

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SANY America, Inc., 318 SANY Way, Peachtree City, GA 30269 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

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

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

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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



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

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

### **11. INDEMNITY AND HOLD HARMLESS**

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

### **12. GOVERNMENT DATA PRACTICES**

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

### **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

#### **A. INTELLECTUAL PROPERTY**

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



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

**3. Use; Quality Control.**

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

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

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

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

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

## **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

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

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

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

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



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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

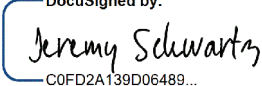
## **22. CANCELLATION**

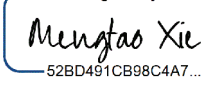
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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


Sourcewell

SANY America, Inc.

DocuSigned by:  
  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer  
4/4/2023 | 2:27 PM CDT  
Date: \_\_\_\_\_

DocuSigned by:  
  
52BD491CB98C4A7...  
By: \_\_\_\_\_  
Mengtao Xie  
Title: CEO & Vice Chairman  
4/6/2023 | 10:50 AM PDT  
Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
7E42B8F817A64CC...  
By: \_\_\_\_\_  
Chad Coauette  
Title: Executive Director/CEO  
4/6/2023 | 12:55 PM CDT  
Date: \_\_\_\_\_

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

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## Vendor Details

Company Name: SANY America  
318 SANY Way  
Address: Peachtree City, GA 30269  
Contact: Tom Schanz  
Email: tschanz@sanyamerica.com  
Phone: 404-230-3728  
Fax: 404-230-3728  
HST#: 20-5048542

## Submission Details

Created On: Monday December 05, 2022 13:57:32  
Submitted On: Tuesday January 17, 2023 15:57:09  
Submitted By: Tom Schanz  
Email: tschanz@sanyamerica.com  
Transaction #: edfc4ad2-442f-4722-a239-9ca4d8b67d45  
Submitter's IP Address: 104.225.190.5

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## 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")	Sany America, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Sany America, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sany America, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SANY America does not currently have a registered CAGE Code.
5	Proposer Physical Address:	318 SANY Way Peachtree City, GA 30269
6	Proposer website address (or addresses):	www.sanymunicipal.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mengtao Xie CEO & Vice Chairman 318 SANY Way Peachtree City, GA 30269 mxie@sanyamerica.com (678) 884-9173
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Schanz Director of Strategic Accounts 318 SANY Way Peachtree City, GA 30269 tschanz@sanyamerica.com (404) 230-3728
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	SANY America does not have any other contacts for this proposal.

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	SANY Heavy Industries started in 1989 as a small welding supply company founded by four men who wanted to offer better products to the world. Over the last three decades, SANY has grown and evolved, and today stands as a \$21.4 billion heavy equipment manufacturer with a presence in countries around the world. SANY Heavy Industries has grown to the number 1 producer of hydraulic excavators in the world with R&D and manufacturing facilities in India, Brazil, Germany, and the newest \$60 million U.S. facility on 272 acres in Peachtree City, Georgia. Since 2006, SANY America continues to offer an ever-growing range of heavy machinery, via sales through our expert Dealer Partner Network and supports our full line of construction, port, crane, and material handling equipment. SANY Heavy Industries continues to grow and has become the 4th largest equipment manufacturer in the world and is publicly traded on the Shanghai Stock Exchange. SANY and SANY America continue to outpace the market and competitors year over year, slowly growing our market share and brand presence. SANY America's business philosophy set forth by Doug Freison (CEO – Retired 2022) continues to be "SANY is responsive. SANY is easy to do business with. SANY makes you money." Every decision made in our headquarters in Peachtree City, GA is made with these three core values in mind.

11	What are your company's expectations in the event of an award?	In the event of an award, SANY America's expectations are that our dedicated Municipal Sales Team shall, implement predetermined internal processes and procedures, launch our large-scale training campaign across our entire dealer network, and finally in lockstep with Sourcewell, begin a national marketing campaign to create awareness of our recently awarded contract. We estimate roughly \$20 million in revenue for year 1.	*
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.	SANY Heavy Industries, the parent company to our subsidiary, SANY America, is a \$21.4 BUSD global company that has been in business since 1989. See attached financials.	*
13	What is your US market share for the solutions that you are proposing?	2022 US Market Share Numbers: <ul style="list-style-type: none"> <li>• Excavators – 4.63%</li> <li>• Compactors – 4.32%</li> <li>• Cranes – 1.6%</li> <li>• Motor Graders – 4.72%</li> <li>• Telehandler – 2.48%</li> <li>• Wheel Loader – &lt;1%</li> <li>• Backhoe Loader – &lt;1%</li> </ul>	*
14	What is your Canadian market share for the solutions that you are proposing?	2022 Canadian market share of 5.4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	SANY America has never petitioned for bankruptcy.	*
16	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. 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? 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?	SANY is best described as a globally leading manufacturer of heavy construction equipment. SANY America has assembled a dedicated internal Municipal Sales Team which has the sole responsibility of driving business and customer support within the government sector. This team coordinates internally across the entire organization from accounting to service departments to ensure SANY provides best-in-class customer service and support. Our field-based Municipal Sales Representatives spend the vast majority of their time with our dealership network calling on governmental customers, attending governmental trade shows, assisting in bid responses, and supporting any other activity that may arise within the market. This team is in addition to our national sales team which also supports the governmental sector as needed. Our entire Municipal Sales Team and Field Sales Organization are full-time salaried employees at SANY America.	*
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.	SANY America is in legal good standing with the state of Delaware to conduct business. See attached letter of good standing and certificate of insurance.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	SANY America has had no Suspension or Debarment applied to our organization in the last 10 years.	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Product Awards:</p> <ul style="list-style-type: none"> <li>Construction Equipment's Top 100 New Products of 2022 Award for the SLB95 Backhoe Loader</li> <li>Construction Equipment's Top 100 New Products of 2020 Award for the SMG200C-8 Motor Grader</li> <li>Equipment Today's 2020 Contractors' Top New Products for the SW405K Wheel Loader</li> </ul> <p>SANY Capital USA Awards and Team Awards:</p> <ul style="list-style-type: none"> <li>Awarded #101 on 2021 Monitor 101+ Companies in Equipment Finance List</li> <li>2021 Top 50 Women Leaders in Equipment Finance awarded to Samantha Beadle, SANY Capital's Director of</li> <li>Awarded #112 on 2020 Monitor 101+ Companies in Equipment Finance List</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	<p>2022 - 1.8% of sales  2021 - 1.7% of sales  2020 - 1.4% of sales</p>
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of recorded sales in the past three years were to the education sector
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?	<ul style="list-style-type: none"> <li>South Carolina DPS Contract #: 4400025397 - No Sales. Underperforming dealership terminated. New dealership was implemented in late 2022. Expect sales volumes in 2023</li> <li>Texas BuyBoard Contract #: 685-22 - No Sales YTD. Contract was established in October 2022. Expect to see large volumes based on pending quotations</li> <li>MoDOT Statewide - Motor Graders Contract #:60523CO0064 - No sales. Contract established in Q3 2022. Expect to see volumes in 2023</li> <li>MoDOT Statewide -Excavators Contract #:60521CO0445 - No Sales.</li> <li>Virginia Sheriffs Contract #:23-04-0713 - No Sales. Contract established in Q3 2022. 3 VA dealerships opened in late 2022. Expect to see sales volumes in 2023</li> </ul>
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?	SANY America currently does not hold a GSA or SOSA contract.

**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 *
Cherokee County Road & Bridge Department, KS	Cody Zook	620-762-1591
Mississippi Department of Transportation	Mike Campbell	601-954-5436
Boone County Road Department, AR	Judge Robert Hathaway	870-754-9290
Montana Department of Transportation	Tim Mahlum	406-444-6812
Floyd County Government, GA	Randy E. Self	706-291-5118 (ext. 1134)



**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 *
Montana Department of Transportation	Government	Montana - MT	20 Machine Fleet of Wheel Loaders	\$2,370,900.00	\$2,370,900.00
Cherokee County Road & Bridge Department	Government	Kansas - KS	11 Machine Fleet of Motor Graders & Wheel Loaders	\$2,608,600.00	\$2,718,600.00
City of San Antonio	Government	Texas - TX	7 Machine Fleet of Wheel Loaders & Excavators	\$1,165,250.00	\$1,165,250.00
Searcy County	Government	Arkansas - AR	8 Machine Fleet of Motor Graders	\$1,720,000.00	\$1,720,000.00
Mississippi Department of Transportation	Government	Mississippi - MS	Multi-Year Statewide Purchasing Contracts for Excavators & Motor Graders	\$1,136,246.00	\$1,616,246.00

**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.	SANY America splits its salesforce into 8 regions throughout the United States. Each region is managed by a Regional Business Manager (RBM) who also has 1-2 District Sales Managers (DSM) reporting to them. All RBMs and DSMs are responsible for both private and governmental customers within their region. To aid in the pursuit of offering the best customer experience possible, SANY America has also assembled a Municipal Sales Team as well. This team is part of the Strategic Accounts team which operates in lockstep with the previously mentioned sales regions. Our Municipal Team currently consists of a Director of Strategic Accounts - Municipal and two Municipal Sales Representatives (east and west) with a budgeted Municipal Sales Representative Central scheduled for Q3 2023. SANY America's total sales force headcount currently sits at 23 individuals, including sales-related Executive Leadership. See attached maps.
27	Dealer network or other distribution methods.	SANY America's continually growing dealership network currently consists of 50 independently owned dealerships with 91 locations that currently occupy SANY APR across the United States. These dealerships have made a significant investment in the SANY brand with almost 1,300 SANY dedicated employees across all parts of their business. Currently, the SANY America dealership network employs 186 dedicated SANY salespeople, 158 dedicated SANY parts personnel, and 413 SANY certified service technicians. These headcounts further reinforce our dealer partners' investment in the SANY brand, as each of these individuals is trained by SANY on the processes and procedures related to their respective positions within the enterprise. SANY America also facilitates our Dealer Advisory Board with sub-councils specializing in sales, marketing, parts, service, and product development. These advisory roles are designed to spread best practices and improvement across the dealer network as well as provide a meaningful channel for feedback to SANY America on our performance as the OEM.  SANY's dealership network across Canada continues to grow with 7 independently owned dealerships with 19 locations that currently occupy SANY APR across the Canadian market.  See attached map.

28	Service force.	<p>SANY America's Parts &amp; Service support spans across North America with a well-staffed Parts &amp; Service organization that employs 24 full-time employees in Peachtree City, GA who strictly provide technical, warranty, and parts support to both our field Product Support Team, Sales Teams, and dealership network. This team works off KPIs related to expeditious and accurate support to maximize machine uptime. As an extension of the office-based Part &amp; Service Team, SANY America houses its parts fulfillment center under the same roof as its North American factory. With Peachtree City, GA only 22 miles from the Hartsfield-Jackson Atlanta International Airport, we are able to fill parts orders quickly and have them either on a truck or on a plane the same day, when parts are ordered before 3:00 PM eastern. This means that most "urgent" orders within the contiguous United States arrive next day and orders bound for the more remote parts of North America typically deliver within 2 days. Strategically, SANY has placed its main parts distribution center on the same site as the factory and demonstration center because in the event there is a parts shortage, we can and will pull from production control inventory or pirate parts from a machine in the finished goods lot. SANY is also pleased to share that its west coast parts facility is almost operational and will begin shipping parts to the western part of North America in March. These investments further reinforce SANY America's commitment to customer service and support. SANY America also deploys a team of 10 field Product Support Representatives whose primary responsibility is to support both dealerships and end customers in pursuit of maximum uptime. These employees are constantly in the field assisting in any parts or service-related issues that may arise. In times of need, these employees may also travel to end customer locations to perform machine repairs to get a downed machine back in service. Of the 10 individuals on the field service team, 2 of them are responsible for Strategic Accounts and are the best of our Product Support Representatives supporting our largest accounts at SANY America. At SANY America every government customer is considered a Strategic Account and as such has the luxury of utilizing the assigned PSR to their region or one of the Strategic Account PSRs to ensure timely and effective support.</p> <p>See attached map.</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>SANY America's entire dealer network follows the order process below for all government sales:</p> <ul style="list-style-type: none"> <li>• Dealership creates quote using SANY America standardized Sourcewell Template</li> <li>• Completed quote is approved by their assigned Municipal Sales Representative or Director of Strategic Accounts and submitted to the customer</li> <li>• Dealership receives order from the customer</li> <li>• Dealership contacts assigned Municipal Sales Representative, submits quote and purchase order, and finally places order with SANY America</li> <li>• SANY America Municipal Sales Representative marks order as "Priority" to be filled with first availability and tracks each order on behalf of the dealership from order placement to delivery</li> <li>• Machine is delivered to dealership and is PDI'd in accordance with the SANY Americas defined PDI guidelines – submits to Municipal Field Sales Representative</li> <li>• Machine is delivered with dealership, SANY America Municipal Field Sales Representative, and Product Manager present for machine familiarization/training</li> <li>• Dealership invoices customer – submits to SANY America Municipal Sales Representative</li> <li>• Dealership commissions machine with SANY America, triggering Municipal Sales Team to process sale with other Sourcewell orders at month end so that SANY America can submit accurate and timely reporting and administrative fees to Sourcewell</li> </ul>

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.	SANY America utilizes our SANY Dealer Elite Program as a uniform, clear and concise benchmark for our dealers and their performance in all aspects of their business, especially parts and service support. At a macro level, dealerships are required to meet industry standard metrics which include but are not limited to, location coverage, facilities & infrastructure, tooling, certified technicians, and parts inventory & order fill rate. On a micro level, dealerships are required to meet metrics relating to average days to repair start, average days to complete repair, timely claim reports & submissions, and ratio of technicians and service vehicles to machine populations. All of which hold dealerships accountable to both the end customer and SANY America. Dealerships that perform at a high level are compensated with programs that are more financially advantageous to the dealership while dealerships not meeting the minimum threshold are put on Performance Improvement Plans. Failure to improve to the standards set forth in the SANY America Dealer Elite program can have consequences up to and including termination of the dealership agreement with SANY America. As the Original Equipment Manufacturer, SANY America has put in place internal systems, processes, and personnel to support our dealer network in the pursuit of dealer excellence. Internally, SANY America has instituted tracking mechanisms to ensure accurate and expeditious responses back to our dealership network. These mechanisms hold SANY America accountable to both the dealership network and the end customers in the field. SANY America can report a parts fill rate of 91.7% and most service case ticket durations average less than 2 days from ticket submission and resolution. To further support our dealerships and customers in the field we have assigned field-based Product Support Representatives in each sales region and to our Strategic Accounts (National, Municipal, Direct & Key Customers) to support service issues that may arise. When called upon these Product Support Representatives have and will continue to travel to down machines to repair them and get them back in service, anywhere in the United States and its territories. As a last line of defense, the Municipal Sales Team has assigned Municipal Sales Representatives to the sales regions which only manage government accounts alongside our dealerships, and our government customers are encouraged to keep in direct contact with our representatives as they are a direct line to SANY America if a problem arises. Our Municipal Sales Representatives are made available to government customers 24/7/365 and immediately jump into action to resolve issues a customer feels need to be escalated. All entities, previously discussed are in constant contact with one another to ensure the customer's service and support expectations are met in a satisfactory manner. Please see the attached program.	*
31	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Both through our dealership network and our Municipal Sales Team, SANY America has the ability and willingness to provide our full line of products and services throughout the entire United States. Our always-expanding dealership network currently covers 74.7% of the United States market. The remaining 25.3% of market coverage is white space. We currently have dealerships selling into white space throughout the county. Dealerships are not approved to sell into white space unless they have the capability to also support warranty and service. If a machine were to be sold into white space it also would be supported by the local Product Support Representative in that territory, when a warranty or service event should occur. Please see Appendix B	*
32	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	SANY America through SANY Canada has an established footprint of 19 dealership locations across 7 Canadian provinces. All of the proposed contracted products and services shall be made available through these Canadian dealer partners.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	The only territories which shall not be fully serviced through this contract are the Canadian provinces of Nunavut, Northwest Territories, and Yukon. All other geographic areas of the United States and Canada shall be fully served.	*
34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	SANY America does not have any participating entity sectors that we will not be serving through this contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	SANY America's dealership network spans into Alaska. Hawaii currently is white space. Any machines sold in Hawaii would be serviced by either our dealership in California or by a SANY America Product Support Representative.	*

Table 7: Marketing Plan

Line Item	Question	Response *
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36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Upon award of a Sourcewell contract, SANY will commence with a dedicated and targeted announcement and initiate a “What This Means To You” campaign which will begin with a press event and be followed by social media posts (on LinkedIn, Instagram, Facebook and Twitter), YouTube video(s) and digital ads.</p> <p>If this announcement is aligned with the first day of ConExpo, we will maximize the opportunity to announce our pride in winning the award from the SANY hospitality tent at our press event on March 14, 2023, at eleven o'clock in the morning. Representatives from Sourcewell will be invited to attend the event and make the announcement with us as evidence of our commitment to a solid partnership and to providing municipalities the best value. As it is being announced, we will run our SANY and Sourcewell partnership looping video on our large screen, place Sourcewell sail flags throughout our booth, magnets on all our machines pertaining to the contract, and display promotional posters in our hospitality tent. At the event, we will give away several SANY motor grader models with miniature Sourcewell stickers to commemorate the event as a special one-of-a-kind collector's item. We would also like to do a relaxed interview at the ConExpo SANY Beer Garden with a Sourcewell representative and our Municipal Team, if possible. This will result in a delayed stream on SANY's YouTube channel, For Construction Pros' YouTube channel and posted on both SANY and For Construction Pros' social media. If a representative from Sourcewell is not in attendance, we will still use the opportunity to discuss our excitement at being awarded the contract and talk about the advantage the relationship provides to municipalities. Sourcewell sail flags will also be placed at our facility, photographed and/videoed which will be blasted through SANY America's social media channels. Our employees and dealer network will be strongly encouraged to share our social posts through their channels as well.</p> <p>Throughout the entirety of the contract, we will actively promote our partnership through social media, print and digital ads and tradeshow such as APWA, NACE, PWX, SC&amp;RA and Utility Expo. In addition, we will encourage our dealer network to promote Sourcewell with window clings at each location through making it a requirement of our Dealer Elite Program. We have strong relationships with national and regional publications which will be provided with information for articles on municipal projects that have been facilitated through Sourcewell. As a proud Sourcewell awardee, we will continue to value and promote the opportunity given to us.</p> <p>See attached press release, targeted ads, and promotion video.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SANY America utilizes digital data on a daily basis to optimize our marketing campaigns across display ads, both geo-targeted and interest-based, social media-boosted posts as well as website optimization.</p> <p>Three years ago SANY America brought all of our social and digital media management in-house to optimize a process to analyze and react to digital activities quickly and with an appropriate brand voice. Facebook, Instagram, YouTube and LinkedIn are monitored daily for posts and commentary that relate to SANY machines via our Salesforce plug-in SocialStudio.</p> <p>With the SocialStudio tool the SANY America Marketing team can see activity across a wide range of search terms and platforms with the ability to repost, respond or monitor in real time. This level of monitoring has provided the SANY America team the opportunity to watch the sentiment towards SANY online shift from negative to positive while currently being well represented by numerous independent SANY Brand Advocates across the U.S. These are owners of SANY equipment who like to post about their experiences with the equipment and the growth within their businesses as a result.</p> <p>One example of a geo-targeted campaign success was within SANY America's own 'backyard'. We ran a geo-targeted display/paid search series of campaigns to drive brand awareness and localized sales growth for mini-excavators. Over the course of the year-long program we executed a series of A/B testing to determine the most impactful keyword targeting and creative campaign messaging to drive behavior within the market. These learnings lead to refinement of approach that drove the SANY market share within Georgia, for mini excavators, from 0.2% - 4.1% while generating 25.6M Impressions of the Brand creative and drove over \$32M in sales.</p> <p>As a Sourcewell awardee, we would include specific messaging around the program and continue to utilize this type of targeted approach to our digital and social campaigns that drive awareness within the North American market.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	SANY America views Sourcewell as a partner in marketing the Sourcewell contract. The contract holder is beholden to Sourcewell to market their own contract and the Sourcewell organization to be successful. Sourcewell markets its solution to the marketplace and as a contract holder, you receive the benefits of that work. SANY further emphasizes the importance of marketing the Sourcewell contract by allowing dealerships to utilize their marketing Co-Op dollars to purchase various forms of marketing collateral which are used to promote the dealership, SANY, and Sourcewell partnership. In the event of an awarded contract, SANY America shall immediately implement the Sourcewell processes and procedures into written commercial guidelines which all dealers are required to adhere to. To bolster contract adherence, competency, and success, SANY America also shall institute a dealer network-wide training program.	*
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.	Due to the consultative nature of the relationship between dealership and customer, our products are not available through an e-procurement ordering process.	*

**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.	SANY offers a multitude of training opportunities throughout the year, both remotely across the country, and locally at SANY America headquarters in Georgia. Our product management and engineering teams in Peachtree City, GA lead the training directive for all customer, operator, and authorized dealer training. SANY's Product Management and engineering teams work in conjunction with our field sales and service representatives to over remote training coverage nationwide. SANY also offers tailored-focused training for specific customer groups and end-users; ensuring all of SANY's customers and end-users have the necessary resources available to them throughout the SANY network. SANY trains its authorized dealers on the value of Sourcewell; how to market and utilize Sourcewell, and create an overall seamless experience for Sourcewell members; Sourcewell training for authorized dealers is led by the SANY America Municipal Sales Team. Training is always standard and free to our dealers, end-users, customers, and prospective customers.	*
41	Describe any technological advances that your proposed products or services offer.	SANY's core focus is to lead with quality and durability at the forefront of every machine we offer. Simplicity in production with high-quality components and materials ensures our machines are built to withstand the rigorous operating environments demanded by the industry. SANY is not, and does not strive to be, an industry leader in groundbreaking technological advances. SANY's value to the customer, as a manufacturer, is to offer cost-effective tried-and-true equipment solutions, driven to increase productivity, and reduce downtime and operating costs.	*
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.	Lighthouse Manufacturing – World Economic Forum Global Lighthouse Network Lighthouse Factory designation constitutes the highest degree of manufacturing innovation and results in higher productivity, and reduced material waste. New Energy Development – Wind Turbine Generator Production Offering 3MW to 6MW onshore wind turbines and tailor-made wind farm solutions Recognized by Bloomberg New Energy Finance (BNEF) as a world top-10 wind power product manufacturer  See attached documents.	*
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.	SANY is a global leader in advanced manufacturing, having two certified Lighthouse Factories recognized by the World Economic Forum 'Global Lighthouse Network,' and the only two certified Lighthouse Factories in the global heavy industry. Lighthouse Factories are recognized as the 'pioneers of digital manufacturing and represent the highest level of intelligent manufacturing and digitalization,' all of which increase production capacity, and productivity, and reduce manufacturing costs. Only 67 manufacturers represent the 132 certified Lighthouse Factories in the highly esteemed Global Lighthouse Network. SANY's Lighthouse Factories have achieved a 123% expansion of production capacity, a 98% increase in productivity, a 29% reduction in unit manufacturing costs, and an overall automation rate of 76%; material waste has been reduced by nearly half.  See attached documents	*



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.	SANY America does not currently meet WMBE, SBE, or veteran-owned business certifications.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>SANY offers a unique value that distinguishes itself in the industry. SANY's focus is to offer a high level of quality and durability, with consistency to satisfy customers' needs. We have adopted an attitude of "Everything you need and nothing that you don't". This means that we have standardized the specification to meet the requirements of the market for each model which eliminates potential errors within the quoting or order process and allows us to provide agile responses to customer requests. In doing so, we differentiate ourselves in a few ways:</p> <ol style="list-style-type: none"> <li>1. Efficient Manufacturing       <ol style="list-style-type: none"> <li>a. SANY does not offer "Factory Options."</li> <li>b. We manufacture and offer highly spec'd machines at a great value; every machine is equipped with premium-grade components and includes standard features that are 'non-standard' upcharges when compared to our competitors' comparable models.</li> <li>c. Keeping our manufacturing process consistent down the assembly line ensures we can reduce manufacturing lead time, cost of production, and errors in customer orders, which all equates to value we pass down to our customers.</li> <li>d. Less variation – SANY can respond to customers' needs quicker, as we do not need to wait on specific order variations; every SANY order for a given machine is the exact same, which reduces lead time and allows us to quickly satisfy a customer's equipment needs. For example, if a customer needs a Motor Grader and we currently do not have one in stock, we can easily pull from the first available or potentially pull a machine from another dealership's inventory to fulfill the order. There is no need to check the specifications to ensure the machine is the same as the machine quoted. We do not have specification variation. We already know that Motor Grader is already what was quoted.</li> </ol> </li> <li>2. High-Quality Brand Name Components       <ol style="list-style-type: none"> <li>a. All SANY machines are equipped with high-quality brand-name components such as Cummins Engines, Deutz Engines, Yanmar Engines, Kawasaki Pumps, Rexroth Main Valves, Dana Axles, and ZF Transmissions, to name a few. Using the highest quality components in the industry ensures we provide value and durability on the front end and increase parts availability and reduce downtime on the back end.</li> </ol> </li> <li>3. Steel Production       <ol style="list-style-type: none"> <li>a. SANY is unique in that we own the steel production process from the steel mill to the final machine.</li> <li>b. Owning the steel production for our machines ensures SANY's rigorous QA standards are met on every machine and drastically reduces production costs; both of which are added values that we pass directly to the customer.</li> </ol> </li> <li>4. Machine Availability       <ol style="list-style-type: none"> <li>a. As a result of the above practices, SANY America strategically aims to hold three turns of inventory at all times. By doing so we are able to provide our customers with some of the best lead times in the industry. While SANY America is not immune from the state of today's supply chain constraints, we still typically fill any governmental order within 45 days.</li> </ol> </li> </ol>

**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?	Yes. Our warranty policy covers all products, parts, and labor. See Attached – Limited Warranty Certificate and Warranty Policy Manual	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. SANY America's warranty covers all products, parts, and labor associated with warrantable failures as described in the attached "SANY America Inc. Limited Warranty Certificate"	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Any part(s) of the SANY Product or the SANY Product itself, sold in the United States or Canada, and used for their designed and intended purpose, are covered by SANY's Limited Warranty within the applicable warranty period (Warranty Policy Manual)	*
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?	The SANY Limited Warranty covers the expense of SANY Dealer technicians' travel mileage to customers at a maximum of 300 miles per covered repair. Technician travel time charges are at the discretion of the dealer (Warranty Policy Manual: Mileage)	*
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?	For items made by other manufacturers that are provided in the finished SANY product (sold by SANY to SANY dealer or directly to the customer), SANY dealers will assist customers with warranty cases directly through the original equipment manufacturer during the original equipment manufacturers warranty period; once the original equipment manufacturers warranty period expires, SANY will continue to provide warranty service for these items for the remainder of the SANY Limited Warranty applicable warranty period. (Warranty Certificate: "Engine Warranty")	*
51	What are your proposed exchange and return programs and policies?	SANY's warranty ensures that any part(s) of the SANY Product or the SANY Product itself will be free of any defects by SANY in materials or workmanship; any part(s) of the SANY Product or the SANY Product itself will be repaired or replaced, at SANY's sole discretion, within the applicable warranty period, if found to be defective by SANY in materials or workmanship. (Warranty Certificate: Limited Warranty)	*
52	Describe any service contract options for the items included in your proposal.	SANY offers multiple levels of customer-tailored service agreements that can be purchased through the local servicing authorized dealer, which include: <ul style="list-style-type: none"> <li>• Premier (Full Machine)</li> <li>• Powertrain + Hydraulics</li> <li>• Powertrain Only</li> <li>• Maintenance Solutions <ul style="list-style-type: none"> <li>o Filters, fluids, wear items</li> </ul> </li> </ul> Additionally, SANY offers customizable extended warranty options, extending warranty coverage periods and operating hour limitations for the full machine, powertrain/powertrain + hydraulics, as well as various travel mileage radius coverage options for technician travel mileage.	*



**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Payment terms for transactions between a government customer and dealership are at the selling dealership's discretion. Typical payment terms are net 30 days. Transactions executed between SANY America and a government customer are net 30 days. Accepted payment terms on this contract are bank wire transfer and ACH transfer.
54	Describe any leasing or financing options available for use by educational or governmental entities.	SANY America typically provides leases and financing through the end customer's bank of choice. SANY America has also partnered with NCL Government Capital to provide competitive and creative financing or leasing options for our government customers throughout the United States. NCL Government Capital's product offering includes but is not limited to Tax Exempt Municipal Leases, FMV Leases, TRAC Leases, Flex Plus Leases, Deferred Payments, and customized payment schedules tailored to fit each individual customer's need. NCL also has been awarded Sourcwell Contract #011620-NCL which allows SANY America to provide customers with a complete purchase solution via Sourcwell. Customers are also encouraged to utilize our dealership network for all rental needs.
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.	SANY America requires all dealerships to provide an approved Sourcwell Quote on the SANY standardized quotation template for all Sourcwell transactions. SANY America also requires a completed PDI Report in order to complete the order process with SANY America.
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Dealerships may accept P-card payments at their own discretion. SANY America will accept P-card payments, but they are subject to a 3% fee.

**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.	SANY provides a very simple pricing model. We offer our entire product line with a discount off of the list price by model to all Sourcewell members. Additionally, SANY America offers a discount off of list for all attachments offered in our price book. Our pricing strategy has been structured to reflect our most aggressive prices available for governmental customers along with a capped dealer margin. See Price Grid
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.	Our discounts range for both machines and attachments from 19.8% to 35.2% off list.
59	Describe any quantity or volume discounts or rebate programs that you offer.	SANY America allows its dealership network the leeway to provide additional discounts to their customers at their discretion. Typically these additional discounts are based on volume or repeat business.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" or "Open Market" items may be purchased through our dealership network. Prices for these items are negotiated between the customer and the SANY dealership and reflect market value at the time of quotation. These items are typically priced with a "cost plus percentage" model. Dealerships are required to provide copies of all purchase orders and invoices for "Sourced" or "Open Market" items when submitting required documentation to SANY America. All documentation shall include the customer member number in accordance with our internal auditing process. These items are independently contracted between the dealership and Sourcewell member and are not subject to the proposed contract fee or quarterly reporting process.
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.	Predelivery Inspection (PDI) and "Final Assembly" are not included in the pricing submitted with the response. Products offered on this Heavy Equipment contract vary in size and complexity and therefore demand varying requirements to be made ready to work. Standard PDI typically ranges from 1-2% of the machine price on the dealership quote to the member. At times, some machines may require final assembly requirements above and beyond the standard PDI process. The quoting SANY dealership may include any "Final Assembly" costs broken out separately on the final quote to the customer. Both PDI and Final Assembly are not subject to the contract discounts offered.
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.	The SANY America dealership network has the option to utilize either the SANY America corporate contracted carrier to ship machines from the US factory/port or to "will call" their machines to be picked up and transported by an independent carrier of their choice. Once the machine arrives at the dealership and is made ready to deliver, the delivering dealer, at the customer's discretion, may make the machine available for pick up or schedule transport to the end customer's final requested delivery location. Final freight costs are negotiated between the delivering dealer and Sourcewell member and are indicated clearly as a separate line item on the final quote to the customer.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	The freight process for end destinations outside the Continental United States follows the same process as above. SANY America and its dealership network may need to utilize untraditional shipping methods such as ocean barges or steamships to forward machines to their end destination which may affect final delivery timeframes.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Members requesting or requiring unique shipping methods may discuss options available to them by their local SANY dealership on a case-by-case basis

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>SANY America's dedicated Municipal Sales Team will track all Sourcewell day-to-day activity and incorporate related team member KPIs based on Sourcewell performance. Under SANY America's terms and conditions to our dealership network, a dealer is not authorized to submit a quote to a Sourcewell member without approval from their assigned Municipal Sales Representative. Dealerships are required to provide pricing that is accurate and in line with current pricing levels and all supporting documentation such as "Sourced" item quotations/POs are to be included for approval. Municipal Sales Representatives are also required to keep our digital CRM tool (Salesforce) of all outstanding Sourcewell quotes up to date for the capability to instantly report Sourcewell metrics at any time. When a quote converts to an order within the system, we are able to pull and track current orders on hand. When a machine is put into service and retailed, dealerships are required to mark machines as a Sourcewell sale when commissioning machines. If a dealership fails to mark a machine as such, the dealership discounts do not apply to the machine invoice from SANY to the dealer in our accounting system. This holds the dealer accountable and incentivizes them to properly report all Sourcewell transactions. Internally, when a machine is marked for a Sourcewell sale, Accounting automatically rolls that sale up into monthly reporting sent to the Director of Strategic Accounts - Municipal. The Director then verifies that all reporting from accounting mirrors reporting from the Municipal Sales Representatives. Once all data is verified as correct, final approval is sent to Accounting to both remit payment to Sourcewell and issue dealership machine discount.</p> <p>See files in Transaction Documents.</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>SANY America shall track the following items in relation to Sourcewell contract performance. These metrics will be tracked from contract-wide, regional, and dealership levels. Total Revenue, Total Machines Sold, Outstanding Number of Quotes, Outstanding Quotes Value, Sourcewell Contract Fees (Monthly, Quarterly, Annually), Average Delivery Time (Days from PO to invoice), Total Sales By Product Category, Total Sales by Model, and lost sales data such as Number of Lost Opportunities in both the number of units and revenue and reason for lost opportunity. These metrics are currently tracked by the Municipal Sales Team within Salesforce for all business within the governmental segment.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>SANY America proposes an administrative fee of 2% of the sale price of SANY machines and attachments listed on the contract.</p>

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SANY America is proud to offer 8 different product lines which account for 37 different models.</p> <p><b>Excavators:</b> SANY offers a line of 18 different hydraulic excavators from our smallest model, the SY16C, which is our 1.6 metric ton excavator our largest model, the SY500H, a 53 metric ton excavator. We also offer our SY265CLR, which is our long-reach model specifically designed for applications where working over longer distances is required to get the job done. We see this model used in applications ranging from deep or long-digging requirements to river and lake dredging. Of our 18 different models, 7 models achieve zero radius or reduced radius tail swings which create a more versatile machine designed to work in confined spaces where conventional swing excavators may be unable properly swing without obstruction. Furthermore, 7 of our models offer a swing boom configuration which furthers machine capability by allowing an operator to swing the boom to move the material, crane, or run hydraulic implements without the need to swing the entire machine in confined spaces. Lastly, our excavator line offers the SY6028, a 60-metric-ton excavator specifically designed for the demanding demolition application.</p> <p><b>Backhoe Loaders:</b> SANY offers a Backhoe Loader line with two models. The SLB95 Cab and SLB95 Canopy. These models are designed to be the Swiss army knife of any fleet. The SANY SLB95 is designed to be easy to transport, easy to operate, and reliable. All three attributes are tailor-made to be utilized in the governmental segment. These models also represent the size class of backhoe loader that the majority of governmental end users purchase.</p> <p><b>Wheel Loaders:</b> SANY America offers two models of loaders. SANY's 3-yard loader, the SW305k, comes standard with third-function hydraulics, a quick coupler, joystick controls, and a 360-degree camera standard. SANY's 4-yard loader, the SW405K, comes standard with a third-function hydraulic valve, quick coupler plumbed to the boom, joystick controls, and rearview camera standard. Both models are designed with versatility and ease of operation in mind. These two models represent the two size classes that account for over 50% of the North American market and the majority of Wheel Loaders which are sold in the governmental segment in North America.</p> <p><b>Soil Compactor:</b> SANY America currently offers one Soil Compactor model, the SSR120C, a 12-metric-ton compactor. This model comes standard with a heated, and air-conditioned cab, 84-inch drum, and 3-piece Padfoot shell standard.</p> <p><b>Motor Grader:</b> SANY America currently offers one Motor Grader model, the SMG200C-8. This model is specifically designed for the governmental customer with low acquisition cost and ease of operation. Our Motor Grader comes standard with a push block, front and rear hydraulics, premium circle, heated air ride seat, joystick controls with steering wheel, LED work lights, and rear ripper with teeth standard. This model is built with road maintenance in mind and is perfect for the governmental market.</p> <p><b>Telehandlers:</b> SANY offers 6 models of telehandlers. We offer 10k telehandlers available in both def and no def engine models as well as in both an open canopy or climate-controlled cab. SANY also offers a 12k telehandler available in an open model and climate-controlled cab model.</p> <p><b>Rough Terrain Cranes:</b> SANY currently offers two models of Rough Terrain Cranes. We offer the SR75A, a 75 US-ton model, and the SRA100A, a 100 US-ton model.</p> <p><b>Crawler Cranes:</b> SANY offers 5 models of Crawler Cranes. Our product line offers solutions from the 90 metric ton class to the 400 metric ton class machines.</p> <p>SANY America is also proud to offer our entire attachment catalog to our customers. Customers can utilize our attachment catalog so that they may completely equip their machines with the attachments needed to purchase their equipment "ready to work" without the need to utilize a "Sourced" or "Open Market" item.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>SANY America's subcategories are as follows:</p> <ul style="list-style-type: none"> <li>• A – Excavators</li> <li>• B – Backhoe Loaders</li> <li>• C – Wheel Loaders</li> <li>• D – Road Machinery</li> <li>• E – Telehandler</li> <li>• F – Rough Terrain Crane</li> <li>• G – Crawler Cranes</li> <li>• H – Attachments</li> </ul>

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

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

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	Wheeled & Backhoe Loaders
72	Motor Graders	<input checked="" type="radio"/> Yes <input type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Tracked Excavators Only
74	Bulldozers, compactors, scapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Soil Compactors Only
75	Cranes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rough Terrain & Crawler Cranes
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	Customer Support Agreements, Extended Warranty Programs, and Telematics provided via the SANY Dealership Network

**Table 14C: Required Offering of Equipment**

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

Line Item	Category or Type	Offered *	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input type="radio"/> Yes <input checked="" type="radio"/> No	Two Wheel loaders with rated HP of 184 and 262.
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	SANY offers 6 excavator models with a net rated HP of 150 HP or greater. SY215C, SY225C, SY265C, SY265CLR, SY365C, SY500H
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input checked="" type="radio"/> Yes <input type="radio"/> No	SANY SMG200C-8 with an operating weight of 45,107 lbs.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input checked="" type="radio"/> Yes <input type="radio"/> No	SANY SCA2600A and SCA4000A offer a lifting capacity exceeding 300 tons and a boom length exceeding 150 feet.

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

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

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Pricing.zip - Tuesday January 17, 2023 08:30:30
  - [Financial Strength and Stability](#) - Company Information and Financial Strength.zip - Monday January 16, 2023 22:17:36
  - [Marketing Plan/Samples](#) - Marketing Plan Samples.zip - Tuesday January 17, 2023 15:20:55
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Warranty.zip - Tuesday January 17, 2023 07:27:02
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Tuesday January 17, 2023 08:27:00
  - [Upload Additional Document](#) - Additional Document Uploads.zip - Tuesday January 17, 2023 13:26:39

## 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. - Mengtao Xie, CEO & Vice Chairman, Sany America, Inc.

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

Yes  No

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

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

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