



Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Liebherr-America, Inc., DBA Liebherr USA, Co.**, 4800 Chestnut Avenue, Newport News, VA 23607 (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's Warranty Certificate for the Equipment sets forth the sole and exclusive warranties applicable to the Equipment and the sole and exclusive remedies for any breach thereof. Supplier expressly disclaims all other representations and warranties. 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. Supplier currently utilizes dealers to sell Equipment, Products and Services to Participating Entities under this Agreement. These dealers are independently owned and operated, and, notwithstanding anything to the contrary, Supplier shall not be bound by any agreement made by any dealer or be responsible for any act, omission or liability of any dealer.

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 mutual agreement of the Participating Entity and Supplier.

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

A. Subject to the terms and conditions of this Contract, Supplier shall indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, brought by a third party for bodily injury or damage to physical property to the extent caused by any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees. Notwithstanding the foregoing or anything to the contrary in this Contract, Supplier shall have no liability to Sourcewell or any Participating Entity for any claim or cause of action to the extent caused by the negligence of Sourcewell or any Participating Entity. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

B. SUBJECT TO SECTION 11.C below, (a) IN NO EVENT WILL SUPPLIER, THE MANUFACTURER OF THE EQUIPMENT OR PRODUCTS, ITS COMPONENT SUPPLIERS, NOR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, OR AGENTS (THE "SUPPLIER PARTIES"), BE LIABLE FOR ANY LOSS OF PROFITS, OR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, , AND (b) THE MAXIMUM AGGREGATE LIABILITY, IF ANY, OF THE SUPPLIER PARTIES FOR ALL DIRECT DAMAGES, WITH RESPECT TO ANY EQUIPMENT, PRODUCTS OR SERVICES, IS LIMITED TO AN AMOUNT NOT TO EXCEED THE PRICE OF THE PARTICULAR EQUIPMENT, PRODUCTS OR SERVICES.

C. THE LIMITATIONS IN SECTION 11.B SHALL NOT APPLY TO ANY THIRD-PARTY CLAIM FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY THAT IS SUBJECT TO INDEMNIFICATION BY SUPPLIER UNDER SECTION 11.A.

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.

5. *Indemnity for Infringement.* Supplier shall defend, at its own expense, any claim or suit brought by a third party against Sourcewell or any Participating Entity (as applicable, the “indemnified party”) based upon a claim of infringement of a United States patent or copyright resulting from the sale or use of the Equipment and shall pay all costs, settlements or damages finally awarded as a result of such claim or suit. If such a suit is brought by a third party against an indemnified party based upon a claim of infringement of a United States patent or copyright resulting from the sale or use of any Goods, the indemnified party will immediately notify Supplier of any such claim or suit; allow Supplier and its affiliates exclusive control over the defense and/or settlement of any such claim or suit, and cooperate with Supplier and its affiliates in the defense and/or settlement of any such claim or suit. In the event a final judgment is obtained against the indemnified party’s use of any Equipment, Liebherr and its affiliates may, at their option and expense, obtain the right to continued use, substitute substantially equivalent noninfringing goods, or take back any infringing Equipment in the indemnified party’s possession and refund the purchase price less a reasonable charge for use. Neither Supplier nor its affiliates will have any liability or obligation to the indemnified party for any settlement or compromise of any suit or claim made without Supplier’s express written consent or for any infringement claim or suit to the extent based upon the use of the Equipment in connection with or in combination with any equipment, devices or software not supplied by Supplier or its affiliates, or use of the Equipment in a manner other than as specified in Liebherr’s or its affiliates’ operations manual. **THE FOREGOING STATES SUPPLIER’S AND ITS AFFILIATES’ ENTIRE LIABILITY FOR PATENT AND COPYRIGHT INFRINGEMENT CLAIMS BASED UPON THE SALE OR USE OF THE EQUIPMENT.**

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 on a CG 20 10 12 19 form (or equivalent) with respect to liability for third party tort claims for bodily injury or damage to tangible property to the extent caused by Supplier's negligent acts or omissions arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier.

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. No Participating Entity shall use any federal funds to access Supplier's Equipment, Products or Services without first obtaining Supplier's prior written agreement through a Participating Addendum negotiated by Supplier and the applicable Participating Entity. The following clauses A through T shall apply only to the extent included in the applicable Participating Addendum.

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.

23. USE OF EQUIPMENT DATA

Supplier Equipment incorporates technology that records, analyzes and transmits data regarding the Equipment, including, without limitation, its use and activity. Supplier and its affiliates may collect and utilize such data to provide services to a Participating Entity, to monitor and support the Equipment, and to support Supplier's and its affiliates' product improvement and development efforts. Each Participating Entity expressly agrees that Supplier and its affiliates may use, store, manipulate and/or aggregate such data as Supplier and its affiliates may elect, provided that neither Liebherr nor any of its affiliates discloses such data to third parties in a manner that would allow a third party to identify the Participating Entity.

Sourcewell

Liebherr-America, Inc., DBA Liebherr USA, Co.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 5/12/2023 | 9:04 AM CDT

DocuSigned by:
Kai Friedrich
By: FB3CBC30263C468...
Kai Friedrich
Title: Managing Director
Date: 5/17/2023 | 8:56 AM EDT

Approved:

DocuSigned by:
Chad Coquette
By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 5/17/2023 | 8:28 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Liebherr USA, Co.
4800 Chestnut Ave
Address: Newport News, VA 23607
Contact: Robert Klima
Email: robert.klima@liebherr.com
Phone: 757-240-4250
HST#:

Submission Details

Created On: Sunday November 20, 2022 17:01:08
Submitted On: Tuesday January 17, 2023 11:53:35
Submitted By: Robert Klima
Email: robert.klima@liebherr.com
Transaction #: f24b4ebe-c08f-4c46-a684-70605a87fb3c
Submitter's IP Address: 104.129.198.149

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Liebherr-America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Earthmoving and Material Handling Technology
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Liebherr USA, Co.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	EK1JQF49PPG9
5	Proposer Physical Address:	4800 Chestnut Ave Newport News, VA 23607
6	Proposer website address (or addresses):	www.liebherr.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):	Kai Friedrich Managing Director 4800 Chestnut Ave Newport News, VA, 23607 kai.friedrich@liebherr.com +1 (757) 928 8719
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Klima National Account Manager 4800 Chestnut Ave Newport News, VA, 23607 robert.klima@liebherr.com (757) 784-7672
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

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>Liebherr was founded in 1949 by Hans Liebherr and to this day - even though grown to an approx. \$14 billion company with approx. 50,000 employees - is fully owned by the Liebherr family. A value-oriented corporate culture ensures strong team spirit and a trusting relationship with partners and customers. The family shareholders are aware of their entrepreneurial responsibility. Long-term success and sustainability form the basis for the sound ongoing development of the company. Job security and preserving integrity as business partners are important business directives.</p> <p>Thanks to the high equity ratio and a diversified product portfolio, Liebherr is able to cover market-related economic fluctuations. To ensure long-term and forward-looking success, profits are reinvested and remain in the company. Apart from responsible management, this solid financial basis also secures the future of the company and jobs.</p>
11	What are your company's expectations in the event of an award?	Liebherr recognizes the need for a streamlined approach to customers in the governmental and related sectors. While certain Liebherr dealers already have a separate sales channel for beforementioned customers and partners, being awarded a contract will help to even improve the processes in sales and service.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Liebherr, established in 1949, is a fully privately held company with all shares belonging to the Liebherr family. The total revenue in 2021 was EUR 11.64 billion (USD 13.19 billion). For detailed data please see the attached 2021 annual report (page 68 and following; the 2022 annual report can be found online on www.liebherr.com within the next weeks).
13	What is your US market share for the solutions that you are proposing?	Liebherr's market share varies between the different machines proposed. The average market share is in the 5% range.
14	What is your Canadian market share for the solutions that you are proposing?	Liebherr will not offer equipment for the Canadian market under this contract
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	Liebherr is a manufacturer that also operates company owned stores in certain areas of the USA and has an independently owned sales and service network in other geographic areas. Employees of the company owned stores (Liebherr Equipment Source) are Liebherr employees. Employees of the independently owned sales and service network are third party employees. The independently owned sales and service network consists out of multiple dealers under different ownership. All dealers operate under a standardized dealer contract with Liebherr. The dealer contract includes performance requirements for both the sales and service side of the business (e.g. parts stocking, technician training and such).
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.	Liebherr-America, Inc. was founded in July of 1970. Liebherr-America, Inc. is in good standing with the VA State Corporate Commission (Entity ID:01285154) and holds various licenses and certifications. Copies of any certifications required to do business with Liebherr or any Liebherr dealers can be requested through Liebherr National Accounts Management, Robert Klima.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 AED Foundation Partner Award ("First presented in 2017, the award recognizes the distinguished service of a manufacturer or service provider that has offered significant contributions to the professional education goals of the AED Foundation.")</p> <p>2020 Samoter Innovation Award in the wheel loader category for active personnel detection, an assistance system for Liebherr wheel loaders ("This assistance system increases safety during wheel loader operation by automatically warning on the display and using acoustic signals of dangers in the rear area. A special feature of this system is that it independently differentiates between people and objects.")</p> <p>2022 VDBUM Award in the "Developments from Industry" category ("The German Association of Construction, Environmental and Mechanical Engineering (VDBUM) awarded active personnel detection with the 2022 VDBUM Award. Active personnel detection is an intelligent assistance system developed by Liebherr for the Group's wheel loaders")</p> <p>2021 Red Dot Award for the TA230 articulated dump truck ("Liebherr's new TA 230 Litronic articulated dump truck has won the Red Dot Award: Product Design 2021. The modern, coherent machine and design concept impressed the jury of international experts. [...] The Red Dot Award is considered to be one of the most important international awards in the field of design.")</p> <p>2022 Bauma Innovation Award in the climate protection category for the R 9XX H2 hydrogen excavator. ("Working on alternative drive solutions, Liebherr takes a technology-neutral approach. Hydrogen combustion engines are one technology being explored by the Group. The R 9XX H2, Liebherr's first hydrogen-powered crawler excavator, has now won the Bauma Innovation Award.")</p> <p>2021 ESTA Award of Excellence ("Liebherr was awarded in the safety category for the development of special WindSpeed Load Charts. These offer increased safety and more operating time when operating the crane in windy conditions.")</p> <p>2022 ESTA Award of Excellence ("The ESTA Awards are the highest distinction for the crane and heavy-lift industry. This year's award for the category "Safety" was won by the LR 1400 SX. A crawler crane from Liebherr-Werk Nenzing GmbH has thus secured an award two years in succession.")</p> <p>2021 iF Design Award ("The operating concept of LHStation and LHMobile won over the international jury in the "User Experience (UX)" category at the iF Design Awards 2021. Having nearly 10,000 entries from 52 countries to choose from, the jurors awarded this sought-after hallmark of excellence.")</p>
20	What percentage of your sales are to the governmental sector in the past three years	This is unknown. 95% of Liebherr's sales are through Liebherr's independently owned dealer network. Liebherr does not record sales to the governmental sector by their dealer (note: all Sourcwell related sales - if awarded a contract - will be recorded by Liebherr's National Account Group)
21	What percentage of your sales are to the education sector in the past three years	This is unknown. 95% of Liebherr's sales are through Liebherr's independently owned dealer network. Liebherr does not record sales to the governmental sector by their dealer (note: all Sourcwell related sales - if awarded a contract - will be recorded by Liebherr's National Account Group)
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?	Liebherr currently does not hold any state, provincial, or cooperative purchasing contracts. The majority of sales is done through Liebherr's dealer network and some of the dealers are holding those contracts (e.g. HGAC, BuyBoard). Some of Liebherr's dealers are already selling products to through Sourcwell, representing some complementary products. With participating in the current Sourcwell bid, Liebherr is aiming to make their product available to a wider range of customers.
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?	Numerous dealers are listed on GSA or like programs. It is unknown if any is directly related to Liebherr equipment. Liebherr does not have any records related to this

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 *	
Los Angeles County Sanitation District	David Bolderoff	562-908-4288 x 6054	*
County of Kern Waste Management Department	Chuck Magee	661-862-8915	*
City of San Diego	Burt Ewert	858-518-8067	*
Carson City Landfill	Allen Annett	775-230-4141	
City of Vineland – Cumberland County	PO Box 1508 Vineland, NJ 08362	856-794-4040	

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 *	
N/A	Government	Virginia - VA	Recycling / Waste Management	150000-350000	600000	*
N/A	Government	California - CA	Recycling / Waste Management	150000-500000	1000000	*
N/A	Government	Texas - TX	Recycling / Waste Management	900000	900000	*
N/A	Government	Ohio - OH	Recycling / Waste Management	850000	1700000	*
N/A	Government	Nevada - NV	Recycling / Waste Management	150000-400000	800000	*

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.	Liebherr's sales force is a mix of employees of Liebherr's sales advisors and regional sales managers, Liebherr Equipment Source employees and employees of Liebherr dealers. The total number of employees is approx. 450.	*
27	Dealer network or other distribution methods.	Liebherr operates a direct sales channel (Liebherr Equipment Source) in certain areas of the USA and an independently owned sales network in other areas. Within this bid, Liebherr will only bid on equipment that will be operated in the contiguous United States. Liebherr currently does not offer sales and service in Alaska, Hawaii or US territories.	*
28	Service force.	Liebherr's service force is a mix of employees of Liebherr's in house product support team consisting of the parts department and the dealer technical support team, Liebherr's field staff (District Service Managers), Liebherr Equipment Source support employees and dealer support employees. The total number of employees is approx. 1200.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All of Liebherr's dealers and the direct distribution channel employ very experienced sales personal with order processing personal in the background. Each independent dealer has their own ordering processing personal, the LES sales force utilizes Liebherr in-house sales administration In case Liebherr gets awarded a contract all Liebherr Sales Managers (direct contact for each dealer), dealer principals and sales managers, and all of LES' sales force will be informed. To ensure a smooth quoting and ordering process all quotes and orders will handled by Liebherr' National Account Management team in conjunction with the dealer or LES sales force.	*

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.	Liebherr provides service to their customers through different layers. The main contact for any customer is their local dealer. Every dealer is required to have technicians holding certifications on the equipment sold through the dealer (enforced through warranty reimbursements). At the same time the dealer is required to carry parts stock based on the machines in their territory (machine build specific). If the dealer service organization reaches their limit with a certain case, they can call the Liebherr operated dealer service hotline. The service hotline employees are highly trained specialists focusing on individual products. If a case cannot be resolved via the service hotline, Liebherr will deploy a District Service Representative to assist. The DSR also has the ability to communicate with the Service Hotline or the Factories. If at this point the issue still cannot be resolved, the factory will deploy a specialist that works with the DSR. Response time varies from dealer to dealer and the geographic region. In general Liebherr and their dealers will make every effort to resolve issues in the fastest way possible. This includes a high focus on dealer technician training, increased parts stock to offset supply chain issues and programs to hire qualified staff. A big advantage of Liebherr compared to other manufacturers is the very flat hierarchy within the company. Customers are able to escalate issues above the dealer level and request help from Liebherr directly. This only happens in rare cases (mainly when the dealer has exhausted their resources) but is a great tool for the customer to get issues resolved.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Liebherr operates a strong sales and service network in the contiguous United States. Liebherr currently does not offer sales and/or service in Alaska, Hawaii or US Territories. Liebherr sales and service network in the contiguous US consists out of a direct distribution channel (Liebherr Equipment Source) and independent dealers. Both, the Liebherr owned stores and independent dealer have certain performance requirements for sales and service (parts inventory, technician training etc.)	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Liebherr will not be servicing the Canadian market under this contract (if awarded)	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Alaska, Hawaii, US Territories, Canada	*
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?	Liebherr will service all Sourcewell participating entity sectors in the geographic area described above.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Liebherr will not be able to service the states of Alaska and Hawaii or any US Territories	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Most of Liebherr's dealers are aware of Sourcewell and may already participate with other/complementary brands they carry. Liebherr will inform all of their Regional Sales Manager, their Liebherr Equipment Source sales force, all dealer sales manager and dealer principals in case a contract is awarded to Liebherr. Liebherr's National Account Management team will put a high focus on working with Liebherr's Regional Sales Managers and the dealers to ensure they are aware of the contract.. Please see attached for a sample of our marketing materials. Further material can be found and downloaded on www.liebherr.com
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>With the growing use of technology and rapid dissemination of information, Liebherr USA utilizes a combination of internal and external digital platforms to inform our stakeholders of updated and reliable company and product information in real time. We use a combination of internal software including email and media databases as well as external social platforms such as Instagram, Facebook, LinkedIn, and YouTube to show local offerings, highlight new products and technology, and capture events such as Conexpo and various tradeshow. For further examples please see below:</p> <p>Internal software/marketing: Intranet - SharePoint Email/newsletter database (LiMail) Image/video database (LiMam) Liebherr brand portal</p> <p>External software/marketing: MyLiebherr Liebhershopusa SharePoint Teams Adobe creative cloud CRM system Social media - Instagram: @Liebherrusa - Facebook: @LiebherrConstruction - Linked In: @LiebherrEarthmovingEquipment</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?	Liebherr's expectation in the case of getting awarded a contract is to be promoted in the same way as other manufacturers that have been awarded a contract. Liebherr on their end will heavily promote a Sourcewell-awarded contract within their distribution network (please also see line item 36)
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.	Liebherr lists all their equipment specs and most of the available options in the form of digital brochures in their web portal. Due to the complexity of the different options Liebherr does not offer an e-procurement system to their customers but rather relies on their trained sales force.

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.	Liebherr and their dealers offer a machine familiarization for both operators and maintenance personal free of charge. Depending on the location and customer the machine familiarization is done by Liebherr direct or their dealers' personal. Depending on the customer's needs customized programs are offered for both machine operation and maintenance. Some of those programs are free of charge to the customer while other programs may require the customer to pay a fee. In general Liebherr makes every effort to ensure the customer and their operators and maintenance personal is familiar with the machine.
41	Describe any technological advances that your proposed products or services offer.	Liebherr has been known for being an industry leader in the construction equipment sector when it comes to machine performance and efficiency. In many applications Liebherr equipment has shown to outperform other manufacturers concepts. Some examples are Liebherr's industry leading drive train concepts with significant fuel savings over other concepts or operator assistance systems.
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.	Since Liebherr was founded in 1949, a major focus has been on building the most efficient machines available on the market. Liebherr's machine show impressive fuel savings of sometimes 30% or more compared to other similar size machines on the market. Besides focusing on building highly efficient machines, Liebherr has been and is and innovation driver in the segment of electric and other alternative drive train concepts. Liebherr has been offering electric drive train solutions for decades ranging from plug in machines to lately also fully battery powered solutions that are capable of working 8 hour shifts on single charge. Plug in machines have gained much in popularity with multiple customers in the United States and customer references can be provided upon request. Liebherr currently is working on several fully battery powered solutions ranging from wheel loaders, telescopic fork lifts, excavators and other equipment, however is not solely focused on battery powered equipment only. Other solutions currently in development and/or testing are Fuel Cells, HVO/eFuels, hydrogen combustion engines and others. Due to the current prototype and testing stage of the equipment, further details cannot be released.
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.	Liebherr's focus is wide spread when it comes to green/sustainability factors. Liebherr factories meet high standards in energy conservation starting with highly insulated buildings with best energy ratings. Green energy is used wherever possible. Certifications and awards Liebherr has received for their innovative concepts include the ESTA Award, SDEC Excellent Development Award, EcoVadis Medal for Sustainability, Bauma Innovation Award for Hydrogen Excavator, Intermat Innovation Award, Red Dot Award, and many more. A full list of awards including details can be found online on www.liebherr.com
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None directly, Unknown about dealer network business structures.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	With being a fully privately held company owned by the Liebherr family, Liebherr has a different approach in working with their customers and industry partners. Liebherr has a very flat hierarchy within the company to ensure short lines of communication and a close connection with their partners and customers. While Liebherr puts a high focus on customer based solutions, in some cases adjustments will have to be made at a later point. With its short lines of communication and the direct approach, Liebherr is very quick in responding to customers' needs. All solutions proposed to customers are state of the art and tailored to the customer's needs

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Liebherr offers different types of warranties with different terms and hour levels. The standard warranty for all machines offered for this contract is 60 months / 3,000 hours, whatever comes first. For details please refer to the attached warranty certificate
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Liebherr's warranty terms and conditions do not restrict machine usage in applications, however have certain limitations such as neglect or machine abuse. For details please refer to the attached warranty certificate
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Liebherr's general warranty terms and condition exclude travel time and mileage. Dealer territories vary considerably from state to state as do their policies about travel time and mileage during the warranty period.
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?	Liebherr is offering their products and services for the contiguous United States if awarded a contract. Liebherr currently only has limited service capabilities for areas outside the contiguous US.
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?	While Liebherr makes every effort to ensure a smooth operation of their equipment and third party options provided with it, Liebherr can not guarantee to cover warranty service for items made by other manufacturers. This mainly applies to third party attachments such as e.g. blades or buckets (if not Liebherr in house made components) but not to components installed in the base machine (e.g an alternator, non-Liebherr manufactured hydraulic pump or similar - those components are covered under the Liebherr warranty). For details of coverage please refer to the warranty certificate.
51	What are your proposed exchange and return programs and policies?	Liebherr warrants that upon delivery their products will be free from defects in material and workmanship and will operate as intended. If they are not, Liebherr will make any necessary corrections.
52	Describe any service contract options for the items included in your proposal.	Liebherr and their dealers offer customized maintenance and repair programs based on the customer's need. The programs range from a periodic maintenance program only to a full service contract (full maintenance and repair contract). Cost varies based on the type of contract and other factors.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Our dealers accept payment from members and their terms may vary. The most common term is net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Liebherr partners with industry leading financing partners. Rates may be subsidized and programs are released on a monthly basis.	*
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>Liebherr has a very simple and transparent ordering process between the customer, Liebherr dealer (or LES), and Liebherr corporate. The quote for the dealer including customer pricing will be furnished by Liebherr's National Account team. At this point the Sourcwell member is asked to provide their Sourcwell member number. From that point on the Sourcwell member number will be referenced on document such as the quote or - in case of an order - also the invoice.</p> <p>In case of a customer order the dealer will order the machine from Liebherr, delivers the machine and invoices it. Liebherr's National Account team keeps track of all quotes and invoices under the Sourcwell contract. All sales information will be sent to Sourcwell along with the administration fee on a quarterly basis (or as stated in the contract)</p> <p>Based on the order volume under the Sourcwell contract this process may change. Liebherr however will ensure to document all sales under the Sourcwell contract (since this is the first time Liebherr is responding to this request we want to ensure a very smooth process with all transactions and guide dealers as needed).</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Because of Liebherr dealers will be receiving payments directly from members, accepting P-card procurement will be at the dealers' discretion. Some dealers may have limitations on the amount that can be processed or may not be able to accept it at all.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model is based on complete build pricing. Machines quoted are based on Liebherr's standard build machines for various builds and application specific uses. This ensures a simple and straight forward process with - in most cases - shortened lead times. List pricing is shown at the bottom of the quote together with the Sourcwell member pricing.
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.	Discounts vary between the different products (discount range from 18% to 39%). To simplify the quotation process and to be transparent with the machine builds, different build spec machines were quoted with total pricing shown at the bottom (both, the list price and Sourcwell net purchasing price is shown).
59	Describe any quantity or volume discounts or rebate programs that you offer.	Liebherr offers a discount of 1% for an order of 5 or more machines. Additional discounts can be granted on a case by case basis and also at the dealer's discretion. Instead of discounts for larger quantities, Liebherr is providing low pricing upfront, independent from the order quantity.
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.	'Sourced' products for Liebherr would include certain buckets and attachments not available through Liebherr direct. We have agreements with attachment manufacturers to source as needed. Sourcwell pricing will vary depending on the attachment source but will usually be cost plus a handling fee. All attachments will be sold by the respective dealer. Depending on whether the attachment or option is sourced by the dealer or Liebherr, the handling fee will be at the dealer's discretion. Sourced items will be shown as separate line items on the invoice to the customer but may not be shown on the quarterly reports from Liebherr to Sourcwell. Any sourced items are excluded from the quarterly fee paid from Liebherr to Sourcwell
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight charges are not included. Please see #62 for details. PDI and assembly charges for the Liebherr manufactured part of the machines are included (exclusions apply for PR766, PR776, LH80, R956, R966). There may be additional charges for the installation of sourced items such as third party tires, fire suppression systems, certain attachments just to name a few examples. When a dealer issues a quote for a machine, any additional cost will be shown separately and is not subject to the Sourcwell discount and administration fee.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All machines are quoted FOB Newport News, VA. Freight charges will be quoted at the time of sale. For that purpose Liebherr will obtain (3) quotes from partnered trucking companies and transport the machine the most economical way. The customer has the option to make their own freight arrangements, this however may have a tax impact depending on the location and governing tax law.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Liebherr does not offer any equipment or services for the regions shown (the main reason is that Liebherr USA currently does not cover those areas)
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	Liebherr will rely on the processes already established within the National Accounts Management Structure. Similar to National Accounts, all Sourcewell member pricing differs from standard pricing (Sourcewell members get preferred pricing compared to other customers). Whenever pricing differs from a "standard" deal, the dealer (or LES) will reach out to either their Regional Sales Manager or the Liebherr National Accounts Team. Liebherr's National Accounts Team then furnishes the quote for the dealer including customer pricing. All pricing to the customer will be based on the pricing established under the Sourcewell contract with a possibility of increased discounts granted by Liebherr or their dealers (or LES). In case the dealer is requesting a quote for a Sourcewell member they are required to provide the Sourcewell member number with the quote request. That insures that Liebherr is kept in the loop on all quotes sent to Sourcewell members. In case a quote turns into an order Liebherr will record this together with all the order details including the member information. This information will be sent to Sourcewell on a quarterly basis together with the administrative fee.
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.	All dealers are required to report inquires and sales to Liebherr. The (2) main metrics that will be tracked is the conversion rate of quotes to sales and the total sales volume. Since this is the first year of Liebherr submitting a proposal further metrics will be added at a later point.
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.)	Liebherr is offering a 1.0% administrative fee to Sourcewell. The fee will be calculated based on all goods provided and manufactured by Liebherr. Any sourced items (whether sourced by Liebherr or the dealer), freight charges and assembly fees (if applicable) are excluded from the fee. The administrative fee is paid by Liebherr directly to Sourcewell and won't be shown as a line item on the quote and/or invoice to the customer.

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.	Liebherr is offering a wide variety of machines ranging from wheel loaders of different sizes, compact excavators to large mass excavators, wheeled excavators, dozers of different sizes, crawler loaders of different sizes, articulated dump trucks, and material handling machines of various sizes. The machines are offered with Liebherr standard equipment packages for different applications. In addition to the equipment offered, Liebherr's dealers may offer other services such as full maintenance programs, loaner/rental machines in case of a larger repair on the customer owned machine and such. Liebherr understands that each member's needs are specific to their application and is striving to provide the best solution for the customer.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Under the general heavy equipment category Liebherr is offering customized solutions with specific equipment packages for various applications. Examples are material handling (e.g. ship or barge unloading, scrap handling), waste transfer station specific machines, woodchip machines for power plants or composting applications.

Table 148: 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	Wheeled and tracked loaders
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	In addition Liebherr is offering specific material handling machines (this is its own machine category. Machines are related to excavators, however a different design and build optimized to handle material vs. excavating material)
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bulldozers and articulated dump trucks
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Technology or services for the offering in #71-75 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 14C: Required Offering of Equipment

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell_2023 Pricebook_011523.xlsx - Tuesday January 17, 2023 10:02:36
 - [Financial Strength and Stability](#) - annual-report-2021.pdf - Tuesday January 17, 2023 10:03:06
 - [Marketing Plan/Samples](#) - LUS EMT Brochure_2022 UPDATE.pdf - Tuesday January 17, 2023 10:05:04
 - [WMBE/MBE/SBE or Related Certificates](#) - certificates.pdf - Tuesday January 17, 2023 10:19:04
 - [Warranty Information](#) - Standard Warranty 5yr3000hrs 2022.pdf - Tuesday January 17, 2023 10:05:49
 - [Standard Transaction Document Samples](#) - transaction documents.pdf - Tuesday January 17, 2023 10:21:48
 - [Upload Additional Document](#) - LUS-LCE Dealer List.pdf - Tuesday January 17, 2023 10:25:20

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. - Kai Friedrich, Managing Director, Liebherr-America, Inc.

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

**AMENDMENT #1
TO
CONTRACT # 011723-LEB**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcwell** and **Liebherr-America, Inc., DBA Liebherr USA, Co.** (Supplier).

Sourcwell awarded a contract to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcwell and its Participating Entities, effective May 17, 2023, through April 14, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 8/7/2023 | 7:20 AM CDT

Approved:

DocuSigned by:
By: Chad Coquette
48BAF71B0894454...
Chad Coquette, Executive Director/CEO

Date: 8/7/2023 | 7:23 AM CDT

**Liebherr-America, Inc.,
DBA Liebherr USA, Co.**

DocuSigned by:
By: Kai Friedrich
FB3CBC30263C468...
Kai Friedrich

Title: Managing Director

Date: 8/7/2023 | 7:20 AM EDT