

**Solicitation Number: 011723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Link Belt Cranes, 2651 Palumbo Drive, Lexington, KY 40509 (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.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Supplier Development Administrator. This approved form is available from the assigned Sourcwell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

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

Sourcewell

Link Belt Cranes

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
4/4/2023 | 2:25 PM CDT
Date: _____

DocuSigned by:
Patrick K. Collins
By: 471951F3BB96466...
Patrick K. Collins
Title: Director Product Marketing
4/4/2023 | 12:57 PM PDT
Date: _____

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
4/4/2023 | 3:00 PM CDT
Date: _____

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Link-Belt Cranes
Address: 2651 Palumbo Drive
LEXINGTON, KY 40509
Contact: Pat Collins
Email: pcollins@linkbelt.com
Phone: 859-264-6260
HST#: 61-1351383

Submission Details

Created On: Wednesday December 14, 2022 14:11:00
Submitted On: Monday January 16, 2023 14:39:01
Submitted By: Betty Hussain
Email: bhussain@linkbelt.com
Transaction #: 5ce59d02-4e8e-4a4b-980e-427902a7b605
Submitter's IP Address: 65.163.62.2

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")	Link Belt Cranes
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A-No Subsidiaries
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A No subsidiaries
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 2Y614
5	Proposer Physical Address:	Link-Belt 2651 Palumbo Drive Lexington Kentucky 40509
6	Proposer website address (or addresses):	www.linkbelt.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Patrick K. Collins Director Product Marketing 2651 Palumbo Drive Lexington Kentucky 40509 PCOLLINS@LINKBELT.COM 859-264-6260
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patrick K Collins Director Product Marketing 2651 Palumbo Drive Lexington Kentucky 40509 PCOLLINS@LINKBELT.COM 859-264-6260
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gary Lane Link-Belt North American Sales Manager 2651 Palumbo Drive Lexington Kentucky 40509 GLANE@LINKBELT.COM 859-264-6115

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.	Link Belt was founded in the United States of America in 1875 with a patented for an "improvement in drive chain". This invention timed with the post-civil war Industrial Revolution, placed Link Belt at the forefront of the power transmission industry, providing engineering & power transmission for factories throughout North America. To power these same plants required large amounts of coal, Link Belt designed a steam powered wide gauge rail crane in 1890 to handle coal (and other material handling needs). Over the next 75 years (as the nation's economy thrived) Link Belt expanded as a crane company. This included a marketing agreement with Sumitomo Heavy Industries (1963) that allowed Sumitomo to build the Link-Belt Crane Product in Japan for the far east markets. In 1967 Link Belt Company was purchased by FMC Corporation. FMC then launched a long term capitol investment in Link Belt that saw the product line rapidly expand with tremendous growth through the 70's and early 80's. With the economic downturn of the mid-80's FMC sold Link Belt in 1986 to its long time partner "Sumitomo Heavy Industries". Under Sumitomo ownership Link Belt has expanded both in physical manufacturing space as well as technology advancements resulting in product line, and sales dollars growth. In 2000 Sumitomo formed a separate company for the excavator segment, allowing them to continue to use the "Link Belt" name in product only, company name for the excavator business is actually "LBX". For purpose of clarification- the excavator business is no part whatsoever of the Link Belt Crane Company. Today Link Belt Cranes is a thriving, industry leading (profitable) business in North America and is viewed by most large national crane buyers and users as one (if not thee) most stable, rock solid leading crane companies in the western hemisphere. Link Belt Cranes operates on the principals of Q.C.D.E. = Quality, Cost, Delivery & Environment. Link-Belt operates with a strong sense of financial responsibility, creating financial strength and very low debt. Our ownership does not make decisions based on short term gains (often the cases to please/satisfy Wall Street investors, but rather think in terms of "Decades". (Marketing Plan/Samples Attachment Executive Organizational Chart 2.10A)	*
11	What are your company's expectations in the event of an award?	Link Belt near term expectations from Sourcwell affiliation would be based on our current / actual Sourcwell crane backlog for 2023 (5- Sourcwell sold units to deliver in 2023 @ approximate value of \$5 Million Dollars). Link Belts first 3 years as a Soucewell (2019/ 2020/ 2021) vendor, netted no sales, despite full effort and promotion & education efforts (Pandemic major setback March 2020 - spring 2022).We will simply continue to increase awareness and promote our successes (best results). Long term expectations would see year over year growth beyond 2023 to be proportional to market growth - 10-15% minimum. Put another way, minimum of one additional unit over previous year, each year, capping at perhaps 6-8 un its per year \$6-8 million). Link Belt operates under the guidance of of sales successes proportional to degree of effort / execution and completeness of our sales/marketing plan.	*
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.	(Financial Strength & Stability Attachment # 2-12A)-please find the most recent annual report of our parent company, Sumitomo Heavy Industries, LTD / "SHI 2022 Integrated Report". Link-Belt Cranes has been a wholly owned subsidiary of SHI since 1989. This annual report shows SHI is comprehensive, international manufacturer with diverse business lines that include mobile cranes, hydraulic excavators, power transmission, semi-conductors, injection molding and medical equipment. A review of this annual report shows that 2021 sales for SHI at \$7.2 billion (944 billion yen) with operating income of over \$493 million (65.9 billion yen). 2022 projections call for sales to be up 15% from 2022. Link-Belt's products are reported in the Logistics and Construction segment with sales of \$2.59 billion (341.5 billion yen) accounting for 36% of SHI total sales for 2021. SHI has a very strong balance sheet with a return on invested capital of 8.5% and a debt-to-equity ratio of 0.1%. SHI is a publicly traded company on the Nikkei stock exchange and this annual report, and the quarterly updates are readily available on their website - (https://www.shi.co.jp/english/index.html) Under SHI's governance and investment, Link-Belt has grown into an innovative world-class manufacturer of hydraulic and lattice cranes with a focus on exceptional customer service and support. SHI has instilled a strong culture of compliance, internal control and continuous improvement, which contributes to Link-Belt's strong financial performance. This financial strength is continually demonstrated to our parent corporation through return on equity and return on invested capital. Please see bank and trade references (Financial & Strength & Stability Attachment # 2-12A ,2-12B, 2-12C).	*
13	What is your US market share for the solutions that you are proposing?	United States-Lattice Crawler 36% Hydraulic Telescopic Trucks 55% -Rough Terrain Cranes 17%- Telescopic Crawlers 39% All Terrain 8%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Canada-2021- Rough Terrain 15% ///Hydraulic Truck 65%/ /All Terrain 5%// Lattice Crawler 19%- Telescopic Crawlers 35%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Never	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>"B", Link Belt Cranes is a MANUFACTURER. All Sales, marketing, product support and logistics are under the direction and responsibility of the "Vice President of Marketing, Sales & Product Support". The Link-Belt North American sales staff includes 5 positions, titled "District Sales Manager", strategically located (reside) throughout North America to support our distribution network that our products are marketed and sold through (Financial Strength & Stability See attachment 2-16A), who all report to the "Sales Manager" of North America. One direct major accounts person separate from the field sales team is dedicated to call on large "nationwide" customers, this individual reports directly to the same "V. P. of Marketing, Sales & Product Support". Eighty (80%) percent of Link Belt crane sales come from North America, with the vast majority of that amount occurring through our independently owned distributor network. There are thirty (28) distributors representing Link-Belt Cranes in North America, twenty-five (25) in the United States and (3) three in Canada. The Link Belt distribution network is a strong/stable financial group with Link Belt experiencing little to no distributor "turn over". Majority of Link Belt distributors focus on only lift equipment or have a dedicated lift division within the parent company. Cranes are extremely capital intensive therefore long-standing crane dealers (Link Belts) are experienced professionals. One North American distributor has over 63 years continuous service with Link Belt, another 56 years. In North America the current 28 distributors represent more than 699 years of total uninterrupted service as being a Link-Belt Sales and Servicing Distributor! Averaging out to be 25 years as a Link-Belt Distributor. No other Crane Company in North America can make such a statement (Financial Strength & Stability Attachment #2 - 16B). Link Belt District Managers have assigned distributors in the region that they each reside in and are responsible for. Their job is to ensure proper Link-Belt representation for sales market share, product support, among their assigned distributors.</p> <p>We hold annual reviews with each distributor to make sure communication channels remain open and define (Financial Strength & Stability Attachment # 2-16C Distributor review form) concerns and define target goals for coming year.</p> <p>Sales training occurs both in the field as well as the factory including active "online" E"-sales support. Product Support is similar in structure to the sales structure. We have District Service Managers eight (8) strategically placed (reside) thorough North America. These support professionals work in tandem with District Sales Mangers to manage product support efforts with their assigned distributors this includes technical product training, operator training, and parts training. In addition, we have an online service technician training programs that provide basic mechanical training in electrical, hydraulic, mechanical and pneumatic. This basic training ensures that factory training is given to techs who are already beyond basics and training at the factory.</p> <p>We also do end user training regarding proper operation and maintenance.</p>
17	<p>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>	<p>. Business licenses in 40 states with the Secretary of that state. These are the states our distribution network billing address resides in. 45+ automobile and truck licenses. Air permit, wastewater treatment permit, (Financial & Strength & Stability Attachment # 2-17A)</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None, never.</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	#1. Specialized Carriers and Riggers Environmental award Specialized Carriers and Riggers- 2018 Environmental Award. (See Marketing Plan/Samples Attachment # 3-19A. #2. Specialized Carriers and Riggers membership Longevity Award (See Marketing Plan/Samples Attachment # 3-19B.
20	What percentage of your sales are to the governmental sector in the past three years	2020- % .04 2021 % .03 2022 % .02
21	What percentage of your sales are to the education sector in the past three years	2020 %0 2021 %0.03 2022 %0.04
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?	No direct local state contracts
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?	Link Belt Has two current contracts presently / # SPE8E0-22-F-0240 ///110 Ton Hydraulic Truck Crane \$1.174 million /// # SPE8EC-22-F-0176 ///100 Ton Hydraulic Truck Crane \$1.014 million. 2020 Air Force \$3.9 mil./Navy \$10.1 mil. Army \$1.6 Mil. 2021 Air Force \$446K Navy \$11.4 mil 2022 Navy \$ 9.0 mil.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Los Angeles 111 E. First Street Los Angeles, CA 90012	Brillando Valmonte	(213)928-9537
City of Los Angeles 111 E. First Street Los Angeles, CA 90012 Brillando Valmonte (213) 928-9537		
Metropolitan Water District 700 Moreno Ave. La Verne, CA 91750 Mark Springer (909) 392-2447		
Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708 Jason Biedermann (951) 660-5201		
Current Sourcewell Users interested in Link Belt Cranes City of Burbank 124 S. Lake Street Burbank, CA 91510 Craig Van Item (818) 238-3841		
City of San Diego 2740 Caminito Chollas		

Los Angeles County Sanitation District 1955 Workman Mill Rd. Whittier Ca. 93514	Edward Gomez	(562) 908-4288	*
Metropolitan Water District 700 Moreno Ave. La Verne, CA 91750 Los Angeles, CA 90012 Metropolitan Water District 700 Moreno Ave. La Verne, CA 91750 Orange County Sanitation District 10844 Ellis Ave. Fountain Valley, CA 92708 Jason Biedermann (951) 660-5201 City of Burbank 124 S. Lake Street Burbank, CA 91510 Craig Van Item (818) 238-3841 City of San Diego 2740 Caminito Chollas	Mark Springer	(909)392-2447	*
City of Burbank 124 South Lake Street Burbank Ca. 91510	Craig Van Item	(818) 238-3841	
Los Angeles Department of Water and Power 300 Mandich St. Bishop Ca. 93514	Gary Gilbert	(760) 873-0325	

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 *	
Branch of the United States of America Military (A)	Government	Pennsylvania - PA	Provide full line offering of Mobile Cranes as Required	Range of \$500K to \$1.8 mil.	2020 \$10.1 mil. 2021 \$11.4 mil 2022 Navy \$ 9.0 mil.	*
Branch of the United States of America Military (B)	Government	Pennsylvania - PA	Provide Full line offering of Mobile Cranes as Required	Range of \$450K to \$750K	2020 Air Force \$3.9 mil.. 2021 Air Force \$446K 2022- \$0	*
Branch of the United States of America Military (C)	Government	Pennsylvania - PA	Provide Full line offering of Mobile Cranes as Required	\$630K	2020-\$629K 2021-\$0/ 2022\$0	*
International Union of Operation Engineers	Non-Profit	New York - NY	International Union of Operating Engineers Local #158 44 Hannay Lane Glenmont, NY 12077	\$700K-\$800K	2020-\$0 //2021-\$ 0 2022 \$750K	*
International Union of Operation Engineers	Non-Profit	Wisconsin - WI	International Union of Operating Engineers Local #139 W 11584 Road #21 Colma Wisconsin 54930	700K-\$800K	2020-\$0 //2021-\$785K- 2022 \$0	*

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.	Link Belt Crane has approximately (20) twenty, sales and marketing personal who (reside near) and work at the factory headquarters in Lexington Kentucky. Link Belt N.A field sales force consists of 6 field positions, titled "District Sales Manager") they are strategically located (remote from factory who reside) throughout N.A to support our distribution network that our products are sold by and through. We also have (1) one direct major accounts person to call on very large "nationwide" customers (Marketing Plan/Samples See Attachment # 6-26B). Seventy five percent of Link Belt crane sales come from North American, with the majority through our distribution network (166 retail salesperson in North America alone). We support these same distributor's sales efforts through our District Managers (Marketing Plan/Samples See attachment # 6-26B), who are assigned to a specific distributor list in their region to aid them by way of local training, technical support and providing fast response to issues and to keep clear lines of communication in place for "front line" sales activity and resolution between the distributor end user and factory and the factory. In addition to "in field" manpower sales support we aid further through- Trade show participation on a state/national/world level, industry association membership, advertising nationally including co-op budgeting advertising/ signage/ graphic design support.
27	Dealer network or other distribution methods.	Sales through distribution is done via 30 separate / independent distributor companies with over network is made up of over 147 dedicated crane salesmen and women who are enrolled and active in our sales training program and who cover North America. Building on the success of Link-Belt's Service Training model, sales training for all Link-Belt dealers was refreshed in 2018 to deliver quality on-line and face-face courses. All sales personnel are enrolled in the Link-Belt Learning Management System (LMS) where introductory on-line material is found to get new salespeople up and running quickly. As new products are introduced, detailed information can be dispatched to the field via the LMS, and Link-Belt sales and marketing management can track each individual's progress on courses related to the new introductions. Instructor-led sales training is provided, on an as-needed basis, both at the factory and in the field with our district sales managers
28	Service force.	Dealer Service network is made up of 539 active technicians dedicated to Link Belt Crane support in North America, each is enrolled in Link Belts "Master Technician Training Program. A combination of online training and factory training. Please see attachment that covers this program (Marketing Plan/Samples Attachment 6-28A) we have 539 distributor service technicians enrolled and active in this program with sixty-one (61) Designated as "Master Technicians" (Marketing Plan/Samples See Attachments 6-28A). Link-Belt boasts one of the few (if not the only) North American Crane Mfg. who employee their own "complete" parts order entry/ship personal, offering "online electronic order entry" and 24h hours a day order personnel available for order entry and expedite.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Our standard order entry system is based on distribution selling and ordering the product, thus is / was easily integrated with Sourcewell system. Order entry system is electronic. Our experience has been 85% of orders were created between the Link Belt distributor and Sourcewell member without Link Belt participation. Order inquiries that come in direct would be directed to appropriate distributor with follow up to verify action.
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.	First line response for any and all service needs is through local distribution (also selling distributor for any Sourcewell contract) in all cases. Most issues are resolved at this level without Link Belt direct involvement. If issue is not resolved in a timely manner, our regionally assigned, in field "District Service Representatives" (DSR's) have dedicated responsibility to specific dealer service supervision and management. DSR's are 100% accessible to distributor service technicians and service management via, cell phone, e-mail, & personal customer / machine visits. Link Belt provides on of the most comprehensive Service /Product training facilities in the world our training calendar runs a full year round curriculum with advanced notification to distribution to allow ample planning /scheduling time. We monitor each distributors participation in annual reviews for acceptable or non acceptable participation.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our mission is and has been to provide products and services that exceed customer expectations and we have been doing it for the past 149 years.

32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Link Belt Cranes has been actively selling product through distribution in Canada for over 63 years. See attachment for Distributor list and location in Canada. Distribution physically located in the most active crane regions, but travel and support all (even open territories as needed). Link Belt Distributor for Ontario, Alberta and British Columbia (Equipment Sales and Service) voted one of Canadas top "50 BEST MANAGED COMPANIES" 2022. (Marketing Plan/Samples attachment # 6-32A).	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None - We service all areas, we are 148 year old company we support our products wherever.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None, no limits. Link Belt is identified by the United States Government as an "Essential Service"	*
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.	1. Internal E-Newsletter to our E-distribution site to all Link Belt internal and distributor management and ALL Price book holders (salespeople) informing them of Link Belt's "Contract Renewal Notice" (Marketing Plan/Samples Attachment # 7- 36A). Followed by a formal letter to distribution principals & sales, product support management reminding them of opportunities the contract renewal provides all. Promote as in past at Con Expo 2023 in Las Vegas March 14 through 18th 2023. (Marketing Plan/Sample See attachment # 7-36B) Crane Fest 2022 tour in which over 900 customers visited Link Belt over the course of 5 days.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	What's the best way to see the difference? By seeing our products in motion, in the field. We try to display this in our advertising campaigns, and distribute this information either through job story releases on products in the field from our website (www.linkbelt.com), through social media platforms like Facebook, Twitter or LinkedIn – with YouTube being a springboard for our maintained YouTube Channel (www.youtube.com/linkbeltconstruction) that continues to grow with 130 videos and counting. Link-Belt Cranes YouTube Channel has also been a great source for utilizing data analytics to get a more detailed idea of the markets we're targeting with our videos. For example, we have found that average view duration has dropped in time duration to 2:21 (FIGURE 2). In the last year (figures taken on March 14, 2019) we have begun to shorten the length of our videos closer to 3:00 - whether there is direct correlation is difficult to prove but over that time period watch time, views, and subscribership all increased (FIGURE 1). We also see that our greatest percentage of viewers is in an age range 25-34 years old (FIGURE 3). These are all factors that assist in future video projects, which in turn, end up on our website and social media in the form of content marketing. It's easy to talk about a product but seeing it actually doing the things our salespeople and brochures suggest is easily the most relatable form of promotion.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Sourcwell's responsibility would be to clearly communicate (upon award & ongoing)to its members that Link Belt Cranes is has met the requirements and is an approved Sourcwell supplier for cranes. Link Belt will continue to promote our valued position as a Sourcwell approved supplier in the following manner: A- Standing position on our front page website (www.linkbelt.com). Continue to post signage at all trade shows such as Cone Expo 2023 & 2026 Bauma 2025 . Crane Fest 2024. Include in all Sales Training sessions with distributor sales department. * Most recent we suggested to a non Sourcwell member to join Sourcwell and then investigate ability to purchase a crane of their choice. Customer then did join Sourcwell (2022) and then was able to order (from Link Belt / Texas) a crane with a contract value of approximately \$950K !	*
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.	Only our distributors are set up on an electronic order process direct to factory, with all sales to Sourcwell member occurring through a Link Belt distributor no direct end user to Link Belt is structured. A strong mechanical understanding is essential for crane specifications and meeting the customer with trouble free delivery avoiding missed expectations.	*

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>Training facility -100% dedicated training facility that houses two classrooms and an adjoining "high drive in" service bay that can accommodate any size Link-Belt crane. Link Belt Training Offers multiple courses weekly for distributor service, parts and sales personnel along with course offerings for its Link-Belt Preferred crane owners. The majority of these courses focus on operation and maintenance of the Link-Belt product line and include much more hands-on activities to enhance the learning experience. (Marketing Plan/Samples Attachment # 8-40A) Generic ("Crane Operator" training would be is an "outside of manufacturer" duty for most crane mfg. companies)</p>
41	Describe any technological advances that your proposed products or services offer.	<p>iCraneTrax Lite - A free 24-month subscription to Link-Belt's telematics network. The network delivers real-time and historical data from anywhere you have an internet connection, and there's no obligation to share your data with the dealer or the factory (Marketing Plan/Samples See attachment # 8-41A). Setup your secure account at www.icranetrax.com/lbce.</p> <p>Link-Belt "Preferred" Program – Available to Link Belt -Sourcewell members, free comprehensive library of on-line manuals, schematics, and bulletins for new and older Link-Belt cranes. There are also calculators for ground bearing, and operating costs. Sign up and start taking advantage of this and more at www.linkbelt.com. (Marketing Plan/Samples See Attachment # 8-41B).</p> <p>3D Lift Planning - Create, save, view, and print three-dimensional lift plans from anywhere you have an internet connection. There are no special software downloads, and this service is free to Link-Belt crane owners. (Marketing Plan/Samples See attachment 8-41B). Create your own user secure account at www.3dliftplan.com.</p> <p>Link-Belt Pulse 2.0 – Patented total crane operating system with a simple interface for crane operators features a large display, along with programmable features that allow each operator to customize their display; and software can be updated remotely.</p>

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Greaseless telescopic pin & latch boom –Teflon pucks integrated into the load bearing wear pads provide dry lubrication for the telescoping boom section. Reduces maintenance cost and the risk of ground contamination. (Marketing Plan/Samples See Attachment 8-42A)</p> <p>No maintenance sealed bearings – Sealed bearings are utilized whenever possible to reduce maintenance cost and the risk of ground contamination. (Marketing Plan/Samples See Attachment # 8-42B)</p> <p>On-highway (EPA2022) and off-highway (Tier 5) engines – Produces far fewer harmful pollutants when paired with exhaust after-treatment systems. (Marketing Plan/Samples See Attachments 8-42A & 8-42B)</p> <p>Extended life antifreeze – Engine coolant with service interval at 300,000 miles, 500,000 kilometers or 6000 hours. Reduces maintenance cost and the risk of ground contamination. Will introduce at Con Expo Extended life hydraulic oil, allowing up to 3,500 hours of oil life before oil change on some models (current 2,000)!</p> <p>EMMA (Energy Management Monitoring Application) – Link-Belt-designed computerized system controls energy consumption in manufacturing and provides energy efficient operation of HVAC and air compressor equipment, lessening carbon footprint. Manufacturing's HVAC and compressed air equipment is not needed 24/7, so those utilities are automated to operate when required. (Marketing Plan/Samples See Attachment #8-42C)</p> <p>ISO 14001 Certification – Link-Belt Cranes was ISO 14001 certified in 2014 and recertified in 2017. (Marketing Plan/Samples See Attachment #8-42D).</p> <p>2012 & 2018 SC&RA Environmental Award – By the end of 2017, Link-Belt Cranes achieved a major objective of becoming a zero-landfill facility. In other words, Link-Belt has diverted all of its land-fillable by-products or waste away from the landfill through recycling and reduction of waste. (Marketing Plan/Summary See Attachment Section 8-42E)</p> <p>Stormwater Improvement Project – Link-Belt is reducing flooding and stream bank erosion with the installation of a wetlands/riparian buffer on the southwest corner of the property in 2017. Link-Belt Cranes partnered with local city-county government (LFUCG) for a matching grant that provided funds for design, construction, and maintenance of buffer. (Market Plan/Samples See Attachment # 8-42F)</p> <p>Extended life all season hydraulic oil – Extends the drain intervals for reduced change-out costs and less reservoir exposure to external contaminants. All current new Link Belts are 100% compliant to consume/ use Hydrogenated Vegetable Oil (or HVO) in place of standard commercial diesel fuel, providing tremendous environmental advantages and is now being MANDATED for use in many Government facilities as required! HVO fuel has no issues when used in Link Belt Cranes, no reduced performance benefits. Marketing Plan/Samples See attachment # 8-42G.</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>ISO 14001 Certification – Link-Belt Cranes was ISO 14001 certified in 2014 and recertified in 2017 and revised 9/16/2020. (Marketing Plan/Samples See Attachment #8-42D).</p> <p>2012 & 2018 SC&RA Environmental Award – By the end of 2017, Link-Belt Cranes achieved a major objective of becoming a zero-landfill facility. In other words, Link-Belt has diverted all of its land-fillable by-products or waste away from the landfill through recycling and reduction of waste. (Marketing Plan/Samples See Attachment Section 8-42E)</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.	None/ no respondents in our areas to this request.	*
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?	Close local crane expertise by means of both distribution and Link Belt personnel, 80% of our product is designed ,sourced and built in North America the remainder is designed & built by our parent owner's company (our sister company) Sumitomo Cranes.We are the only North American Crane manufacturer who has does not sub let the parts department to an outside logistics company, said another way100% of our parts department is made up of Link Belt core employees.	*

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?	Warranty on the crane is 1 year from delivery date with unlimited hours along with a 5- year major weldment "structural" warranty. The engine warranty provided by Cummins carries a two years 2,000-hour coverage plan. The engine "after treatment" components are covered by a separate, 4-year, engine manufacturer warranty. (See Attachment Warranty Section 9-46A ,9-46B, 9-46C, 9-46D).
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty mileage and drive time up to \$1,000 per occurrence for combined mileage and travel time.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No areas not covered by Link Belt Technician. N/A
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, all with exception of Cummins Engine which is covered by Cummins Inc. See Warranty Section Attachments 9-46A ,9-46B, 9-46C, 9-46D.
51	What are your proposed exchange and return programs and policies?	See Warranty Section Attachment # 9-51A Parts Return Policy.
52	Describe any service contract options for the items included in your proposal.	Any "Service Contracts" would only be offered by selling distributor at a "below the line" net price.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Terms of Sale are net due 30 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Link Belt will offer a Non-Conventional finance option to Sourcewell members, when such finance arrangements provide the customer with the only solution to their unique buying situation. The Sourcewell member will be required to complete a security agreement which will be governed by the Kentucky Uniform Commercial Code and grant a continuing general security interest in and all of Debtor's right, title and interest in the collateral. The Sourcewell member shall maintain through the life of any financing agreement insurance policies with coverage including Commercial General Liability, Property and Inland Marine with coverage limits acceptable to Link-Belt. A Sourcewell member (in good standing) with documented and approved (by Link Belt) financial records would be eligible for Link Belt financing on the following basic terms and conditions. Purchase price would be 100% financeable (excluding freight) at a monthly payment rate of 2.5% of the financed amount with interest to be charged of 2% over prime rate (fixed rate will be based on prime rate on the day the unit ships from factory as recorded on the invoice date) the interest will be compounded monthly on the declining balance. Maximum length of terms is 24 months from date of shipment with payment in full by the end of the financing term. 1st payment due day of shipment.	*
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.	Paper work or documentation is as is already standard practice between factory and distributor. Once order is received from our distributor we acknowledge this order (including target delivery month) with an "Order Verification Report" (Standard Transaction Document Samples See attachment # 10-55A.)	*
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?	No we do not accept P card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Crane Price book listing with all models at "list price". (Pricing Section See Attachment # 11-57A). For applicable percentage discounts to be applied per model - See Pricing Section See attachment # 11-57B). Product Brochures and Tech Data Information provided (Pricing Section (11.57C - 11.57H & 14A-69)
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.	Discount range is from a 20% + 0% to a 20% + 12% range. Discount Percentage Range is dependent on Model.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Any one single order for same model with a quantity of main unit above (1) one unit, would be eligible for an additional .005 % discount (additional half of one percent) maximum. If more than two units are ordered maximum eligible discount remains at .005 additional.
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.	Any item that would require to be "sourced" outside of our offering would most likely be an item familiar to the selling distributor working with Sourcwell client. Items such as buckets, extra lighting, special needs such as external mounted generator, special equipment would need to be addressed between Sourcwell member and selling distributor. If Link Belt can assist and offer pricing and or installation before shipping, we will, but no way to anticipate wide variety of special needs so this entire cost item must remain a "below the line" cost add item!
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We DO NOT pay any applicable taxes, license fees, registration fees or inspection fees. We do not pay for an assist crane to assemble if required and we do not pay "unloading fees". These are responsibility of the member.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight estimates can be quoted/provided by from Link Belt (per information as provided by customer) shipping department (Link Belt will solicit 3 different, competitive carriers) and forward exact same quote dollars to selling distributor for their customer. Selling distributor can then discuss with Sourcwell member and choose their preferred carrier. Labor to deliver & assemble (once) is included in Sourcwell price as is basic operation and maintenance training.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All freight estimates that are required (as identified to be needed by member) including land & water and custom charges can be quoted / provided by from Link Belt shipping department (Link Belt will solicit 3 different, competitive carriers) and forward exact same quote dollars to selling distributor for their customer. Selling distributor can then discuss with customer/ Sourcwell member and choose their preferred carrier/ carriers. Labor to deliver & assemble (once) is included in Sourcwell price as is basic operation and maintenance. training.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Initial delivery is done by Qualified Link Belt distributor technician/technicians but will also include a Factory Link- Belt Technician as well.

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	All sales orders (and therefore pricing) must be signed off by Sales Manager and Marketing manager to be in compliance with JSOX accounting standards, Sourcwell pricing will require signatures and allocation for Sourcwell administrative fee and will be incorporated in Sales Order Entry Administrators QWI Quality Work Instruction (Upload Additional Document Section See Attachment 13-66A).
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.	Our expectations are not solely based on unit sales, we cannot control markets and governmental/municipal budgets (or pandemics). We were originally asked over 6 years ago by a relatively small number of distributors who recognized and asked us to investigate Sourcwell as a positive path way to the market. We were successful in being awarded a contract in 2019 and while only recently we received our first orders, we have both grown the Sourcwell system within our network by promoting it but also Sourcwell members influence on distributors has grown, so we see the future value and promise (and orders in hand). We intend/hope to streamline and improve our Sourcwell processes. Everything has not gone perfectly here have been "bumps" and travel limitations have not helped (training invites to our sales meetings) But we see improvements in Sourcwell system (on line contract submission) as well as improvements on our side so we have good "hands on" understanding of the potential success of Sourcwell. We are not so big that we need an elaborate "metric" to know if our investment in Sourcwell is a success, we monitor our success through customer distributor satisfaction. If there is a negative experience we analyze it to understand the cause. Simply put we will now if our effort is worthwhile, this resubmission should be some proof of continued faith and promise we believe Sourcwell offers.
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.)	Per unit administrative fee to be paid to Sourcwell .005 % (one half of one percent) of invoice amount (per unit) whole goods only / does not include any other costs or charges such as freight .

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.	World Class lifting solution products including Rough Terrain Cranes from 65 to 160 US ton. - Lattice Crawler Cranes from 80 to 300 US ton / All Terrain Cranes from 165 to 300 US ton // Telescopic Truck Cranes from 40- 120 US ton // Telescopic Crawler Cranes from 55 to 250 US tons. (Pricing Section Attachment 14A-69 Product Line Brochure plus 11.57C - 11.57H Product Brochure and Tech Data Information on each).
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

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	N/A
72	Motor Graders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Wheeled and tracked excavators	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
74	Bulldozers, compactors, scapers, articulated and rigid haulers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Cranes	<input checked="" type="radio"/> Yes <input type="radio"/> No	All Terrain, Rough Terrain, Telescopic Crawler, Lattice Crawler, Telescopic Truck.
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	boom dollies, Lifting blocks and Headache balls, crane buckets, tagline winders, generators, auxiliary lighting.
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	Electronic Lift Planning Program. Electronic Ground Bearing Program. Telematic data program. Operational and maintenance training. Electronic library support program.

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 type="radio"/> Yes <input checked="" type="radio"/> No	
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input type="radio"/> Yes <input checked="" 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 checked="" type="radio"/> Yes <input type="radio"/> No	Yes- Link Belt Offers Rough Terrain Cranes, All Terrain Cranes ,Lattice Crawler Cranes, Telescopic Crawler Cranes and Telescopic Truck Cranes. We offer cranes rated at 300ton and boom lengths of 150 feet and longer. Maximum

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Pricing.zip - Thursday January 12, 2023 07:55:02
 - [Financial Strength and Stability](#) - Financial Strength & Stability.zip - Thursday January 12, 2023 08:47:08
 - [Marketing Plan/Samples](#) - Marketing Plan_Samples.zip - Thursday January 12, 2023 08:47:38
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Thursday January 12, 2023 07:57:52
 - [Standard Transaction Document Samples](#) - 10-55A Order Verification Report.pdf - Thursday January 12, 2023 07:58:11
 - [Upload Additional Document](#) - Upload Additional Document.zip - Thursday January 12, 2023 07:59:49

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. - Pat Collins, Director Product Marketing , Link-Belt Cranes

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