

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and LiuGong Construction Machinery North America, LLC, 22220 Merchants Way, Suite 100, Katy, TX 77449-7818 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising 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.

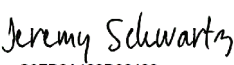
22. CANCELLATION

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

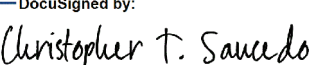
Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

LiuGong Construction Machinery North America, LLC

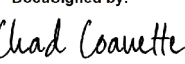
DocuSigned by:

 C0FD2A139D06489...

By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 4/4/2023 | 2:26 PM CDT
 Date: _____

DocuSigned by:

 A319630D066C467...

By: _____
 Christopher T. Saucedo
 Title: SVP Strategy & Customer Solutions
 4/5/2023 | 7:37 AM CDT
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...

By: _____
 Chad Coquette
 Title: Executive Director/CEO
 4/5/2023 | 7:38 AM CDT
 Date: _____

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: LiuGong Construction Machinery North America, LLC

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

Address: 22220 Merchants Way
Suite 100
Katy, TX 77449

Contact: Christopher Saucedo

Email: csaucedo@liugongna.com

Phone: 214-883-9514

Fax: 281-579-8388

HST#: 26-1697225

Submission Details

Created On: Tuesday November 29, 2022 11:41:52

Submitted On: Tuesday January 17, 2023 13:47:35

Submitted By: Christopher Saucedo

Email: csaucedo@liugongna.com

Transaction #: 91b260a0-7419-43e1-ac33-46f650718ea4

Submitter's IP Address: 50.228.245.82

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell 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")	LiuGong Construction Equipment N.A., LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LiuGong North America (LGNA)
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A, not required per addendum #1 of this RFP. LGNA has not conducted business directly with the United States Federal Government and therefore has not applied for nor been issued a CAGE Code.
5	Proposer Physical Address:	22220 Merchants Way Suite 100 Katy, TX 77449-7818
6	Proposer website address (or addresses):	www.liugongna.com www.liugongmcc.com www.liugong.com www.dressta.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):	Christopher T. Saucedo SVP, Strategy & Customer Solutions 22220 Merchants Way, Suite 100 Katy, TX 77449-7818 csaucedo@liugongna.com 281 579-8882 x150
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Cody Jarles Customer Solutions Manager 22220 Merchants Way, Suite 100 Katy, TX 77449-7818 cjarles@liugongna.com 281 579-8882 x152
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Michel Marchand Vice President Sales 22220 Merchants Way, Suite 100 Katy, TX 77449-7818 mmarchand@liugongna.com 281 579-8882 x145 Pablo Gomez Vice President Key Accounts 22220 Merchants Way, Suite 100 Katy, TX 77449-7818 pgomez@liugongna.com 281 579-8882 x126 Garrett Rosenbaum Customer Solutions Specialist 22220 Merchants Way, Suite 100 Katy, TX 77449-7818 grosenbaum@liugongna.com 281 579-8882 x124

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>LiuGong (pronounced in English as "Lou" "Gong") Construction Equipment N.A., LLC, was founded in 2008. Commonly referred to as LiuGong North America (LGNA) is headquartered in Katy, a suburb of Houston, Texas. LiuGong North America is a wholly owned subsidiary of Guangxi LiuGong Machinery (LiuGong).</p> <p>LiuGong was founded in 1958 and is one of the oldest and largest construction equipment manufacturers in the world. In, 1992 LiuGong became a publicly traded company on the Shenzhen Stock Exchange as SZSE:000528. Today, LiuGong is one of the world's Top 10 Construction Equipment manufacturers in terms of market share and is the world's largest single producer of wheel loaders. Currently, LiuGong operates twenty international manufacturing facilities on four continents, seventeen regional product distribution centers, five global research & development centers and employs over seventeen thousand people worldwide servicing customers in over one hundred fifty countries.</p> <p>In 1995, LiuGong and the German automotive component manufacturing giant, ZF Group formed a joint venture for the production of transmission components. In 2012, the companies expanded their joint venture relationship to include the manufacture of complete transmissions. These transmissions are used in LiuGong wheel loaders worldwide.</p> <p>In January of 2012, LiuGong announced that it had purchased HSW (Huta Stalowa Wola) and its distribution entity Dressta Company. HSW was established in 1937, when the American OEM International Harvester entered into a licensing agreement with Huta Stalowa Wola (HSW) to produce construction, agricultural and industrial equipment in Central Europe. A year later, in 1938, the first Dresser machines were produced by HSW in its factory in Poland. In 1992, Komatsu purchased Dresser and in 1999 rebranded Dresser to Dressta. Today, LiuGong continues to sell Dressta dozers, pipelayers and crawler tractors globally under the Dressta brand name.</p> <p>Also in 2012, Cummins, the world market share leader in off-highway engines, entered into a fifty/fifty joint venture with LiuGong for the production of engines. The ZF & Cummins joint ventures have been enhanced by strategic relationships with other global manufacturers such as Valvoline, Kawasaki, Rexroth, Danfoss, Yanmar and others. These relationships ensure that LiuGong products are designed with proven technologies, manufactured to the highest standards of quality and are sustainable globally.</p> <p>LiuGong North America began selling forklift products in the United States in 2008. Shortly thereafter, LGNA began selling wheel loaders, excavators and dozers into the North America market. From 2008 to 2017, LGNA operated much like a master distributor selling directly to end users as well as indirectly to dealers. In 2018, LiuGong North America reorganized under domestic leadership and began to focus on building a robust Dealer network. Today, LGNA has the fastest growing construction equipment dealer network in the United States and Canada.</p> <p>LiuGong's global values are to be customer oriented, put people foremost, assuring the future through quality and creating value through cooperation. In 2021, LiuGong became the world's largest single producer of wheel loaders. In 2022, LiuGong ranked #15 on KHL Group's International Construction magazine list of the top fifty of the largest Construction Equipment Manufacturers. This makes LiuGong one of the top 10 largest terraforming equipment manufacturers in the world. A copy of the KHL 2022 "Yellowtable" is included as Financial Strength & Stability; Exhibit A; KHL Yellowtable.</p> <p>LGNA's rapid growth in the United States and Canada is predicated on these values and on ensuring win-win-win relationships. Win for the customer, win for the dealer and win for LiuGong is the only path to long term sustainable growth. LGNA's participation in the Sourcwell bid process reinforces this win-win-win philosophy. The Sourcwell participating entity is winning by getting a high quality, reliable and globally sustainable product. The dealer is winning by getting to serve a market segment which serves its local community. LiuGong North America is winning by being a good corporate citizen and providing reliable cost effective solutions to Sourcwell participating entities.</p> <p>This is LGNA's first response to a Sourcwell RFP and the first time LGNA is offering direct vendor delivery services to governmental and educational entities. Prior to this proposal response, LGNA has successfully supported Sourcwell eligible entities through its dealer network. Notably, the State of West Virginia operates a fleet of over sixty LiuGong Wheel Loaders and Excavators. Recently, LGNA placed a dozen wheel loaders into service with the City of Chicago. These</p>

		<p>are just two of several examples of LGNA serving Sourcwell eligible entities through its dealer network.</p> <p>While this may be LGNA's first Sourcwell RFP response, the LGNA Senior Management Team has decades of experience servicing governmental and educational entities worldwide. LGNA's President, Andrew Ryan, spent 17 years with Caterpillar including roles as the Equipment Training Solutions Manager and Global Rental Manager where he served public and private sector customers. LGNA's Senior Vice-President of Strategy and Customer Solutions, Chris Saucedo spent 15 years with JCB. From 2005 to 2015, Mr. Saucedo led JCB's Global Government and Defense business unit which sold construction equipment to over 45 countries worldwide. Mr. Saucedo's team also earned two US Congressional Programs of Record with the United States Department of Defense for the High Mobility Engineer Excavator Type 1 (HMEE-1) and for the Light Capacity Rough Terrain Forklift (LCRTF). Michel Marchand, LGNA's Vice-President of Sales, is a Canadian citizen. Prior to joining LGNA, Mr. Marchand was the Vice-President of CNH Industrial, Construction Equipment responsible for both the Case and New Holland construction equipment brands in North America. In this role, Mr. Marchand's team earned several federal and governmental contracts including a Sourcwell contract for construction equipment. Jose Westin recently joined LGNA as the Director of Dealer Operations Development. Prior to joining LGNA, Mr. Westin spent 15 years with Caterpillar most recently as the Service Operations Manager – Americas. LGNA's leadership team understands the unique product and service requirements of the Sourcwell participating entities and has the depth of knowledge and understanding of how to support these entities via a direct vendor delivery model.</p>												
11	<p>What are your company's expectations in the event of an award?</p>	<p>LGNA understands that a Sourcwell Contract Award is an indefinite delivery, indefinite quantity style contract in which LGNA will have to earn opportunities from participating entities. Therefore, LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcwell participating entities. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcwell participating entities and ensuring their satisfaction as customers. LGNA will operate a direct vendor delivery style program for Sourcwell participating entities that will leverage LGNA's rapidly growing North American dealer network. LGNA's direct vendor delivery program will closely mirror its Key Account structure which has been marketed and operated in the United States since 2018. A copy of LGNA's Key Account Program is included as Financial Strength & Stability; Exhibit B; LGNA Key Account Program. LGNA will work directly with Sourcwell and its participating entities to deliver products and services while engaging our dealer partners to provide sustainment services and support. LGNA believes that as Sourcwell contract award is important to be a good corporate citizen and to enable our dealer partners to serve and contribute to their local governmental and educational institutions.</p>												
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>LiuGong Construction Equipment N.A., LLC (LGNA) is wholly owned subsidiary of Guangxi LiuGong Machinery (LiuGong), a publicly traded company.</p> <p>LiuGong Construction Equipment N.A., LLC is in good standing with the State of Texas. Its Texas Taxpayer Number is 3203434350945. A copy of LGNA's Franchise Tax Details as published by the Texas Comptroller of Publics Accounts is included as Financial Strength & Stability; Exhibit C; LGNA State of Texas Franchise Tax Details.</p> <p>LGNA's Federal Tax Identification Number is 26-1697725.</p> <p>LGNA has included copies of LiuGong's 2020 and 2021 Annual Reports as Financial Strength & Stability; Exhibit D; LiuGong 2020 Annual Report and Financial Strength & Stability; Exhibit E; LiuGong 2021 Annual Report. These public reports reflect LiuGong's financial performance over the past three calendar years. The 2022 report is not scheduled for release until March of 2023.</p> <p>The following table summarizes LiuGong key financial data for the last three years as reflected in the Annual Reports.</p> <table border="1" data-bbox="618 1617 1510 1848"> <thead> <tr> <th>Parameter</th> <th>2021</th> <th>2020</th> </tr> </thead> <tbody> <tr> <td>Operating income</td> <td>¥28,700,729,485</td> <td>¥25,979,372,787</td> </tr> <tr> <td></td> <td>\$ 4,503,144,456</td> <td>\$ 3,980,299,705</td> </tr> <tr> <td></td> <td></td> <td>\$ 3,108,073,111</td> </tr> </tbody> </table> <p>Net profit attributable to shareholders of the Company</p>	Parameter	2021	2020	Operating income	¥28,700,729,485	¥25,979,372,787		\$ 4,503,144,456	\$ 3,980,299,705			\$ 3,108,073,111
Parameter	2021	2020												
Operating income	¥28,700,729,485	¥25,979,372,787												
	\$ 4,503,144,456	\$ 3,980,299,705												
		\$ 3,108,073,111												

	¥	995,312,781	¥	1,440,367,304	¥
1,021,499,002					
	\$	156,164,575	\$	220,678,675	\$
146,176,507					
Net profit attributable to shareholders of the Company after deduction non-recurring gains & losses					
	¥	776,906,770	¥	1,103,564,985	¥
909,760,940					
	\$	121,896,672	\$	169,077,191	\$
130,186,791					
Net cash flow arising from operating activities					
	¥	846,491,366	¥	2,014,162,492	¥
1,884,497,532					
	\$	132,814,495	\$	308,589,835	\$
269,671,597					
Total Assets	¥	40,433,249,423	¥	41,010,047,896	¥
	\$	6,343,976,834	\$	6,283,149,438	\$
4,683,411,781					

Construction Machinery Production Volume (Units)

		80,866
81,053	56,679	

In May 2020, LGNA signed a Vendor Program Agreement with Hitachi Capital America Corporation for the financing and leasing of equipment produced by LiuGong to end use customers in the United States. Shortly thereafter, LGNA signed another agreement with Hitachi Capital America to provide financing and leasing in Canada. Based largely on the success of the retail financing programs, LGNA and Hitachi Capital America entered into additional agreements in November 2020 for the purpose of creating floorplan financing for LGNA Dealers in the United States and Canada.

In April 2022, Mitsubishi UFJ Lease & Finance and Hitachi Capital merged and Hitachi Capital America became Mitsubishi HC Capital North America (MHCCNA). This merger grew MHCCA's assets in the Americas to approximately \$18B. In the roughly 30 months since LGNA and MHCCA into their first agreement, over \$100M USD of financing credit has been approved in the US and Canada between the two Companies. This is just one small of how rapidly LGNA is growing in the US and Canada. A reference from MHCCNA is included as Financial Strength and Stability: Exhibit H; MHCCNA Letter.

LGNA and MHCCA are pleased to be able to offer municipal leasing options to Sourcewell participating entities in this RFP response. Terms and conditions of the lease are subject to local rules and regulations and will be established at the time of machine acquisition.

LGNA's global insurance brokerage is Arthur J. Gallagher & Company. LGNA's current Worker Compensation and Employer's Liability; General Commercial Liability; Commercial Automobile Liability and Umbrella Insurance meet or exceed the Sourcewell contractual requirements. However, because LGNA does not conduct business electronically with its dealers in North America, it currently does not have Network Security and Privacy Liability (Cyber) Insurance. LGNA does have a premium quote for \$11,862/annum for the coverage and will activate this insurance if awarded a Sourcewell Contract.

13	What is your US market share for the solutions that you are proposing?	<p>LiuGong produced over 80,000 machines last year which equates to an estimated global market share of Construction Equipment of 1.7% as reported on the KHL Yellowtable. LGNA entered the North American marketplace less than 15 years ago. The North American marketplace (US/Canada) is the second largest market in the world. LGNA's market share in the US is <3%. Therefore, market share is not a business metric used by LGNA, especially during COVID pandemic periods. LGNA's cardinal metrics are related to its core values. LGNA Cardinal Metrics are:</p> <ol style="list-style-type: none"> 1. Combined Annual Growth rate of >30% (Actual 60.8%) 2. Profitability enabling investment in continued growth (+300%) 3. Highly engaged team (workforce) (Above Average and trending up) 4. Preferred brand of our multiline distribution network (Top 25%) <p>LGNA has not only achieved these objectives, its growth, exceeds these objectives by a significant margin. LGNA has delivered 3,713 pieces of equipment into the US and Canada over the past three calendar years (2020-2022). At the current rate of delivery, LGNA will deliver and additional 13,000 units into North America over the next three years (2023-2025). A copy of LGNA's strategic infographic which outlines these cardinal metrics and is entitled "Built to Outlast" is included as Financial Strength & Stability; Exhibit G; Strategic Infographic.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>LiuGong produced over 80,000 machines last year which equates to an estimated global market share of Construction Equipment of 1.7% as reported on the KHL Yellowtable LGNA entered the North American marketplace less than 15 years ago. The North American marketplace (US/Canada) is the second largest market in the world. LGNA's market share in the Canada is approximately 3%. Therefore, market share is not a business metric used by LGNA, especially during COVID pandemic periods. LGNA's cardinal metrics are related to its core values. LGNA Cardinal Metrics are:</p> <ol style="list-style-type: none"> 1. Combined Annual Growth rate of >30% (Actual 60.8%) 2. Profitability enabling investment in continued growth (+300%) 3. Highly engaged team (workforce) (Above Average and trending up) 4. Preferred brand of our multiline distribution network (Top 25%) <p>LGNA has not only achieved these objectives, its growth, exceeds these objectives by a significant margin. LGNA has delivered 3,713 pieces of equipment into the US and Canada over the past three calendar years (2020-2022). At the current rate of delivery, LGNA will deliver and additional 13,000 units into North America over the next three years (2023-2025). A copy of LGNA's strategic infographic which outlines these cardinal metrics and is entitled "Built to Outlast" is included as Financial Strength & Stability; Exhibit G; Strategic Infographic</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Neither LGNA nor its parent Guangxi LiuGong Machinery has ever petitioned for bankruptcy protection.	*

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>LGNA is best described as the sales and marketing subsidiary of an Original Equipment Manufacturer (OEM). LGNA operates two product distribution facilities in North America and stores whole goods at an additional five contracted locations. LGNA is committed to an indirect channel (dealer) distribution strategy in the North America. LGNA will only sell products and services to entities with whom it has a written dealer or key account agreement.</p> <p>Section 7 of LGNA's Dealer Agreement reads, "LGNA reserves to itself or to any affiliated entity, the right to sell, lease, rent or otherwise enter LGNA Products into commerce directly (a) to any Federal, State, Provincial, Territorial, County, Municipal or other governmental entity, (b) to any customer that may be located within Dealer's APR, (c) to key accounts (as determined by LGNA from time to time in its sole and absolute discretion), or (d) to any Buyer for use outside of North America. LGNA shall not be responsible for the payment to Dealer of any commission with respect to any such sale, lease or rental; however, unless otherwise agreed in writing, LGNA may compensate Dealer on a reasonable basis for delivery, installation or warranty service actually provided for any such LGNA Product that is located in Dealer's APR.</p> <p>Section 5.2 Service, of the LGNA dealer agreement reads, "Dealer shall: (a) employ, maintain and equip competent product support (e.g. parts, service, product support sales, warranty, training, administration) personnel adequately trained on LGNA Products to carry out the Dealer's responsibilities under the LGNA Warranty Administration Guide, the Parts Addendum – Exhibit H attached hereto, incorporating the LGNA Parts Administration Guide, LGNA Service Administration Guide and pursuant to the terms and conditions as set forth in the Guides, policies and procedures implemented by LGNA, and as amended from time to time; (b) purchase and apply only LGNA-approved attachments, implements and parts for LGNA Products; (c) provide prompt, expert and courteous product support, including sustaining maintenance and repairs, warranty and non-warranty service on all LGNA Products represented by the Dealer and located in the APR, regardless of when, where or by whom the LGNA Product was sold to the Buyer as authorized for use in the United States; (d) carry out free of charge to Buyers of LGNA Products such modifications as may be required by LGNA and communicated to the Dealer through a LGNA Campaign as described in the LGNA Warranty Administration Guide; Guide (e) not deliver any LGNA Product until it has been correctly assembled, adjusted and inspected; (f) delivery copies of operator's and/or product support manuals that have been furnished by LGNA for the Buyer; (g) ensure that Buyer or a designee has been instructed on the safe and proper maintenance of the LGNA Product; (k) utilize LGNA product support publications and communications and any other related items that may be supplied by LGNA in the repair and maintenance of LGNA Products; (l) maintain a high standard of service and customer satisfaction as determined by LGNA in its reasonable discretion; (m) maintain a sufficient quantity of parts, tools and test equipment to meet customer demands in a timely manner; (n) provide personnel and equipment (i.e. service vehicles) adequately supply spare parts and repairs necessary to meet promptly the service needs of Buyers in the Dealer's APR; (o) at all time meet certification standards required by Buyers and LGNA; and (p) send Dealer sales and product support personnel to training conducted by LGNA."</p> <p>LGNA currently has 92 dealers with 159 locations in North America. There are over 300 sales people and over 850 service personnel in the LGNA dealer network. LGNA directly employs 24 people in its customer solutions team who provide product support to dealers and customers. The Technical Solutions team has individuals that are specially trained and certified to perform diagnostic and repair services which exceed the capabilities of our dealer technicians. LGNA's Technical Solutions team is LiuGong strategic partners Cummins, ZF, Kawasaki and Yanmar provide level 4 and level 5 technical service support to LGNA dealers and customers. The commitment LGNA makes to its dealers and customers is that if a dealer cannot return a machine to service with 48 hours, LGNA will send a Technical Solutions Manager to assist the dealer in returning a machine to service. The LGNA technical solution team will ensure that Sourcewell entities who purchase products from LGNA are supported and sustained with or without dealer coverage. LGNA will operate a direct vendor delivery program for Sourcewell and wherever possible with augment this program with sales and service support from its rapidly growing dealer network.</p>
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17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>LiuGong Construction Equipment N.A., LLC is in good standing with the State of Texas. Its Texas Taxpayer Number is 3203434350945. A copy of LGNA's Franchise Tax Details as published by the Texas Comptroller of Publics Accounts is included as Financial Strength & Stability; Exhibit C; LGNA State of Texas Franchise Tax Details.</p> <p>All diesel-powered machines offered by LGNA in this proposal response meet either Tier 4 Final or Stage V/Tier 4 Final emissions requirements. The OEM engine manufacturer's (Cummins and Perkins) hold the certification documents on these engines which have been filed with the United States Environment Protection Agency and Environment Canada. Certification tags are applied to every engine incorporated into a LGNA machine in accordance with US & Canadian regulations. Copies of certifications are available upon request if required for Sourcewell evaluation.</p> <p>All machines offered by LGNA in this proposal response are similar in form & function to those offered by LiuGong in Europe. Certificates of Conformity and Technical Files which may be required under the provisions of the Canada-European Union Comprehensive Economic and Trade Agreement are on file inside the European Union. Copies of Certificates of Conformity are available upon request if required for Sourcewell evaluation.</p>	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	LGNA has not been subject to suspension or debarment actions during the last ten years	*

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	Globally LiuGong has received multiple awards over the last three years. From the Best Chinese Investor Award to the Best Employer Award, even the China-India Role Model Award. Additionally, LiuGong's accolades include the Asian Excellence Award by Singapore's architectural environment industry, the Asian Quality Award, the Contribution to the Industry Award by Global Construction Machinery, the Red Dot Product Design Award by the German Design Council, the China Patent Award by China Appearance Design, and even the Gold Finger Award, the highest award of China's TOP 50 Construction Equipment of the Year. LiuGong also received the 5G Demonstration Application Award for outstanding achievements in digital construction and was awarded the title of National Quality Trustworthy Team by the Association for Quality. LiuGong also accepted the first Supplier of the Year Award in the demolition industry.	*
20	What percentage of your sales are to the governmental sector in the past three years	LGNA is committed to an indirect channel (dealer) distribution strategy in the United States and Canada. For Sourcewell, LGNA is proposing a direct vendor delivery model. Therefore, the marketing of a Sourcewell opportunity will also be directly managed by LGNA. LGNA's dealer commercial guidelines state that LGNA prefers to transact business through its dealer partners whenever practical and does not sell to any entity without a valid Dealer agreement or Key Account agreement in effect. Therefore, LGNA does not have a percentage of sales to the governmental sector in the past three years. However, LGNA has had success in the government sector through our dealers and key accounts. Please reference the Dealer Commercial Guidelines found in the attachments.	*
21	What percentage of your sales are to the education sector in the past three years	LGNA is committed to emerging into new markets, the education sector is not currently a sector in which LGNA, our dealers, or key accounts are involved. LGNA is dedicated to evolving into this sector through Sourcewell.	*
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?	LGNA is committed to an indirect channel (dealer) distribution strategy in the United States and Canada. For Sourcewell, LGNA is proposing a direct vendor delivery model. Therefore, the marketing of a Sourcewell opportunity will also be directly managed by LGNA. LGNA does not hold these contracts, however, have success with state, provincial, and cooperative purchasing contracts through our dealers	*
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?	LGNA is committed to growth within the General Services Administration (GSA), however, neither LGNA nor our dealers and key accounts currently hold GSA contracts.	*

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 *	
State of West Virginia	Justin L Godwin or JD S Haller	(304) 472-1750	*
International Boundary and Water Commission (IBWC)	Sid Ibrahim	(830) 422-3441	*
City of San Juan Public Works	Israel Garza	(956) 475-8256	*

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 *	
Not Applicable please see the response in table 3 questions 20 & 21	Government	Alabama - AL	Not Applicable	Not Applicable	Not Applicable	*
Not Applicable please see the response in table 3 questions 20 & 21	Government	Alabama - AL	Not Applicable	Not Applicable	Not Applicable	*
Not Applicable please see the response in table 3 questions 20 & 21	Government	Alabama - AL	Not Applicable	Not Applicable	Not Applicable	*
Not Applicable please see the response in table 3 questions 20 & 21	Government	Alabama - AL	Not Applicable	Not Applicable	Not Applicable	*
Not Applicable please see the response in table 3 questions 20 & 21	Government	Alabama - AL	Not Applicable	Not Applicable	Not Applicable	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

26	Sales force.	<p>LGNA has 31 people working in sales and marketing supporting 92 dealers in 159 locations. There are approximately 300 dealer sales personnel registered in LGNA Dealer Portal.</p> <p>LGNA also supports 13 key accounts. Key accounts are entities with whom LGNA has a written agreement and to whom LGNA sells products and services to directly. LGNA Key Account are large global companies and regional independent rental companies or contractors that purchase construction equipment from LGNA for use in their operating fleets.</p> <p>LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers. LGNA has also established a common mailbox for the Sourcewell team which is sourcewell@liugongna.com. This address will be marketed and published as part of a single point of contact approach between LGNA and Sourcewell participating entities.</p>
27	Dealer network or other distribution methods.	<p>Since 2018 LGNA has been committed to creating a robust and sustainable dealer network in the United States and Canada. This dealer first approach is part of the reason that LGNA has not previously responded to a Sourcewell RFP as stated in the Company description section of this RFP. LGNA has one of the fastest growing dealer networks in North America.</p> <p>Currently, LGNA has 92 dealers in 159 locations with approximately 300 sales and 850 service personnel servicing LGNA customers in the United States and Canada including locations in Guam, Hawaii, Alaska and Puerto Rico.</p> <p>LGNA has strategic partnerships with Cummins, ZF, Valvoline, Kawasaki, Rexroth, Danfoss, Yanmar, and others that provide additional sales, marketing and service support to LGNA, LGNA Dealers and LGNA Customers through contractual relationships. These relationships ensure that LiuGong products are designed with proven technologies, manufactured to the highest standards of quality and are sustainable globally.</p> <p>A map of LGNA's dealer locations in the Continental United States and Canada can be found on the dealer locator tab of LGNA's website at www.liugongna.com.</p>
28	Service force.	<p>LGNA has 22 people working in parts and service operating two product distribution centers, five contracted distributions facilities that support 92 dealers in 159 locations. There are approximately 850 dealer service personnel registered in LGNA Dealer Portal.</p> <p>LGNA has strategic partnerships with Cummins, ZF, Valvoline, Kawasaki, Rexroth, Danfoss, Yanmar, and others that provide additional sales, marketing and service support to LGNA, LGNA Dealers and LGNA Customers through contractual relationships. These relationships ensure that LiuGong products are designed with proven technologies, manufactured to the highest standards of quality and are sustainable globally.</p> <p>The LGNA service organization consists of three elements. The CORE (Customer Operational Readiness & Enrichment) team is responsible for developing the capabilities of LGNA dealers which includes technical training. The Technical Solutions team is responsible for resolution of technical issues beyond the capabilities of a LGNA dealer. This included Level 4 & Level 5 service activities and oversight. The Technical Solutions team is supported by LiuGong engineering and strategic OEM partners as noted above. The third element of the LGNA service organization is the parts operation team. This team operates two product distribution centers in North America and utilizes an addition 5 contracted facilities to ensure work tools and repair parts are readily available. This team maintains over two hundred forty-one thousand part numbers valued at over twenty-five million USD in North America.</p> <p>LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers. LGNA has also established a common mailbox for the Sourcewell team which is sourcewell@liugongna.com. This address will be marketed and published as part of a single point of contact approach between LGNA and Sourcewell participating entities.</p>

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>LGNA has designed an equipment ordering tool specifically for Sourcewell to be utilized in the event of a contract award, see the attachment example LGNA Quote Tool master - Sourcewell. Once an order has been received and upon completion of the order through our LGNA tool the customer would send the order to the appropriate contact. LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell. Once LGNA's contact has received the order, LGNA would place this information into our SAP / ERP system and initiate what we call the make-ready process. This process ensures the machine is in the appropriate condition and meets the terms described in the Sourcewell Contract for delivery. At this time LGNA will generate the Sales Invoice, and Release Authorization, see the attachments Sales Invoice Example and Release Authorization Example. With the completion of this documentation, and both a dealer and customer notification, an authorized, LGNA carrier will be dispatched to load and deliver the equipment.</p> <p>LGNA will operate a direct vendor delivery style program for Sourcewell participating entities very similar to LGNA's Key account program. A copy of LGNA's Key Account Program is included as Financial Strength & Stability; Exhibit B; Key Account Program. During the process described above and at the time of invoice creation, the appropriate servicing dealer will be contacted and notified of the sale. LGNA has established an integrated team from sales, service, parts, and finance focused on serving Sourcewell participating entities. LGNA's servicing dealers will accompany the equipment and perform a machine handoff and warranty certification, see the attachment Warranty Registration. The servicing dealer may also conduct equipment walk around, and training at this time to ensure customer safety and satisfaction. LGNA will coordinate warranty support through its dealer network or directly from its Technical Solutions Team.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers. LGNA has also established a common mailbox for the Sourcewell team which is sourcewell@liugongna.com. This address will be marketed and published as part of a single point of contact approach between LGNA and Sourcewell participating entities.</p> <p>For customer service, LGNA's Direct Vendor Delivery Program for Sourcewell will operate very similarly to LGNA's Key Account Program. A copy of LGNA's Key Account Program is included as Financial Strength & Stability; Exhibit B; Key Account Program.</p> <p>Upon purchasing a product from LGNA, every Sourcewell participating entity will receive a LGNA account number. This number is registered in LGNA's SAP ERP as well as LGNA's Dealer Portal. With this number Sourcewell participating entities can create self-administered logins to LGNA's web-based Dealer Portal. There is no limited to the number of logins that can be created. These single sign on logins can be used to access LGNA parts and service information including technical manuals, parts catalogs and training resources. From this portal, Sourcewell participating entities can also place service call tickets and order parts. Every machine sold to a Sourcewell participating entity will also be assigned to a servicing dealer. The servicing dealer may also be used by the Sourcewell participating entity for parts and service.</p> <p>LGNA will report retail activity to Sourcewell participating entities in accordance with Associated Equipment Manufacturers (AEM) reporting requirements and those reasonably requested by LGNA. Retail activity will be reported to the point of first delivery to the Sourcewell participating entity. This reporting also registers the Sourcewell participating entity's machine in LGNA's warranty system.</p> <p>LGNA is pleased to offer a 3 year/4,000 (Xtracare) hour full machine and 5 year/7,000 (Xtracare+) powertrain limited liability warranty on all diesel-powered machines offered in this proposal. These warranties cover all products, parts and labor for items produced by or incorporated into LiuGong/Dressta products. LGNA requires that all machines that have the 5-year 7000 hours XtraCare+ warranty complete fluid sampling for each fluid at its specified scheduled maintenance interval, not to exceed 500 hours between samples: engine oil, transmission/swing gearbox oil, hydraulic oil, and axle/final drive compartments. The results of the samples must be kept in the machine file for the duration of the warranty period. LGNA may request copies of the oil sampling reports for adjudication of claims. LGNA includes pre-paid oil sampling kits in their scheduled maintenance filter kits. This helps LGNA customers in maintaining their fluid sampling program as the lab maintains the records electronically on the customer's behalf.</p> <p>LGNA offers a 5 year/10,000 hour full machine limited liability warranty on the Battery Electric Wheel Loader product offered in this proposal.</p>

Work tools, attachments and implements manufactured by entities other than LiuGong/Dressta have a 1 year/2000 hour limited liability warranty.

Sourcewell participating entities may be authorized to perform and administer warranty service work up to LGNA service level two. Level two service is defined by the OMM, SM and third-party OEM maintenance manuals. Sourcewell participating entities will only be authorized to perform and administer warranty when there is no LGNA Dealer close enough to provide service support and only after receiving warranty training from LGNA personnel. Under no circumstances will LGNA authorize a Sourcewell participating entity to receive engine OEM training under LGNA's agreements with the engine OEMs. Sourcewell participating entities that are authorized to perform warranty service work may not perform warranty work on any LiuGong or Dressta machine which is not in their fleet. Claims for warranty service work made by a Sourcewell Participating entity on behalf of a third party will be denied. *

LGNA or a LGNA Dealer will perform pre-delivery inspections prior to delivery of machines to a Sourcewell Participating entity. LGNA or a LGNA dealer will also perform a machine handoff orientation training to the Sourcewell Participating entity. This is familiarization training only and is not operator or maintainer certification training.

It may be necessary from time to time for LGNA to advise, by letter or service campaign, that a specific part or parts of LiuGong/Dressta equipment requires modification. The request for a campaign may be made regardless of whether the need for taking such action has become evident in such equipment. LGNA will conduct all campaigns required on Sourcewell participating entity's machines.

Sourcewell participating entities may purchase directly from LGNA or LGNA Dealers parts, excluding work tools and attachments, at LGNA 'emergency' parts pricing level (roughly Suggested List Price less 26%). LGNA's states Off the Shelf parts availability target is >90%. For machine down parts orders where replacement parts are not readily available, LGNA will expedite parts from machine production or conduct selective interchange from machine inventory in order to ensure the most expeditious and expedient return to service of the Sourcewell participating entity's machine.

Emergency orders are designed to support actual or forecasted parts needs where stock order lead times will delay the repairs. Examples of such repairs are non-machine down repairs and planned maintenance. Emergency orders will be processed by LGNA within one business day and dispatched within two business days. The objective is to deliver the parts to the Key Account within five business days. Emergency orders may be placed at any time and have no minimum order value.

Sourcewell participating entities may also purchase parts Over The Counter (OTC) from any LGNA Dealer at the emergency order price.

If a Sourcewell participating entity requires parts support for a machine down situation, they may first try to procure the parts OTC from a local LGNA dealer or they may place a machine down order directly on LGNA. A machine down order may be placed at any time and indicates to all parties that a Sourcewell participating entity's machine is unavailable for use due to a failure and that immediate parts support is required. Machine down orders received by LGNA before 2 P.M. CST will be processed and dispatched the same day. Orders received after 2 P.M. CST will be processed and dispatched the next business day. The objective is to deliver the parts to the dealer the next business day. Machine down orders may be placed at any time and have no minimum. Freight to the Sourcewell participating entity's CONUS location is included in the price of the part. Sourcewell participating entity's OCONUS and in Canada are responsible for all freight and importation costs from the CONUS point of export or shipment.

Work tools and attachments sold independently of machines to Sourcewell participating entities will be at LGNA's Suggested List Price whether purchased directly from LGNA or from an LGNA Dealer. Terms of work tools and attachments sold independently of machines of FOB a LGNA PDC.

The LGNA technical solutions team aims to resolve issues at the dealer level within 48 hours of a service ticket being raised in the LGNA Dealer Portal. If an issue cannot be resolved in this timeline, LGNA sends a Technical Solutions Manager to assist the Sourcewell participating entity in resolving the issue and returning the machine to service.

A copy of LGNA 2023 Key Account Incentive letter is included as Warranty Information, Exhibit A, LGNA Key Account Incentive Letter. Upon contract award,

		LGNA will create a bespoke program and incentive structure for Sourcewell.	
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	LGNA understands that a Sourcewell Contract Award is an indefinite delivery, indefinite quantity style contract in which LGNA will have to earn opportunities from participating entities. As described in the table 2 question 11, the LGNA Senior Management Team has several decades of experience in providing products and services to governmental and educational entities worldwide. LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities that will leverage LGNA's rapidly growing North American dealer network. This dealer network currently consists of support 92 dealers in 159 locations with 300 sales and 850 service personnel. In addition to the Continental United States. LGNA has dealers in Guam, Hawaii, Alaska and Puerto Rico. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	LGNA understands that a Sourcewell Contract Award is an indefinite delivery, indefinite quantity style contract in which LGNA will have to earn opportunities from participating entities. As described in the table 2 question 11, the LGNA Senior Management Team has several decades of experience in providing products and services to governmental and educational entities worldwide. LGNA's Vice-President of Sales is a Canadian citizen and resides in Canada. LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities that will leverage LGNA's rapidly growing North American dealer network. This dealer network currently consists of support 92 dealers in 159 locations with 300 sales and 850 service personnel. One of LGNA's oldest dealers, Gymdex is located in Quebec. Canada is also home for two of LGNA's largest dealers, TopLift and Rocky Mountain Equipment. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	LGNA does not foresee any restrictions on fully servicing this contract. LGNA has a robust and rapidly growing dealer network to assist in servicing this contract. Additionally, LGNA has several contracted relationships with major component OEMs and independent service providers that will add additional support to serving Sourcewell participating entities.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	LGNA cannot support US Federal Acquisitions that have not waived the Buy American Act requirement. LiuGong has 20 global manufacturing facilities and a global supply chain. LGNA does not believe that any global manufacturing OEM can meet the definitions of "substantially all" or "manufactured in the United States" as expressed in the Buy American Act of 1933. The cost of redesign and re-sourcing required to meet these definitions are as economically unviable for LGNA as they are for most global manufacturers in this industry segment, including US domiciled companies.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	LGNA has dealers in Guam, Alaska, Hawaii and Puerto Rico. Parts and service for Sourcewell participating entities will come directly from those dealers. Incoterms on machine freight are FOB a LiuGong or LGNA PDC for Sourcewell participating entities in Hawaii, Alaska, US Territories and Canadian Sourcewell participating entities in the Yukon, Northwest Territories and Nunavut.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>LGNA is committed to an indirect channel (dealer) distribution strategy in the United States and Canada. For Sourcewell, LGNA is proposing a direct vendor delivery model. Therefore, marketing of a Sourcewell opportunity will also be directly managed by LGNA. If awarded a contract, LGNA has budgeted to hire a manager solely responsible for supporting Sourcewell participating entities and ensuring their satisfaction as customers. One of this manager's responsibilities will be to ensure that Sourcewell contract marketing is woven into LGNA's marketing strategies.</p> <p>LGNA's marketing team is a mixture of in-house personnel contracted agency personnel. LGNA has two agencies of record for marketing in North America. The week of January 16th, LGNA will be conducting its 2023 Kickoff meeting with its dealers. One of the workshops in that meeting is "Marketing & Co-Op". A copy of the presentation for that meeting is included as Marketing Plan; Exhibit A; Marketing Kick Off Meeting Presentation. This plan includes LGNA's Strategic Infographic as well the three strategic marketing objectives of growing the portfolio, growing the channel and building the brand. It also has top level marketing calendar and action summary. If awarded a contract, LGNA would including "Sourcewell" in the activity planning.</p> <p>LGNA will plan and coordinate all Sourcewell related marketing and publicity activities with Sourcewell and obtain Sourcewell approval before initiating any activities. LiuGong has several global strategic partnerships, one of which is with Cummins. LGNA and Cummins coordinated monthly on marketing and publicity activities. In fact you will notice that LGNA includes Cummins branding on its machine specification sheets. Additionally, Dressta has received permission from RedDot Awards to display their logo on the TD16N marketing materials. Machine specification sheets or brochures are included as Marketing Plan, Exhibits B through N. Internally, LGNA has a 12 month marketing planning calendar and a 90 day operational calendar. Coordinating and obtaining approvals from Sourcewell on marketing and publicity will be no different than any of LGNA's global business partners.</p> <p>LGNA maintains a website specific to the North America marketplace, www.liugongna.com. The website contains four microsities. Currently the four microsities are "News", "ConExpo", "Become a Dealer" and "Find a Dealer". If awarded a Sourcewell contact the "ConExpo" microsite will be converted into a "Sourcewell" microsite and function as an open interface resource for Sourcewell participating entities. Sourcewell specific marketing will also become part of LGNA's social media marketing on LinkedIn, Facebook and Twitter after approval from Sourcewell.</p> <p>Finally, LGNA has a Co-Operative marketing arrangement with its dealers in which LGNA and its dealers share costs of localized marketing activities. Events such as municipal supplier fairs and machine rodeos are included in this policy as 50/50 cooperative activities. If awarded a Sourcewell contract, LGNA will increase its participation in localized Sourcewell participating entity events to 75% in order to assist LGNA dealers in cultivating relationships at the local and regional level. A copy of LGNA's Co-Op policy is included as Marketing Plan; Exhibit O; LGNA Co-Op Policy.</p> <p>For reference, LGNA has also included a copy of its visual identity guide which was released in January of 2022 and is being phased in across all marketing mediums in LGNA's territory. This guide is included at Marketing Plan, Exhibit P; Visual Identity Manual.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>LGNA relies heavily on technology and digital data to enhance marketing effectiveness. Over the last two years, LGNA has specifically re-launched and rebranded its webpages and social media sites to include search engine optimization, key word, and metadata technologies. LGNA has also develop a dealer portal and user apps for service, parts ordering, and financial solutions. If awarded a contract, LGNA would likely develop an app for "Sourcewell" that could be used by Sourcewell participating entities and LGNA dealers to access information and services.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>LGNA understands that a Sourcewell Contract Award is an indefinite delivery, indefinite quantity style contract in which LGNA will have to earn opportunities from participating entities. Therefore, LGNA has established an integrated team from sales, service, parts and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities that will leverage LGNA's rapidly growing North American dealer network. LGNA will work directly with Sourcewell and its participating entities to deliver products and services while engaging our dealer partners to provide sustainment services and support. The sales process for Sourcewell participating entities will parallel the processes which are already in place for LGNA's Corporate Key Accounts. In anticipation of a contract award, LGNA has already established a dedicated process stream for servicing Sourcewell participating entities.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>The products and services offered by LGNA are considered by most accounting standards to be capitalized goods. Therefore, LGNA does not offer products and services through open market e-commerce platforms. LGNA does maintain web-based tools for Dealers and Key Account through work tools, parts and services may be ordered electronically. However, these not considered "e-commerce" or "e-procurement" applications.</p>

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>LGNA offers product and service training several times a month in it's Katy, Texas training facility. There is no charge for this training to LGNA Dealers, Key Accounts or Sourcewell participating entities. The class participants are responsible for their own travel, lodging and meals while attending the course. The typical course length is three days and class sizes are limited.</p> <p>LGNA provides machine installation and hand off training for every machine delivered to a Sourcewell procuring entity. This training may be conducted by LGNA personnel or by LGNA dealer personnel and is orientation and familiarization with controls and operator level preventative maintenance checks and services.</p> <p>LGNA can provide onsite service training to Sourcewell participating entities for up to 10 technicians at a time. The cost of a 1 day/8 hour course is \$2,500. A 3 day/24 hour course is \$6,000. Training of additional technicians or longer sessions can be priced on request.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>LGNA is pleased to offer Sourcewell participating entities the LiuGong 856H-E Battery Electric Wheel Loader. The 856H-E has been sold globally by LiuGong for two years. There are over 2,500 units in service. The machine runs on a LFP battery with 350kWh of storage and 580V of operating power. The machine weighs approximately 44,000 pounds and has a full turn tipping load of nearly 32,000 pounds. LGNA will display and launch this machine into North America at ConExpo in Las Vegas in March 2023. Read more about this machine in the global procure included as Marketing Plan, Exhibit C; 856H-E Global Brochure.</p> <p>LGNA has an agreement in the United States, Canada and the European Union with TopCon to provide telemetric data off LiuGong machines to end use customers. All models of machines offered by LGNA in this bid respond are fitted with a TopCon telematics system. The data on this system is accessed with TopCon Tierra. Topcon Tierra is a powerful web application that increases control and visibility of Sourcewell participating entities' LGNA machines with a set of specific reports about their status, maintenance and remote diagnostics. Sourcewell participating entities can easily avoid risks like unauthorized use of assets, theft, unscheduled jobs and unexpected movement. This powerful device provides localization features and data logger capabilities with worldwide coverage (GPRS, 3G, CDMA). Through a user-friendly web-based application, Sourcewell participating entities can retrieve all the information needed about their assets. The initial Topcon subscription term is 3 years. Sourcewell participating entities can purchase additional subscription years from LGNA at any time. A TopCon Tierra brochure is included as Additional Documents, Exhibit A, TopCon Tierra Brochure.</p> <p>LGNA works with the Canadian based manufacturer GRYB to provide e-Track SCALE-PRO front loader scales. These scales can be fitted at time of machine purchase or as an aftermarket attachment. The scales have a margin of error of less than 1%. These units feature a large, easy to read touchscreen interface and can be augmented by a thermal ticket printer. Pricing for these scales is included in the work tools section of LGNA pricing proposal. A brochure on this product is included as Additional Documents; Exhibit B; E-Track SCALE-PRO Brochure.</p> <p>LGNA has developed ground control interface solutions with Trimble, TopCon and Leica. These systems can be fitted to LGNA's "F" series of excavators and "HV" series of wheel loaders as either 2D or 3D solutions. LGNA does not market these products directly. Sourcewell participating entities wishing to install these systems should contact their local Trimble, TopCon or Leica distributors.</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>LiuGong is one of the world's foremost producers of Battery Electric Vehicles (BEV) and has entered into a contractual relationship with CATL for the production of batteries. CATL is a leading manufacturer of lithium-ion batteries for Telsa and now LiuGong. In this proposal response, LGNA is pleased to offer the 856H-E Battery Electric Wheel Loader to Sourcewell participating entities. Details of this product are included as Marketing Plan; Exhibit C. The 856H-E is featured in LGNA's newest video which can be viewed here: https://youtu.be/cCtgYG-UrnQ</p> <p>LiuGong produces (BEVs) in nine different product groups ranging from Mobile Elevating Work Platform and Fork Trucks to a range of excavators and wheel loaders, a vibratory roller, motor grader and rigid frame mining trucks. BEV have no greenhouse gas emissions, eliminates petrochemical products needed for lubrication in engines and transmissions, and dramatically reduces noise emissions.</p> <p>LGNA is working with Cummins to move Tier IV Final products sold in North America to Stage V/Tier 4 Final products. A requirement in Europe, Stage V engines are not required in the United States or Canada but they offer up to 20% reductions in fuel consumption. Stage V engines emit 25% less particulate matter and 75% less NOx than Tier IV engines. The LiuGong "F" series of excavators and "HV" series of wheel loaders come standard with Stage 5/Tier IV Final engines. By 2025 all excavators and wheel loaders sold by LGNA will be fitted with Stage 5/Tier IV Final engines. A video produced by Cummins outlining the differences between Tier IV Final and Stage V engines can be found at: https://www.youtube.com/watch?v=yxyz6VVH4C4</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>LiuGong is one of the world's foremost producers of Battery Electric Vehicles (BEV) and has entered into a contractual relationship with CATL for the production of batteries. CATL is a leading manufacturer of lithium-ion batteries for Telsa and now LiuGong. In this proposal response, LGNA is pleased to offer the 856H-E Battery Electric Wheel Loader to Sourcewell participating entities. Details of this product are included as Marketing Plan; Exhibit C. The 856H-E is featured in LGNA's newest video which can be viewed here: https://youtu.be/cCtgYG-UrnQ</p> <p>LiuGong produces (BEVs) in nine different product groups ranging from Mobile Elevating Work Platform and Fork Trucks to a range of excavators and wheel loaders, a vibratory roller, motor grader and rigid frame mining trucks. BEV have no greenhouse gas emissions, eliminates petrochemical products needed for lubrication in engines and transmissions, and dramatically reduces noise emissions.</p> <p>LGNA is working with Cummins to move Tier IV Final products sold in North America to Stage V/Tier 4 Final products. A requirement in Europe, Stage V engines are not required in the United States or Canada but they offer up to 20% reductions in fuel consumption. Stage V engines emit 25% less particulate matter and 75% less NOx than Tier IV engines. The LiuGong "F" series of excavators and "HV" series of wheel loaders come standard with Stage 5/Tier IV Final engines. By 2025 all excavators and wheel loaders sold by LGNA will be fitted with Stage 5/Tier IV Final engines. A video produced by Cummins outlining the differences between Tier IV Final and Stage V engines can be found at: https://www.youtube.com/watch?v=yxyz6VVH4C4</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.	N/A LGNA is a wholly owned subsidiary of a publicly traded entity.

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>LGNA's Strategy is depicted in a single infographic which is included as Financial Strength & Stability Exhibit G Built to Outlast Strategic Infographic. LGNA's rapid growth in the United States and Canada is predicated on our Corporate values and to the cardinal points and pillars outlined in our Strategic Infographic. LGNA has the strength of one of the world's oldest and largest construction equipment manufacturer's backing combine with the agility, enthusiasm and entrepreneurial spirit of a young startup company. LGNA is committed and on ensuring win-win-win relationships. Win for the customer, win for the dealer and win for LiuGong is the only path to long term sustainable growth. LGNA's participation in the Sourcewell bid process reinforces this win-win-win philosophy. The Sourcewell participating entity is winning by getting a high quality, reliable and globally sustainable product. The dealer is winning by getting to serve a market segment which serves its local community. LiuGong North America is winning by being a good corporate citizen and providing reliable cost effective solutions to Sourcewell participating entities.</p> <p>LGNA is committed to providing its customers with everything they need and nothing they don't. Our machines come equipped with standard features and options that make our customers more efficient and effective. Many of LGNA's competitors charge extra for features that are standard on LGNA machines.</p> <p>LGNA sells machines that are globally sustainable with Cummins engines, ZF transmissions, Kawasaki pumps and Rexroth hydraulic components. These companies are global partners with LiuGong and use proven technologies that are globally sustainable. Therefore, LGNA customers are not solely reliant on LGNA for parts and service support. LGNA customers can also rely on the distribution channels of our partners for support if necessary. LGNA customers also receive the benefit of training and services that is not available from vertically integrated competitors in the marketplace.</p> <p>People make the difference in any team and in any organization. While this may be LGNA's first Sourcewell RFP response, the LGNA Senior Management Team has decades of experience servicing governmental and educational entities worldwide. LGNA's President, Andrew Ryan, spent 17 years with Caterpillar including roles as the Equipment Training Solutions Manager and Global Rental Manager where he served public and private sector customers. LGNA's Senior Vice-President of Strategy and Customer Solutions, Chris Saucedo spent 15 years with JCB. From 2005 to 2015, Mr. Saucedo led JCB's Global Government and Defense business unit which sold construction equipment to over 45 countries worldwide. Mr. Saucedo's team also earned two US Congressional Programs of Record with the United States Department of Defense for the High Mobility Engineer Excavator Type 1 (HMEE-1) and for the Light Capacity Rough Terrain Forklift (LCRTF). Michel Marchand, LGNA's Vice-President of Sales, is a Canadian citizen. Prior to joining LGNA, Mr. Marchand was the Vice-President of CNH Industrial, Construction Equipment responsible for both the Case and New Holland construction equipment brands in North America. In this role, Mr. Marchand's team earned several federal and governmental contracts including a Sourcewell contract for construction equipment. Jose Westin recently joined LGNA as the Director of Dealer Operations Development. Prior to joining LGNA, Mr. Westin spent 15 years with Caterpillar most recently as the Service Operations Manager – Americas. LGNA's leadership team understands the unique product and service requirements of the Sourcewell participating entities and has the depth of knowledge and understanding of how to support these entities via a direct vendor delivery model.</p> <p>Finally, LGNA focus on customers is what truly set us apart from our competitors in the marketplace and is a significant contributor to LGNA's rapid growth in the North American marketplace. Our largest customers often comment that they switched to LiuGong because of the service they receive from LGNA and its dealers. LGNA is not a hegemonic corporate entity that treats customers like cattle. LGNA and its dealers are focused on customer satisfaction and engagement. For LGNA every customer is #1. The mindset of the company is to continuous improve in every aspect of our business. LGNA understands that we must earn business every single day and that only through focus on the customer needs can we become the brand of brand of choice for our customers.</p> <p>LGNA hosted the opening reception of the 2023 Association of Equipment Distributors annual convention in January. As part of that reception, LGNA asked some of its dealers to state in their own words what make LiuGong unique. You can see that video now on the LiuGong North America website. Paste this address into your browser: https://youtu.be/cCtgYG-UmQ.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
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46	Do your warranties cover all products, parts, and labor?	<p>LGNA is pleased to offer a 3 year/4,000 (Xtracare) hour full machine and 5 year/7,000 (Xtracare+) powertrain limited liability warranty on all diesel-powered machines offered in this proposal. These warranties cover all products, parts and labor for items produced by or incorporated into LiuGong/Dressta products.</p> <p>LGNA offers a 5 year/10,000 hour full machine limited liability warranty on the Battery Electric Wheel Loader product offered in this proposal.</p> <p>Work tools, attachments and implements manufactured by entities other than LiuGong/Dressta have a 1 year/2000 hour limited liability warranty.</p> <p>If a third-party manufacturer's warranty exceeds any warranty offered by LGNA, LGNA passes this warranty through to the Sourcewell Participating entity.</p> <p>All warranties offered by LGNA may be transferred from the Sourcewell participating entity to a subsequent owner during the warranty period. There is no limit to the number of transfers.</p> <p>LGNA also offers for purchase, additional warranty coverage periods and terms. The cost of these warranties are include in LGNA's service pricing matrix. Additional warranty may be purchased at the same time as the machine or may be purchased after the machine at any time during the Xtracare (3 Year/4,000 Hour) warranty coverage term/period.</p> <p>A copy of LGNA's Xtracare+ warranty certificate is included as Warranty Information; Exhibit B; LGNA Xtracare+ Warranty Certificate.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>LGNA does not impose usage restrictions or limitation by application that adversely affects coverage.</p> <p>LGNA does requires that all machines that have the 5-year 7000 hours XtraCare+ warranty complete fluid sampling for each fluid at its specified scheduled maintenance interval, not to exceed 500 hours between samples: engine oil, transmission/swing gearbox oil, hydraulic oil, and axle/final drive compartments. The results of the samples must be kept by the end user in the machine file for the duration of the warranty period. Complete oil sampling kits may be purchased from LGNA or any LGNA dealer. The kits are sent to a certified lab that will maintain the oil sample records on the customer's behalf. LGNA may request copies of the oil sampling reports for adjudication of claims.</p> <p>The following actions may reduce or void LGNA's Xtracare or Xtracare+ warranties:</p> <ul style="list-style-type: none"> A. Failure to maintain a machine in accordance with the most current operation and/or maintenance procedures will void the XtraCare and XtraCare+ warranty; B. Any alterations or modifications to the machine affecting function and/or any component after the initial Standard Warranty has been approved will void any XtraCare and XtraCare+ warranty coverage; C. Repairs performed to any covered component by other than an authorized LiuGong Dealer may void any XtraCare and XtraCare+ warranty coverage; D. Repairs performed to any covered component using other than genuine LiuGong parts may void XtraCare and XtraCare+ warranty coverage; E. Failure to react in a timely and/or appropriate manner once indications of a potential failure are noticed will void any XtraCare and XtraCare+ warranty coverage. (i.e. oil analysis indicates abnormal wear, etc.). <p>A copy of LGNA's Xtracare+ warranty certificate is included as Warranty Information; Exhibit B; LGNA Xtracare+ Warranty Certificate.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Yes, LGNA will accept two round trips of 75 miles each way (up to 300 miles total) to the machine to make the necessary warranty repairs at the established warranty mileage rate set between the Dealer and LGNA on an annual basis.</p> <p>For Sourcewell participating entities, LGNA at its sole discretion, may extend this limit to actual miles traveled so that a Sourcewell participating entity can receive warranty service work from a LGNA dealer or authorized service provider. LGNA uses a similar approach for LGNA Key Accounts.</p> <p>A copy of LGNA's 2023 Key Account incentive letter is included as Warranty Information; Exhibit A; LGNA 2023 Key Account Incentive Letter.</p> <p>A copy of LGNA's Warranty Policy is included as Warranty Information; Exhibit C; LGNA Warranty Policy.</p>

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?	LGNA has 159 dealer locations in the United States & Canada including locations in Hawaii, Alaska, Guam & Puerto Rico with over 850 service technicians. If a Sourcewell participating entity falls outside of a LGNA Dealer's Area of Primary responsibility, the LGNA Technical Solutions team will coordinate warranty repairs from the nearest LGNA Dealer, one of LGNA's contracted technical service providers or directly from LGNA's Technical Solution Team's master technicians. Upon request and for a fee, LGNA can certify Sourcewell participating entities to perform their own Level 2, light repair/replace, warranty service.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service claims for all Sourcewell participating entities who purchase machines from LGNA will be placed solely on LGNA per the terms of the warranty certificate. In most instances warranty service will be performed by a LGNA Dealer, LGNA authorized service provider or by the LGNA Technical Solutions team. These entities will file all claims on LGNA.	*
51	What are your proposed exchange and return programs and policies?	LGNA is proposing a direct vendor delivery structure for Sourcewell participating entities. Therefore, returns and exchanges will be managed in accordance with LGNA parts policies. LGNA will administer exchange and returns with Sourcewell participating entities similar to our dealers. All returned or exchanged items must have a Return Goods Authorization before the product is returned or exchanged. The RGA defines the term and condition of each transaction. A revision to LGNA's Parts Policy was announced in November and will go into effect on February 1, 2023. Returns are addressed in LGNA's Parts Policy on page 14. A copy of LGNA's New Parts Policy is included as Warranty Information; Exhibit D; LGNA Revised Parts Policy. The document is watermarked not for distribution because it does not go into effect until February 1, 2023.	*
52	Describe any service contract options for the items included in your proposal.	<p>LGNA can offer service maintenance contracts either directly; through a LGNA Dealer or from a LGNA authorized serving agent at additional cost. LGNA does not include any service contracting as part of its standard offering to its Dealers or Key Accounts; therefore has not included any service contracting in this proposal.</p> <p>LGNA will offer pricing for extended warranty beyond the 3 year/4,000 hours full machine and 5 year/7,000 powertrain Xtracare+ limited liability warranty included with machines offered in this proposal.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>LGNA can agree payment terms with Sourcewell participating entities at the time purchase a purchase order is placed and in accordance with the regulations of the procuring entity. LGNA prefers that payment terms do not exceed Net 60. Agreed payment terms will be listed on the LGNA invoice. If no payment term is listed on the invoices the term will be Net 25th Prox.</p> <p>LGNA accepts the methods of payment:</p> <p>Preferred Method: Bank Wire Accepted Method: Check</p> <p>Remit To: LiuGong Construction Machinery, 22220 Merchants Way, Suite 100, Katy, TX 77449 Wire Payment to Account Name: LiuGong Construction Machinery N.A. LLC Company EIN: 26-1697225</p> <p>Bank Name: BCNY Bank Address: 1045 Avenue of the Americas New York, NY 10018 Account Number: 01021817 Routing Number: 026003269 International SWIFT (BIC): BKCHUS33</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>LGNA has a branded agreement as LiuGong Finance with Mitsubishi HC Capital North America. Under this agreement, LGNA can offer financing options and municipal leasing products. A sample of the governmental non-appropriations addendum is included at Pricing; Exhibit C; Non-Appropriations Addendum. A sample of Master Schedule used for Governmental Leasing is included as Pricing; Exhibit D; Schedule. A sample of the master lease agreement is included as Pricing; Exhibit E; Master Lease Agreement.</p> <p>MHCCNA has provided LGNA a program reference letter. Our relationship has grown from zero in May of 2020 to over \$100M financed. A copy of this reference letter is included as Financial Strength and Stability; Exhibit H; MHCCNA Reference Letter.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>LGNA has designed an equipment ordering tool specifically for Sourcewell to be utilized in the event of a contract award, see the attachment example LGNA Quote Tool master - Sourcewell. In the event of intent to purchase and upon completion of the order through our LGNA tool the customer would send the order to the appropriate contact as listed. Upon receipt of the order, LGNA would place this information into our SAP / ERP system and initiate what we call the make-ready process. This process ensures the machine is in the appropriate condition and meets the terms described in the Sourcewell Contract for delivery. At this time LGNA will generate the Sales Invoice, and Release Authorization, see the attachments Sales Invoice Example and Release Authorization Example. With the completion of this documentation, and both a dealer and customer notification, an authorized, LGNA carrier will be dispatched to load and deliver the equipment.</p> <p>As LGNA is proposing a direct vendor delivery model to be directly managed by LGNA the purchasing process described will be entirely handled by our North American Headquarters. During the process described above and at the time of invoice creation, the appropriate servicing dealer will be contacted and notified of the sale. A servicing dealer will accompany the equipment and perform a machine handoff and warranty certification, see the attachment Warranty Registration. The servicing dealer may also conduct equipment walk around, and training at this time to ensure customer safety and satisfaction.</p>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>LGNA does not currently accept the P-card procurement and payment process. At this time LGNA only accepts Bank Wires and Checks as preferred methods of payment.</p>

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>LGNA normally publishes pricing to its dealers twice per year. New products are added to the price list after they are launched in the marketplace. For example, in March of 2023 the largest Construction Equipment trade show in the Americas, ConExpo will take place in Las Vegas. ConExpo occurs every three years and is a forum by which the industry introduces new products and solutions. LGNA will launch 8 new products at ConExpo. Therefore, an interim price list, including the new models will be published by LGNA in April of 2023. LGNA includes a suggested list price on all of its pricing worksheets. There are two price lists, one price list for the United States and one for Canada. If awarded a Sourcewell contract, LGNA will update its Sourcewell price lists in conjunction with dealer price updates. A copy of the LGNA 2023 Price Announcement is included as Pricing; Exhibit A; LGNA 2023 Price Announcement.</p> <p>LGNA is proposing a percentage of discount from suggested list price by product. For whole goods, the discount ranges from 88% to 35%. For work tools and attachments the discount ranges from 15% to 27%. For extended warranty the discount is 10%. Parts sold directly to Sourcewell participating entities from LGNA will be at the Emergency Order service and price level which is approximately list less 26%. For purposes of evaluations, LGNA has presented US pricing. The discounting percentages by model do not change between US & Canadian pricing.</p> <p>A table reflecting LGNA product nomenclature, material number, general description, list price, Sourcewell discount percentage and Sourcewell price is included as Pricing, Exhibit B; LGNA Sourcewell Pricing File January 2023.</p>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>LGNA is proposing a percentage of discount from suggested list price by product. For whole goods, the discount ranges from 88% to 35%. For work tools and attachments the discount ranges from 15% to 27%. For extended warranty the discount is 10%. Parts sold directly to Sourcewell participating entities from LGNA will be at the Emergency Order service and price level which is approximately list less 26%.</p>
59	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Predicated RFP, Section E, LGNA has proposed volume pricing. LGNA believes the pricing in this RFP response reflects a best value to government pricing approach. LGNA does not offer discounts or rebates based on unit quantity or volume.</p>
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>LGNA will price sourced products on request providing a complete breakdown of cost and margin build up factors. There are simply too many cost and price variables to make any other response to this query. LGNA will always strive to provide the best value to government when prices are requested from Sourcewell participating entities.</p>

61	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>LGNA has included the cost of pre-delivery inspections, installation, set up, and machine handoff for all machine's pricing submitted in this response.</p> <p>In the Continental United States, freight for machines to a Sourcewell participating entity's point of initial use is included in the proposed pricing</p> <p>For locations outside of the Continental United States (i.e Alaska, Hawaii, US Territories & Canada) LGNA pays for freight to the point of embarkation or exportation inside the Continental United States. The purchasing entity is responsible for freight from the point of embarkation to its point of initial use.</p> <p>Canadian purchasers are responsible for the importation and customs brokerage of their machine purchases into Canada. This includes the arrangement of a bonded freight carrier to load and deliver the equipment in conjunction with the purchaser's customs brokerage agency. Therefore, Canadian purchasers are responsible for but not limited to, brokerage fees, taxes, and other costs associated with the importation of equipment into Canada.</p> <p>For work tools and attachments not purchased and installed on a machine, the Sourcewell procuring entity is responsible for all freight and if applicable, importation costs from the LGNA-authorized distribution facility to the point of initial use or installation. Responsibility for the installation of work tools or attachments procured separately from a machine resides with the Sourcewell procuring entity.</p> <p>LGNA has not included the cost of acquisition or installation of a charging station for the 856H-E Battery Electric Wheel Loader in its price proposal. Charging station capacity and cost vary greatly and are best determined by the procuring entity's worksite requirements. LGNA will price charging stations on request from procuring entities.</p>	*
62	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>LGNA from time to time applies surcharges to machines to offset the variability of freight rates. Currently, LGNA applies a 3% surcharge to all machines to offset freight costs.</p> <p>Upon request from the Sourcewell procuring entity, LGNA will arrange freight and transportation for whole goods, work tools and attachments that are not covered by LGNA's proposed pricing. If LGNA arranges freight, the cost to the Sourcewell procuring entity will be cost plus 10%.</p>	*
63	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>LGNA currently offers factory direct FOB incoterm shipping directly to customers in Alaska, Hawaii, and Canada. This consequently results in reduced overall freight cost and subsequently a lower purchasing price for customers who fall into these territories when the option to purchase FOB is utilized. Additionally, LGNA is not restricted to the locations listed in this response and can provide factory direct FOB incoterm shipping directly to any offshore location or territory. There are also inland shipping programs available for Alaska from the Contiguous United States under DAP and CPT Incoterms.</p>	*
64	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>LGNA currently offers factory direct FOB incoterm shipping directly to customers in Alaska, Hawaii, and Canada. This consequently results in reduced overall freight cost and subsequently a lower purchasing price for customers who fall into these territories when the option to purchase FOB is utilized. Additionally, LGNA is not restricted to the locations listed in this response and can provide factory direct FOB incoterm shipping directly to any offshore location or territory. There are also inland shipping programs available for Alaska from the Contiguous United States under DAP and CPT Incoterms.</p>	*

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.	This is LGNA first time responding to a Sourcewell RFP. Until now, LGNA dealers responded to government procurements with LGNA's support. LGNA believes that the pricing offered in this proposal represents a best value to government approach.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>LGNA understands that a Sourcewell Contract Award is an indefinite delivery, indefinite quantity style contract in which LGNA will have to earn opportunities from participating entities. Therefore, LGNA has established an integrated team from sales, service, parts, and finance focused on serving Sourcewell participating entities. LGNA will operate a direct vendor delivery style program for Sourcewell participating entities that will leverage LGNA's rapidly growing North American dealer network. The sales process for Sourcewell participating entities will parallel the processes which are already in place for LGNA's Corporate Key Accounts.</p> <p>In anticipation of a contract award, we will self-audit utilizing multiple processes and programs, for example. LGNA will identify Sourcewell transactions for participating entities with our SAP / ERP systems in place, along with the utilization of machine registrations from our DMS / One LiuGong systems. This will ensure that all Sourcewell participating entities receive the appropriate pricing and that administrative fees are properly assessed. Through these systems, LGNA will report all sales under the Sourcewell Contract each quarter.</p>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	LGNA's success with the Sourcewell contract will be determined by our success at the dealer level and not the manufacturing level. Examples of internal metrics that will be tracked include revenue growth, number of units sold vs opportunities, and profitability. In addition to these examples, LGNA will measure success through feedback from our dealers and customer satisfaction. A portion of dealer and customer satisfaction will be measured through LGNA's Achieving Collaboratively Customer Expectations Solutions and Success (ACCESS) Initiative which can be found in the attached document.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	LGNA proposes 2% of total sales as an administrative fee paid directly to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>For this proposal, LGNA is offering four separate product groups, Roller, Wheel Loader, Excavator, and Dozer. In addition to these product groups, LGNA is also offering a Battery Electric Vehicle (BEV) in the Wheel Loader category. A detailed description of these machines can be found in Marketing Plan Samples; Exhibits B - N; Spec Sheet & Brochures. A detailed product configuration can also be found in Pricing; Exhibit B; Pricing and Delivery - Product Model Table.</p> <p>LGNA is also offering a multitude of Work Tools & Attachments for all Wheel Loader and Excavator product groups and equipment. A detailed description of these Work Tools & Attachments can be found in Pricing; Exhibit B; Pricing and Delivery – Product Model Table.</p> <p>In addition, LGNA is offering a best-in-class industry-leading Full Machine Warranty for all product groups ranging from 4 Year / 6,000 Hours – 5 Year / 10,000 Hours. A detailed description of these Full Machine Warranty can be found in Marketing Plan Samples; Exhibit B; Pricing and Delivery – Product Model Table.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	LGNA interprets this as a statement to include products such as Pipe Layers, High Reach Demolition Machines, Material Handlers, etc. Although LGNA can offer these subcategories of solutions from our product portfolio we have not included them in this RFP.

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

Table 14C: Required Offering of Equipment

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

Line Item	Category or Type	Offered *	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	LiuGong Model 877H, 315 net horsepower
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	LiuGong Model 926F; 196 Net Horsepower
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - PRICING AND DELIVERY EXHIBITS A - E.zip - Tuesday January 17, 2023 13:07:06
 - [Financial Strength and Stability](#) - FINANCIAL STRENGTH & STABILITY EXHIBITS A - H.zip - Tuesday January 17, 2023 13:38:11
 - [Marketing Plan/Samples](#) - MARKETING PLAN EXHIBITS A - P.zip - Tuesday January 17, 2023 09:02:03
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - WARRANTY INFORMATION EXHIBITS A - E.zip - Tuesday January 17, 2023 09:01:41
 - [Standard Transaction Document Samples](#) - STANDARD TRANSACTION DOCUMENT SAMPLES EXHIBITS A - E.zip - Tuesday January 17, 2023 09:01:29
 - [Upload Additional Document](#) - ADDITIONAL DOCUMENTS EXHIBITS A - B.zip - Tuesday January 17, 2023 09:01:15

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. - Christopher Saucedo, Senior Vice-President Strategy & Customer Solutions, LiuGong Construction Machinery NA, LLC

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP_011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1