



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

SOURCEWELL – WASHINGTON PARTICIPATION AGREEMENT

Sourcewell Agreement No.: 011723-VCE

Contract Category: Heavy Construction Equipment

Awarded Contractor: Volvo Construction Equipment North
America, LLC

Washington Statewide Contract No.: 19622

This Participation Agreement (“Participation Agreement”) for the above referenced Sourcewell Cooperative Purchasing Agreement (“Sourcewell Agreement”) is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Volvo Construction Equipment North America, LLC, a Delaware Limited Liability Company, (“Contractor”) and is dated and effective as of April 1st, 2024.

RECITALS

- A. The Washington State Legislature created Enterprise Services to function, in part, as Washington State’s central procurement authority for goods and/or services and authorized Enterprise Services to enter into contracts on behalf of the State to provide goods and/or services for state agencies and other designated entities. See RCW 43.19.005 and 43.19.011; *see also*, RCW 39.26.050.
- B. The Washington State Legislature further authorized Enterprise Services, on behalf of the State of Washington, to participate in cooperative purchasing agreements with designated entities (e.g., other states engaged in public procurement for goods and/or services) to utilize their competitively solicited and awarded contracts to procure goods and/or services and to make such contracts available to Washington state agencies and designated eligible purchasers, to function as enterprise procurement solutions, consistent with terms and conditions set forth by Enterprise Services. See RCW 39.26.060.
- C. Sourcewell is a State of Minnesota local government unit and service cooperative created by the Minnesota legislature under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21). See Minn. Const. art. XII, sec. 3. Under its enabling statute, Sourcewell is authorized to provide cooperative purchasing services to eligible members. Minn. Stat. § 123A.21 Subd. 7(23). Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services (Sourcewell Agreements). Sourcewell Agreements are made available through the joint exercise of powers law to eligible agencies. Minn. Stat. § 471.59 (2019).

- D. Pursuant to an Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, Enterprise Services may participate in and authorize participation in competitively procured Sourcewell Agreements.
- E. The above-referenced Sourcewell Agreement is the result of a competitive solicitation process undertaken by Sourcewell.
- F. Enterprise Services timely provided public notice, through Washington’s Electronic Business Solutions (WEBS) system, of the competitive solicitation process conducted by Sourcewell.
- G. Sourcewell, as part of its competitive solicitation process, evaluated all responses to its procurement and identified Contractor as an apparent successful bidder and awarded the above-referenced Sourcewell Agreement to Contractor.
- H. Enterprise Services has determined that participating in this Sourcewell Agreement is in the best interest of the State of Washington.
- I. The purpose of this Participation Agreement is to enable eligible purchasers, as defined herein, to utilize the Sourcewell Agreement as conditioned by this Participation Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

- 1. TERM.** This Participating Agreement shall terminate upon: (a) expiration of the term set forth in the Cooperative Purchasing Agreement; (b) Contractor’s breach of any representation and warranty set forth in this Participating Agreement; or (c) written notice of termination for convenience by Enterprise Services, whichever first occurs. Termination of this Participating Agreement, however, shall not relieve any Purchasing Entity of its responsibility to pay for goods and/or services timely ordered by such Purchasing Entity and provided to Purchasing Entity by Contractor.
- 2. SCOPE.** This Participation Agreement covers the above-referenced contract category for the above-referenced Sourcewell Agreement with the above-referenced awarded Contractor.
- 3. PRICING.** Pricing shall be as specified in the above-referenced Sourcewell Agreement.
- 4. PARTICIPATION.** Pursuant to this Participation Agreement and the Interagency Joint Powers Agreement between Enterprise Services and Sourcewell, the above-referenced Sourcewell Agreement may be utilized by the following, each of which is an authorized eligible purchaser (“Purchaser”).
 - 4.1. **WASHINGTON STATE AGENCIES.** All Washington state agencies, departments, offices, divisions, boards, and commissions.
 - 4.2. **WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION.** Any the following specific institutions of higher education (colleges) in Washington:
 - State universities – i.e., University of Washington & Washington State University;
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University

- Evergreen State College;
 - Community colleges; and
 - Technical colleges.
- 4.3. **CONTRACT USAGE AGREEMENT PARTIES.** The Sourcewell Agreement also may be utilized by any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts, ports) in the State of Washington;
 - Federal governmental agencies or entities;
 - Public-benefit nonprofit corporations (i.e., public benefit nonprofit corporations as defined in RCW 24.03A.245 who receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.

By placing an order under this Participation Agreement, each Purchaser agrees to be bound by the terms and conditions of this Participation Agreement, including the Sourcewell Agreement. Each Purchaser is responsible for its compliance with such terms and conditions.

5. STATE OF WASHINGTON MODIFICATIONS OR ADDITIONS TO THE SOURCEWELL AGREEMENT.

- 5.1. **WASHINGTON'S ELECTRONIC BUSINESS SOLUTIONS (WEBS) SYSTEM.** Within seven (7) days of execution of this Participation Agreement, Contractor shall register in the Washington State Department of Enterprise Services' Electronic Business Solutions (WEBS) System at [WEBS](#). Contractor shall ensure that all of its information therein is current and accurate and that, throughout the term of the Sourcewell Agreement, Contractor shall maintain an accurate profile in WEBS.
- 5.2. **WASHINGTON'S STATEWIDE PAYEE DESK.** To be paid for contract sales, Contractor must register with Washington's Statewide Payee Desk. Washington state agencies cannot make payments to a contractor until it is registered. Registration materials are available here: [Receiving Payment from the State](#).
- 5.3. **CONTRACT SALES REPORTING.** Contractor shall report total contract sales quarterly to Enterprise Services, as set forth below.
- (a) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (b) **REPORTING.** Contractor shall report quarterly Contract sales in Enterprise Services' [Contract Sales Reporting System](#). Enterprise Services will provide Contractor with a login password and a vendor number.
 - (c) **DATA.** Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections).

The “Miscellaneous” option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of this Participation Agreement, which term shall run from the effective date of this Participation Agreement until the end of the Sourcewell Agreement; Provided, however, that Enterprise Services may terminate this Participation Agreement earlier by written notice. Refer sales reporting questions to the Primary Contact set forth below. If there are no contract sales during the reporting period, Contractor must report zero sales.

- (d) DUE DATES FOR CONTRACT SALES REPORTING. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

5.4. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee (“VMF”) of 1.25 percent on the purchase price for all contract sales (the purchase price is the total invoice price less applicable sales tax) authorized by this Participation Agreement.

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:
- $$\text{Amount owed to Enterprise Services} = \text{Total contract sales invoiced (not including sales tax)} \times .01250.$$
- (b) The VMF must be rolled into Contractor’s current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor’s VMF payment to Enterprise Services must reference the invoice number.
- (d) Contractor’s failure accurately and timely to report total net sales, to submit timely usage reports, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend or terminate this Participation Agreement or exercise any other remedies as provided by law.
- (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases.

- (f) For purposes of the VMF, the parties agree that the initial management fee is included in the pricing. Therefore, any increase or reduction of the management fee must be reflected in contract pricing commensurate with the adjustment.

5.5. NONDISCRIMINATION.

- (a) NONDISCRIMINATION REQUIREMENT. During the term of this Participation Agreement, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) OBLIGATION TO COOPERATE. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Participation Agreement pursuant to RCW 49.60.530(3).
- (c) DEFAULT. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Participation Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Participation Agreement in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
- (d) REMEDIES FOR BREACH. Notwithstanding any provision to the contrary, in the event of termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Participation Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

- 5.6. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Participation Agreement and at the time any order is placed pursuant to the above-referenced Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.
- (a) **QUALIFIED TO DO BUSINESS.** Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
 - (b) **TAXES.** Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
 - (c) **LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS.** Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
 - (d) **WAGE VIOLATIONS.** Contractor represents and warrants that, during the term of this Participation Agreement and the three (3) year period immediately preceding this Participation Agreement, it is not determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
 - (e) **CIVIL RIGHTS.** Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (f) **EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS (MANDATORY INDIVIDUAL ARBITRATION).** Contractor represents and warrants, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Participation Agreement, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 5.7. **CONTRACTOR'S SALES AUTHORITY; PURCHASE ORDERS; & INVOICES:**
- (a) **CONTRACTOR'S SALES AUTHORITY.** Pursuant to this Participation Agreement, Contractor is authorized to provide only those goods and/or services set forth in the above-referenced contract category

for the above-referenced Sourcwell Agreement as conditioned by this Participation Agreement. Contractor shall not represent to any Purchaser hereunder that it has any authority to sell any other goods and/or services.

(b) PURCHASE ORDERS. To utilize the Sourcwell Agreement, each Purchase Order must include the following information and be submitted to Contractor or its authorized dealer:

1. Each of following contract identification numbers, which are set forth on the first page of this Participation Agreement:
 - Washington Statewide Contract Number; and
 - Sourcwell Agreement Number;
2. Purchase Order amount; and
3. Purchaser's contact information (i.e., name, address, telephone number, email).

(c) INVOICES. Contractor must provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the Purchase Order. Each invoice must include the following:

1. Each of following contract identification numbers, which are set forth on the first page of this Participation Agreement:
 - Washington Statewide Contract Number; and
 - Sourcwell Agreement Number;
2. Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM);
3. Applicable Purchaser's Purchase Order number; and
4. Invoices must be prominently annotated by the Contractor with all applicable volume discount(s).

6. **PRIMARY CONTACTS.** The primary contacts for this Participation Agreement are as follows (or their named successors):

State of Washington

Attn: Alec La Brayere
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411
Tel: (360) 407-2212
Email:
DESContractsTeamMaple@des.wa.gov

Volvo Construction Equipment North America, LLC

Attn: Kathy Tedone
312 Volvo Way
Shippensburg, PA 17257
Tel: (828)337-3722
Email: Kathy.tedone@volvo.com

- 7. SUBCONTRACTORS AND DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Contractor is authorized, without additional consent, to utilize its Designated Subcontractors, Dealers, Distributors, and/or Resellers (“Subcontractors”) to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Agreement and this Participation Agreement. Contractor shall maintain a list of such Designated Subcontractors utilized for this Participation Agreement, and, upon request, promptly provide Enterprise Services with such list and any updates.
- 7.1. **SUBCONTRACTOR AUTHORIZATION.** Contractor is authorized, without additional Participating Entity consent, to utilize its Subcontractors to provide sales and service support to Purchasers hereunder; provided, however, that such participation shall be in accordance with the terms and conditions set forth in the Sourcewell Agreement and this Participating Addendum. Contractor shall maintain a list of such Subcontractors utilized for this Participating Addendum, and, upon request, promptly provide Enterprise Services with such list and any updates.
- 7.2. **CONTRACTOR RESPONSIBILITY FOR SUBCONTRACTORS.** Contractor shall be responsible to ensure that all requirements of the Sourcewell Agreement (including, but not limited to, insurance requirements, indemnification, Washington State business registration, registration in WEBS, etc.) flow down to any and all Subcontractors. In no event shall the existence of a subcontract between Contractor and its Subcontractor operate to release or reduce Contractor’s liability to Enterprise Services or any Purchaser for any breach of the Sourcewell Agreement or this Participation Agreement. As to Enterprise Services and Purchasers hereunder, Contractor shall have full and complete responsibility and liability for any act or omission by Contractor’s Subcontractors.
- 7.3. **PURCHASER PAYMENT REGARDING CONTRACTOR’S SUBCONTRACTORS.** Notwithstanding any provision to the contrary, the parties understand and agree that for any contract sales or service provided pursuant to the Sourcewell Agreement and this Participation Agreement, Purchaser payment shall be made directly to Contractor as the awarded vendor pursuant to the competitive procurement; *provided*, however, that in the event any such sales or services are performed by an Subcontractor for Contractor, Contractor may instruct such Purchaser to make payment for such sales or services to Contractor’s Subcontractor. Regardless of whether Contractor instructs a purchaser to make such payment to Contractor’s Subcontractor, Contractor shall remain responsible for performance.
- 7.4. **CONTRACT SALES REPORTING.** Notwithstanding any provision to the contrary, Contractor shall report to Enterprise Services total contract sales, delineated by purchaser, made by each individual Subcontractor, and also report total contract sales, delineated by purchaser, on a consolidated Contractor ‘roll-up’ basis. Contractor shall maintain records supporting such reports in accordance with the Sourcewell Agreement’s records retention requirements.
- 8. ORDERS.** Unless the parties to the Purchase Order agree in writing that another contract or agreement applies to such order, any Purchase Order placed by a Purchaser for any good and/or service in the above-referenced contract category for the above-referenced Sourcewell Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Sourcewell Agreement as conditioned by this Participation Agreement.

9. GENERAL.

- 9.1. INTEGRATED AGREEMENT; MODIFICATION. This Participation Agreement and Sourcewell Agreement, together with its exhibits, set forth the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. This Participation Agreement may not be modified except in writing signed by the Parties.
- 9.2. AUTHORITY. Each party to this Participation Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Participation Agreement and that its execution, delivery, and performance of this Participation Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 9.3. ELECTRONIC SIGNATURES. An electric signature or electronic record this Participation Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Participation Agreement or such other ancillary agreement for all purposes.
- 9.4. COUNTERPARTS. This Participation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Participation Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Participation Agreement.

EXECUTED as of the date and year first above written.

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

**VOLVO CONSTRUCTION EQUIPMENT NORTH
AMERICA, LLC
A DELAWARE LIMITED LIABILITY COMPANY**

By: 

Elena McGrew

Its: Enterprise Procurement Manager

By: 

Stephanie McCall

Its: Vice President, Strategic Accounts



Solicitation Number: RFP #011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Volvo Construction Equipment North America, LLC**, 312 Volvo Way, Shippensburg, PA 17257 (Supplier).

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each claim Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

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

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

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

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities that make a purchase under this Contract, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to

liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its authorized dealers or distributors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

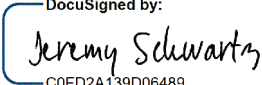
Intentionally omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

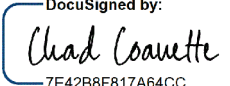
Sourcewell

Volvo Construction Equipment North America, LLC

DocuSigned by:

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

DocuSigned by:

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

Approved:
 DocuSigned by:

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

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Volvo Construction Equipment North America

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

Address: 304 Volvo Way
Shippensburg, PA 17257

Contact: Kathy Tedone

Email: kathy.tedone@volvo.com

Phone: 828-337-3722

Fax: 828-337-3722

HST#:

Submission Details

Created On: Tuesday November 15, 2022 06:52:10

Submitted On: Tuesday January 10, 2023 09:00:46

Submitted By: Kathy Tedone

Email: kathy.tedone@volvo.com

Transaction #: 8ffac7d2-63e9-4d27-accd-1e0715ece830

Submitter's IP Address: 165.1.224.156

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Volvo Construction Equipment North America, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Volvo Construction Equipment; Volvo CE, VCE
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1X0J7
5	Proposer Physical Address:	312 Volvo Way, Shippensburg, PA 17257
6	Proposer website address (or addresses):	https://www.volvoce.com https://www.volvoce.com/united-states/en-us
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Krister Persson Head of Finance & Commercial Management Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 717-530-6286 Krister.persson@volvo.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kathy Tedone Government Sales – State & National Buying Contract Management Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 Mobile: +01.828.337.3722 Kathy.tedone@volvo.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stephanie McCall Head of Key Accounts, Sales North America Volvo Construction Equipment North America LLC 312 Volvo Way, Shippensburg, PA 17257 717-530-6160 Stephanie.mccall@volvo.com

Table 2: Company Information and Financial Strength

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

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

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

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

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

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

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

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

PHONE SUPPORT:

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

REAL TIME TECH SUPPORT:

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

CHAIN:

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

PARTs Distribution Centers:

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

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

The North American logistics footprint:

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

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

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

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

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

FUEL EFFICIENCY

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

CARETRACK and ACTIVECARE DIRECT

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

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

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

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

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

VOLVO CERTIFIED USED PROGRAM

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

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

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

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

RENT TO OWN (RPO)

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

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

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

Table 14C: Required Offering of Equipment

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

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

Exceptions to Terms, Conditions, or Specifications Form

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

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

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Krister Persson, Head of Finance & Commercial Management, Volvo Construction Equipment North America, LLC

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

Yes No

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

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

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