Heavy_Construction_Equipment_Contract_Template Monday November 14, 2022 12:28 PM	18	
RFP_011723_Heavy_Construction_Equipment_Login_Instructions Friday December 2, 2022 09:29 AM	1	
RFP_011723_Heavy_Construction_Equipment_Login_Instructions_Updated_120722 Wednesday December 7, 2022 03:10 PM	--	

Addenda

File Name	Pages	
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thursday December 15, 2022 09:27 AM	1	



Register

View Edit Delete Revisions

OPEN

Heavy Construction Equipment with Related Attachments and Technology

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
December 6, 2022 at 10:00 am CST

Proposals Due:
January 17, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



Bidding

Type 1 Bid Notice Only

Publish

Bid Announcements

Doc. Taker's List

Publish /Verify Contents

Save as Template

Solicitation Setting

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No
✓ Enable Collaboration with other Users	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	011723
Solicitation Name	Heavy Construction Equipment with Related Attachments and Technology	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name 011723 Heavy Construction Equipment

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	11/15/2022	Closing Date & Time	01/17/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial

Heavy Equipment/ Vehicles Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview



Heavy Construction Equipment with Related Attachments and Technology

011723

Closing Date: 01/17/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD)	\$3,800,000,000.00 (Not shown to suppliers)
Reference Number	0000236008
Issuing Organization	Sourcewell
Owner Organization	
Solicitation Type	RFP - Request for Proposal (Formal)
Solicitation Number	011723
Title	Heavy Construction Equipment with Related Attachments and Technology
Source ID	PP.CO.USA.868485.C88455

Details

Location	All of Canada, All of Canada
Purchase Type	Duration:4 years
Description	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication	2022/11/15 09:26:17 AM EST
Question Acceptance Deadline	2023/01/09 05:30:00 PM EST
Questions are submitted online	No
Bid Intent	Not Available
Closing Date	2023/01/17 05:30:00 PM EST

Prebid Conference	2022/12/06 01:00:00 AM EST
--------------------------	----------------------------

Contact Information

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type	Prebid Conference
Attendance	Recommended
Event date	2022/12/06 01:00:00 AM EST
Location	Online Conference
Event Note	Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type	Electronic Bid Submission
Pricing	In attached document
Pricing	In attached document
Bid Documents List	

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment
MERX Category (1)	
G	Goods Goods
G28	Special Purpose Vehicles Special Purpose Vehicles
UNSPSC Categories (4)	
22000000	Building and Construction Machinery and Accessories
22100000	Heavy construction machinery and equipment
22101500	Earth moving machinery
22101700	Heavy equipment components
22101900	Building construction machinery and accessories
22102000	Building demolition machinery and equipment



Proposal Opening Record

Date of opening: January 17, 2023

Sourcewell posted Request for Proposal #011723, for the procurement of Heavy Construction Equipment with Related Attachments and Technology, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, November 15, 2022, and the solicitation remained in an open status within the portal until January 17, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 17, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #011723 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Caterpillar, Inc. - Submitted 1/17/23 at 4:10:22 PM
CNH Industrial America, LLC - Submitted 1/17/23 at 12:55:10 PM
Doosan Infracore North America - Submitted 1/17/23 at 10:42:22 AM
Gradall Industries, Inc. - Submitted 1/12/23 at 8:01:35 PM
Grove U.S., LLC dba Manitowoc - Submitted 1/16/23 at 10:51:24 AM
Hitachi Construction Machinery America's, Inc. - Submitted 1/17/23 at 11:11:54 AM
Hi-Vac Corporation - Submitted 1/16/23 at 4:23:39 PM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/15/23 at 10:14:34 AM
John Deere Shared Services, LLC - Submitted 1/12/23 at 2:48:05 PM
Kobelco Construction Machinery U.S.A. - Submitted 1/17/23 at 11:06:30 AM
Komatsu America Corp. - Submitted 1/17/23 at 12:43:04 PM
LBX Company, LLC - Submitted 1/16/23 at 8:44:10 AM
Liebherr USA, Co. - Submitted 1/17/23 at 11:53:35 AM
Link-Belt Cranes - Submitted 1/16/23 at 2:39:01 PM
LiuGong Construction Machinery North America, LLC - Submitted 1/17/23 at 1:47:35 PM
MAZIO ATTACHMENTS, LLC - Submitted 1/17/23 at 3:41:06 PM
SANY America, Inc. - Submitted 1/17/23 at 3:57:09 PM
Volvo Construction Equipment North America - Submitted 1/10/23 at 9:00:46 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on January 17, 2023, at 4:31:28 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...

Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation Heavy Construction Equipment with Related Attachments and Technology RFP #011723

Possible Points		Caterpillar, Inc.	CNH Industrial America, LLC	Doosan Infracore North America	Gradall Industries, Inc.	Grove U.S., LLC	Hitachi Construction Machinery America's, Inc.	Hi-Vac Corporation	Hyundai Construction Equipment Americas, Inc.	John Deere Shared Services, LLC
Conformance to RFP Requirements	50	44	40	39	43	36	40	39	40	41
Pricing	400	329	338	316	333	278	333	319	333	339
Financial Viability and Marketplace Success	75	67	65	62	63	59	60	61	62	62
Ability to Sell and Deliver Service	100	90	82	78	80	79	79	75	78	87
Marketing Plan	50	43	41	40	40	38	40	39	41	41
Value Added Attributes	75	66	64	61	58	58	61	55	58	64
Warranty	50	44	41	40	41	41	44	40	42	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	167	162	154	139	161	140	162	171
Total Points	1,000	857	838	798	812	728	818	768	816	846
Rank Order		1	4	14	11	16	9	15	10	3

Possible Points		Kobelco Construction Machinery, USA	Komatsu America Corp.	LBX Company, LLC	Liebherr USA Co.	Link-Belt Cranes	LiuGong Construction Machinery North America, LLC	MAZIO ATTACHMENTS, LLC	SANY America	Volvo Construction Equipment North America
Conformance to RFP Requirements	50	43	43	36	38	41	42	41	44	
Pricing	400	348	343	265	336	329	340	329	334	
Financial Viability and Marketplace Success	75	62	63	55	57	62	55	59	64	
Ability to Sell and Deliver Service	100	80	83	73	75	81	80	79	85	
Marketing Plan	50	41	43	35	37	41	41	42	43	
Value Added Attributes	75	65	63	56	58	60	60	60	64	
Warranty	50	42	43	40	43	41	44	42	44	
Depth and Breadth of Offered Equipment, Products, or Services	200	154	166	146	165	154	158	168	159	
Total Points	1,000	835	847	706	809	809	820	820	837	
Rank Order		6	2	17	12.5	12.5	7.5	7.5	5	

DocuSigned by:
James Voelker
15F6CCFFA61E4A0...
James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Michael Muñoz
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

DocuSigned by:
Bill Davison
679614F597034BA...
Bill Davison, CPPO, NIGP-CPP, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #011723
Entitled

Heavy Construction Equipment with Related Attachments and Technology

The following advertisement was placed November 15, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, and PublicPurchase.com, November 16, 2022 in Oregon's *Daily Journal of Commerce*, and on November 17 and November 24, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Heavy Construction Equipment with Related Attachments and Technology to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 17, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

Best Equipment, Inc.	Komatsu America Corp.
Calder Brothers Corporation	LBX Company, LLC
Caterpillar, Inc.	Liebherr USA, Co.
Century Propeller	Link-Belt Cranes
Clark Equipment Company	LiuGong Construction Machinery North America, LLC
CNH Industrial America, LLC	MAZIO ATTACHMENTS, LLC
Construction Industry Center	Noregon Systems
Craig Manufacturing, Ltd.	Norlift, Inc.
Crane Works, Inc.	NPK Construction Equipment, Inc.
Doosan Infracore North America	PAPE MACHINERY
EASTERN EQUIPMENT SERVICES, LLC	Prime Vendor, Inc.

Falcon Equipment Holdings, LLC	ProCon, LLC
Federal Contracts Corp.	Pure Air Wellness, LLC
Gradall Industries, Inc.	PWXPress
Grove U.S., LLC dba Manitowoc	Quantum International Services, Ltd.
Hi-Vac Corporation	Regina Construction Association
Hitachi Construction Machinery America's, Inc.	SANY America, Inc.
Humdinger Equipment, Ltd.	SEGO Industries
Hyundai Construction Equipment Americas, Inc.	Sled Consulting, LLC
INTEGRITY EXPRESS LOGISTICS	UNITED RENTALS (NORTH AMERICA), INC.
John Deere Shared Services, LLC	Vans Equipment Co.
JRET CO. CORPORATION	Volvo Construction Equipment North America
Kobelco Construction Machinery U.S.A.	XCMG NORTH AMERICA CORPORATION

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 17, 2023 at 4:31:28 pm CT. Proposals were received from the following:

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 Grove U.S., LLC dba Manitowoc
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 Hi-Vac Corporation
 Hyundai Construction Equipment Americas, Inc.
 John Deere Shared Services, LLC
 Kobelco Construction Machinery U.S.A.
 Komatsu America Corp.
 LBX Company, LLC
 Liebherr USA, Co.
 Link-Belt Cranes
 LiuGong Construction Machinery North America, LLC
 MAZIO ATTACHMENTS, LLC
 SANY America, Inc.
 Volvo Construction Equipment North America

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Lead Analyst
 Carol Jackson, Procurement Analyst
 Michael Muñoz, CPPB, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from MAZIO ATTACHMENTS, LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Caterpillar, Inc. manufactures an extensive line of heavy construction equipment, attachments, and services. Their sales and service forces, and large dealer network are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

CNH Industrial America, LLC provides a strong offering of loaders, motor graders, excavators, bulldozers, attachments, and technology. Their dealer network is strategically located across North America and is ready to serve Sourcewell participating entities in the United States and Canada. CNH Industrial America, LLC is also dedicated to their Clean Energy Leader® strategy which promotes the use of renewable fuels, systems to reduce emissions, technological tools, and sustainable agricultural practices. They are offering Sourcewell participating entities significant pricing discounts.

Gradall Industries, Inc. manufactures excavators for heavy construction use in a variety of models and configurations. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hitachi Construction Machinery America's, Inc. offers a full range of compact, mid-size, and large wheel loaders, excavators, attachments, and technology. Their dealer network is ready to serve Sourcewell participating entities in the United States and Canada. Hitachi's Consite telematics program allows tracking ability of fuel efficiency, machine location, and service alerts. They are offering Sourcewell participating entities generous pricing discounts.

Hyundai Construction Equipment Americas, Inc. provides excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, articulated dump trucks, and track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 85 dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities in the United States and Canada. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

John Deere Shared Services, LLC is offering a comprehensive solution of construction equipment including, but not limited to backhoes, crawler, tractor and wheel loaders, dozers, excavators, motor graders, and skid steers. Their WorkSight suite of technologies provides features including JDLINK Telematics, machine health prognostics, remote diagnostics and programming, payload weighing, and grade control. John Deere's extensive dealer network of nearly 1,500 locations in the United States and Canada stands ready to support Sourcewell participating entities. Their pricing proposal offers Sourcewell participating entities a significant discount from list prices.

Kobelco Construction Machinery U.S.A. supplies tracked excavators and crawler cranes in a wide variety of classes and capacities. Their dealer network composed of 163 locations is ready to serve Sourcewell participating entities in the United States and Canada. Kobelco's exclusive Integrated Noise and Dust Reduction (iNDR) system is also

available on their short radius excavators. They are offering Sourcewell participating entities competitive pricing discounts.

Komatsu America Corp. provides a substantial selection of wheel loaders, motor graders, tracked excavators, crawler dozers, articulated trucks, attachments, and technology solutions. Their dealer network of 263 locations can serve Sourcewell participating entities across the United States and Canada. Komatsu also offers their Komatsu Care program standard on Tier 4 Final machines that offers complimentary maintenance for 3 years or 2000 hours. Their pricing proposal includes generous discounts for Sourcewell participating entities.

Liebherr USA, Co. provides a strong offering of wheeled and tracked loaders, excavators, bulldozers, articulated dump trucks, attachments, and technologies. Their sales team and dealer network are ready to serve Sourcewell participating entities in the continental United States. Liebherr backs their equipment with a 60 month or 3000-hour standard warranty. They are offering Sourcewell participating entities substantial discounts from MSRP.

Link-Belt Cranes manufactures a wide selection of all-terrain, rough-terrain, telescopic crawler, lattice crawler, and telescopic truck cranes along with attachments and technology offerings. Their dealer network of 30 distributors is ready to serve Sourcewell participating entities throughout the United States and Canada. Link-Belt's included 3D Lift Planning allows users to create, save, view, and print three-dimensional lift plans from anywhere they have an internet connection. They are offering Sourcewell participating entities competitive pricing discounts.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

SANY America, Inc. provides a large selection of wheeled and backhoe loaders, motor graders, tracked excavators, soil compactors, rough terrain and crawler cranes, attachments, and technology options. Their dealer network consisting of 91 locations is prepared to serve Sourcewell participating entities in the United States and Canada. SANY is a leader in advanced manufacturing and has two Lighthouse Factories designated by the World Economic Forum Global Lighthouse Network. They are offering Sourcewell participating entities generous pricing discounts.

Volvo Construction Equipment North America's catalog includes an extensive array of construction equipment including wheel loaders, excavators, haulers, compactors, pavers, skid steers, and compact track loaders. Volvo Co-Pilot offers a fully integrated and supported touch screen machine indication system to monitor machine and operator performance. Volvo's large dealer network is ready to serve Sourcewell participating entities throughout the United States and Canada. Their pricing proposal offers a solid discount from MSRP.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #011723 to:

Caterpillar, Inc.	#011723-CAT
CNH Industrial America, LLC	#011723-CNH
Gradall Industries, Inc.	#011723-GRD
Hitachi Construction Machinery America's, Inc.	#011723-HTI
Hyundai Construction Equipment Americas, Inc.	#011723-HCE
John Deere Shared Services, LLC	#011723-JDC
Kobelco Construction Machinery U.S.A.	#011723-KBL

Komatsu America Corp.	#011723-KOM
Liebherr USA, Co.	#011723-LEB
Link-Belt Cranes	#011723-LIN
LiuGong Construction Machinery North America, LLC	#011723-LIU
SANY America, Inc.	#011723-SNY
Volvo Construction Equipment North America	#011723-VCE

The preceding recommendations were approved on February 23, 2023.

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
Michael Muñoz
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Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Bill Davison
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

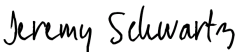
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #011723 for Heavy Construction Equipment with Related Attachments and Technology**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Veronen moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

10/18/2022

Resolution No. 2022_28

WHEREAS, Sourcewell desires to issue a solicitation and is seeking permission from the Board to issue a solicitation for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Barrows and the following voted in favor: (list names here)

 Zylka, Veronen, Thiel, Thomas, Barrows, Kircher

and the following voted against: (list names here or “NONE”)

 None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Sara Nagel
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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - October 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Unmanned and Remotely-Operated Vehicle Systems with Related Technology and Services		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Indefinite Delivery Indefinite Quantity Construction - Illinois		
	Heavy Construction Equipment with Related Attachments and Technology		
NEW CONTRACTS			
Supplier Name			
Contract Number			
Solicitation Title			
CenturyLink Communications dba Lumen Technologies Group	072822-LUM	"Communications Technology Consulting Services"	
Ross & Baruzzini, Inc.	072822-RBZ	"Communications Technology Consulting Services"	
Ten4 Mobility, LLC dba OpDecision	072822-TN4	"Communications Technology Consulting Services"	
Safeware, Inc.	080922-SAF	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"	
W.W. Grainger, Inc.	080922-WWG	"Public Safety and Emergency Management Equipment, Tool, and Supply Catalog Solutions"	
CONTRACT EXTENSIONS			
Supplier Name			
Contract Number			
Solicitation Title			
Ennis Flint, Inc.	062817-EPI	"Airport Consumable Products with Related Supplies and Services"	
Hi-Lite Airfield Serices, LLC	062817-HLA	"Airport Consumable Products with Related Supplies and Services"	
New Deal Deicing	062817-NDD	"Airport Consumable Products with Related Supplies and Services"	
Epoke North America, Inc.	080818-EPK	"Snow and Ice Handling Equipment, Supplies and Accessories"	
NEW IDIQ CONTRACTS			
Company Name			
Contract Number			
State - Region - Type of Work			
NONE			
IDIQ Contract Extensions			
Company Name			
Contract Number			
Happel & Associates, Inc.	CO-NE-GC03-090920-HAI		
RoofConnect Logistics, Inc.	CO-SE-RW01-090920-RCL		
RoofConnect Logistics, Inc.	CO-SW-RW01-090920-RCL		
Happel & Associates, Inc.	CO-NW-GC02-090920-HAI		
Happel & Associates, Inc.	CO-SE-GC02-090920-HAI		
Sunland Asphalt, Inc.	CO-SW-PAV02-090920-SAC		
Facilities Contracting, Inc.	CO-NE-GC04-090920-FCI		
Sunland Asphalt, Inc.	CO-NE-PAV01-090920-SAC		
ATI Restoration, LLC	CO-NE-GC05-090920-ATI		
RoofConnect Logistics, Inc.	CO-NE-RW01-090920-RCL		
Z-Craft, Ltd.	CO-SE-RW02-090920-ZCR		
PaveConnect Logistics, LLC	CO-SW-PAV01-090920-PCL		
PaveConnect Logistics, LLC	CO-NE-PAV02-090920-PCL		
PaveConnect Logistics, LLC	CO-SE-PAV01-090920-PCL		
JOC Construction	CO-SE-GC01-090920-LRI		
Happel & Associates, Inc.	CO-SW-GC02-090920-HAI		
Sunland Asphalt, Inc.	CO-SE-PAV02-090920-SAC		
PaveConnect Logistics, LLC	CO-NW-PAV01-090920-PCL		
Z-Craft, Ltd.	CO-SW-RW02-090920-ZCR		
JOC Construction	CO-SW-GC01-090920-LRI		
JOC Construction	CO-NW-GC01-090920-LRI		
RoofConnect Logistics, Inc.	CO-NW-RW01-090920-RCL		
JOC Construction	CO-NE-GC01-090920-LRI		
Sunland Asphalt, Inc.	CO-NW-PAV02-090920-SAC		

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell’s cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members’ legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Alternative Student/Client Transportation Solutions		
CONSENT AGENDA ITEMS	Requesting Board permission to Re-Solicit the following categories:		
	Fabric Structures with Related Materials and Services		
	Refuse Collection Vehicles with Related Equipment, Accessories, and Services		
	Indefinite Delivery Indefinite Quantity Construction - Kansas		
NEW CONTRACTS			
Supplier Name	Contract Number	Solicitation Title	
Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"	
CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"	
Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"	
Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"	
Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"	
Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"	
John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"	
Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"	
Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"	
Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"	
Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"	
LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"	
SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"	
Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"	
Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	
Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	
Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	
Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	
Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"	

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	