



Solicitation Number: RFP #020223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Avant Tecno USA Inc., 1450 E. Algonquin Road, Arlington Heights, IL 60005 (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 Medium Duty and Compact Construction Equipment with Related Attachments 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 17, 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.

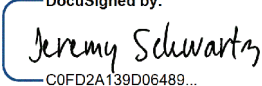
22. CANCELLATION


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

Avant Tecno USA Inc.

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 4/5/2023 | 8:29 PM CDT
 Date: _____

DocuSigned by:

 4C5606F1834B47C...
 By: _____
 John R Losch
 Title: COO/CFO
 4/6/2023 | 9:05 AM PDT
 Date: _____

Approved:

DocuSigned by:

 7E42B8F817A64CC...
 By: _____
 Chad Coauette
 Title: Executive Director/CEO
 4/6/2023 | 11:07 AM CDT
 Date: _____

RFP 020223 - Medium Duty and Compact Construction Equipment with Related Attachments

Vendor Details

Company Name: Avant Tecno USA
Does your company conduct business under any other name? If yes, please state: IL
Address: 3020 Malmo Drive
ARLINGTON HEIGHTS, Illinois 60005
Contact: John Losch
Email: john.losch@avanttecnousa.com
Phone: 847-380-1308
HST#: 45-5334621

Submission Details

Created On: Friday January 13, 2023 08:12:22
Submitted On: Wednesday February 01, 2023 17:03:46
Submitted By: John Losch
Email: john.losch@avanttecnousa.com
Transaction #: 25497098-1186-4c11-b65f-d8383ace7584
Submitter's IP Address: 32.143.227.178

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")	Avant Tecno USA Inc
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A, all equipment, products, and services included in this proposal will be provided by Avant. Avant has no subsidiary entities.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A, Avant does not use a DBA.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	7J1U2
5	Proposer Physical Address:	Avant Tecno USA Inc 1450 E Algonquin Road Arlington Heights, IL 60005
6	Proposer website address (or addresses):	www.avanttecno.com/usa
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):	John R Losch, COO/CFO 1450 E Algonquin Road, Arlington Heights, IL 60005 john.losch@avanttecno.com 847-380-1308
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John R Losch, COO/CFO 1450 E Algonquin Road, Arlington Heights, IL 60005 john.losch@avanttecno.com 847-380-1308
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Beau Slavens, President 1450 E Algonquin Road, Arlington Heights, IL 60005 beau.slavens@avanttecno.com 630-631-2464

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>MISSION – Avant Tecno USA is the pioneer in the multipurpose compact loader business in North America. Avant's mission is to revolutionize the loader market by offering a more productive and versatile way of working through its innovative products and services. Avant offers effective, safe and user-friendly compact loaders, attachments, parts and service to customers across multiple segments in North America. Avant adds value to our customer's businesses.</p> <p>VISION – Avant's vision is to become the leading name in the loader market in North America. Avant strives to find the unique use in each market segment that is not currently satisfied by others in the market.</p> <p>HISTORY – Thirty years ago, on June 1, 1991, Avant began operations. At the helm was Risto Kakela – a self-proclaimed farm boy from western Finland. He made the first test version of the machine on his farm. The small forklift was designed to distribute feed to cows.</p> <p>An impressive 80 loaders were sold during Avant's first year in business. But the recession loomed, and Risto knew that to keep the business solvent Avant would</p>

		<p>need to begin export operations. In 1992, with the help of the Finnish Foreign Trade Association, Avant signed up for a small exhibition booth at Bauma, the world's leading construction trade show in Germany. The following week would set the future success of the company. The interest in that first small-but-mighty green machine was overwhelming and the team received an astounding number of leads from 47 countries during that trade show.</p> <p>The next big step in the development of the Avant was at the 1995 Bauma exposition, when the first articulated Avant was introduced and instantly became a hit among attendees. The sales began to increase, and the user base expanded into several new market segments. This also marked the beginning of the company's active development of attachments. Today, all machines are articulated, and Avant offers an extensive lineup of more than 200 different attachments, giving weight to its slogan: One Machine – Hundreds of Jobs.</p> <p>When Avant celebrated its tenth birthday, Risto and his team bought the manufacturing property in Ylöjärvi, where Avant is headquartered today.</p> <p>In 2006, the Avant 600 series was introduced. This slick-looking machine boasted a new 36 HP engine, strong external hydraulics, a new telescopic boom, two drive speeds, a multi connector system for hydraulic attachments, strong piston type Poclain drive motors on every wheel and, as now standard for Avant, a rigid articulation joint for maximum stability even in the most difficult terrain. The machine was first tested out by a German sales team. One of the sales reps drove the machine for a long time, tried different attachments and finally jumped off the machine and exclaimed, "Now you have a wheel loader!" He was exactly right. The new Avant 600 series dominated the market.</p> <p>The business plan suddenly became very clear: to build the entire Avant collection around this design. Constant investment in product development became the backbone of Avant, and it allowed the company to grow faster while tailoring the machines to the needs and applications of their customers. The team presented the first fully electric Avant five years ago at the Agritechnica exhibition in Germany – notably the first at the entire show to have a loader with a lithium battery. Since then, Avant has continued to pioneer the R&D and production of versatile and multi-functional compact loaders and attachments.</p> <p>With sales offices already established in Finland, Germany, and the United Kingdom, Avant Tecno expanded operations to the United States in May of 2012. Today, the US is Avant's largest export country. Avant Tecno USA employs 28 colleagues who run the company's day-to-day operations including logistics, service, sales, marketing, business development, and finance.</p> <p>Aggressive growth is part of Avant's DNA. A multi-million-dollar expansion of the manufacturing facility in Finland is currently underway. This expansion will provide an additional 99,000 square feet to the current 760,000 square feet of manufacturing space and include additional technology enhancements that will allow Avant to double its manufacturing capacity. In addition, Avant Tecno USA now has 84,500 square feet of office and distribution space to manage the distribution of loaders to its North American dealers.</p> <p>From sales of 80 machines in its first year, to over 5,000 machines today, Avant continues to expand its global footprint as an industry-leading manufacturer of high-quality compact loaders and attachments.</p> <p>CORE VALUES - Avant operates on the following set of simple yet key core values:</p> <ol style="list-style-type: none"> Teamwork Sense of Responsibility & Entrepreneurship Honesty and Integrity Open Mind & Innovativeness
11	What are your company's expectations in the event of an award?	<p>In the event of an award, Avant expects that our partnership with Sourcwell will open additional opportunities within the three sectors served by Sourcwell. Avant plans to notify our dealers and end customers that we have successfully completed the RFP requirements and have signed a Sourcwell contract. This award will provide them with the best competitive offer available for Avant and their customers. This will permit our dealers to service their customers who are already Sourcwell members and have been asking if Avant is a Sourcwell provider.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Avant Tecno USA is a wholly owned subsidiary of Avant Tecno OY, a Finnish Corporation. We have no third-party debt nor any significant obligations to any other companies. Our current financial audit report as of 9/30/22 is included in the document submissions. Our FY 2022 sales were \$64.5 million with a net income of \$1.3 million.</p>

13	What is your US market share for the solutions that you are proposing?	We are a member of the AEM (Association of Equipment Manufacturers) Sub-Compact Wheel Loader Group which consists of 8 of the major manufacturers that produce wheel loaders with operating weight less than 3,500 kg and under 75 HP. All have agreed to report sales data on a monthly basis to AEM. Per the AEM 2022 calendar year reports, Avant's USA market share amongst the 8 manufacturers in this category is 42.56%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Per the AEM Sub-Compact Wheel Loader Group reports noted above Avant's AEM 2022 calendar year % of the Canadian market share for this category is 32.30%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Avant Tecno USA has not ever 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?	Avant Tecno USA is a wholly-owned subsidiary of Avant Tecno OY in Finland, the manufacturer. Avant Tecno USA is responsible for the distribution and sales of Avant Tecno OY's equipment throughout North America via an independent dealer network. b) As a wholly-owned subsidiary of the manufacturer, Avant Tecno USA would best be described as a manufacturer. Our North American dealer network currently consists of 49 independent dealers with 180 locations across 42 states and 7 Canadian provinces. Each dealer goes through a detailed onboarding review and must meet specific criteria to be considered for application, i.e. physical location, sales personnel, service department, and facilities. Our dealers are independent third parties but are bound to support and service our customers through a relationship established under a formal dealer agreement. Under this agreement, we are obligated to provide our dealers with machines, attachments, service support, and training. The dealers are obligated to support the end customers. Our dealers are assigned protected areas of responsibility therefore allowing them to better service and maintain customer relationships throughout the equipment life cycle. Both sales and service training is an on-going process Avant Tecno USA provides to all its dealers.	*
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.	The only certification required for Avant to participate in this RFP is our Illinois Business Authorization / Certificate of Registration. A copy has been uploaded to the Documents section.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	No "Suspension or Debarment" information has ever been applied to Avant.	*

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	Below are 4 relevant industry awards Avant has won in the past 5 years: <ul style="list-style-type: none"> • Compact Equipment Innovative Iron Awards 2022: Avant Tecno's 645 and 650 articulated loaders won in the category of power/size ratio for the top construction landscape and rental equipment launched in 2022. • Avant Tecno's e5 Fully Electric Articulated Loader was selected as one of Green Industry Pro's 2020 Editor's Choice Award winners. These awards are based on several factors, including innovation and dependability as well as audience engagement online at GreenIndustryPros.com. • Avant received a gold medal in 2018 from POLAGRA-PREMIERY International Agricultural Fair in Poland, in the category of Machinery and Appliances. • Avant also received a silver medal at the 2018 International Agricultural Machinery Trade Fair in Finland for the e6 Model in the New Products category.
20	What percentage of your sales are to the governmental sector in the past three years	Avant only sells direct to dealers who then sell to our end clients. As a result of this we do not have an exact percentage of our dealer's sales to the governmental sector but a good estimate is just above 10% based on discussions with dealers.
21	What percentage of your sales are to the education sector in the past three years	Avant only sells direct to dealers who then sell to our end clients. Per our discussions with our dealers our estimate of sales to the education sector is around 3%.
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?	Avant does not hold any state, provincial, or cooperative purchasing contracts.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Avant was awarded GSA Contract Number 47QMCA20D0030 on July 2, 2020. Our sales under this contract since its award have been approximately \$70,000.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Boston	Bill Coughlin, Director of Public Works	617-640-4783
Minneapolis Parks and Recreation Board	Dale Walker, Equipment Shop Supervisor	612-313-7772
Georgetown University	James Conner, Maintenance Superintendent	202-687-3471

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 *
New York City Parks and Recreation	Government	New York - NY	Property Maintenance	3 Machines	\$ 150,000 plus
City of San Bernardino	Government	California - CA	Multiple Segments	3 Machines	\$ 300,000 plus
Minneapolis Parks and Recreation Board	Government	Minnesota - MN	Multiple Segments	13 Machines	\$ 700,000 plus
Metropolitan Museum of Art	Non-Profit	New York - NY	Snow Removal	1 Machine	\$ 50,000 plus
Georgetown University	Education	District of Columbia - DC	Landscaping/Snow Removal	2 Machines	\$ 130,000 plus

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>AVANT TEAM - Avant's sales force consists of 5 Regional Sales Managers (RSM) and 6 Product Specialists (PS) responsible for the dealers in the following regions: Northeast/Eastern Canada, Southeast, Midwest, Texas, and West/Western Canada. The RSMs and PSs support the Dealers in their region and assist them with sales, customer demos, training, and other services as requested.</p> <p>DEALERS - Our dealers cover 42 states and 7 provinces with over 180 physical locations throughout North America.</p>
27	Dealer network or other distribution methods.	<p>Avant sells and services its machines through our network of independent dealers. Our dealer network currently consists of 50 dealers with over 180 brick-and-mortar locations. The 42 US dealers have sales and service locations across 42 states while our 8 Canadian dealers have locations in 7 of the 10 Canadian provinces.</p> <p>Each of Avant's dealers have multiple employees covering customer sales, service, and parts, so while we do not have a specific count of workers supporting Sourcewell participating entities, the number is in the hundreds.</p>
28	Service force.	<p>The first level of service is provided through our dealer network. This not only moves the service closer to the end customer but also aids in building the relationship between Avant's end customers and our dealers.</p> <p>To become an Avant dealer it is a requirement to have a service department with several service bays at each eligible dealer location. Given this requirement and assuming a minimum of 2 service personnel per location we can state confidently the service force supporting our loaders is over 360 technicians.</p> <p>The second level of service is provided by Avant's service support and training team. If a service problem arises that cannot be solved by the dealer's technicians, the dealer's service team then coordinates with the Avant Tecno USA service specialists who aid in resolving the customer's issue.</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.	All orders are placed through our dealers. Each dealer has a protected sales territory and must only accept orders from customers within their territory. Once an order is received, if the dealer has a machine in stock that meets the Sourcewell participating entity's order requirements they will immediately fill the order from their floorplan. If the machine is not available from the dealer stock, depending on the delivery window, they will either search other dealers in the network for a machine that meets the order specifications or place a new order for the specific machine the Sourcewell participating entity has requested. If Avant were to be awarded a Sourcewell Contract, then all dealers would be notified of the contract pricing and would be required to provide the contract pricing on all Sourcewell participating entity orders and report those sales to Avant for quarterly reporting.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As previously mentioned, the first line of customer service is through the dealer of record on the sale. As part of our new dealer on-boarding program, dealer service technicians are provided training by one of the Avant Technical Specialists. Each dealer has their own internal customer service program which is reviewed annually during our dealer review. After their initial training, dealer service technicians are offered regular service refresher and advanced training courses to continually keep them updated with the primary service issues.</p> <p>If there is no local dealer, or the local dealer needs assistance in solving a customer's issue, Avant Tecno USA technical specialists assist and guide the dealer service team to solve the issue. All Avant Tecno USA technical specialists have been to Finland for training. As new products are released and model updates are made, the technical trainers from the Avant Tecno OY, our parent company in Finland, provide additional training to the Avant Tecno USA technical specialists.</p> <p>Avant Tecno USA technical specialists are available from 7am to 6pm CST to handle dealer and customer support questions. If necessary, Avant Tecno USA technical specialists have direct contact with factory technical specialists in Finland for additional support. Avant Tecno USA technical specialists have a commitment to the dealer network and their customers as our goal is to resolve all issues in the timeliest manner.</p> <p>Our internal policy is to initially respond to all dealer/customer communications within 30 minutes. We typically diagnose issues within 24 hours of initial inquiry. In extreme cases, Avant tecno USA technical specialists will travel to our dealer or customer to repair products or solve any operational concerns customers may have.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Avant is willing to provide all products and services offered in this RFP to all Sourcewell participating entities throughout the US through our network of independent dealers. The current 42 US dealers have brick-and-mortar locations across 42 states and we continue to grow our network each year concentrating in states where we currently have no dealer presence.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Avant is willing to provide all products and services offered in this RFP to all Sourcewell participating entities throughout Canada through our network of independent dealers. Our 8 Canadian dealers have physical locations in 7 of the 10 Canadian provinces and we continue to aggressively grow our network each year in provinces where we currently have no dealer presence.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no geographic areas of the US or Canada we will not provide products or services offered under this RFP.</p> <p>Avant is willing to service all geographic areas of the United States and Canada under the proposed award. If we do not currently have a dealer within their state or province, Avant will work with the purchasing entity to identify a local service partner to assist them with service.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that Avant will not service.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions or specific contract requirements that would apply to participating entities in Hawaii and Alaska and in US Territories.</p> <p>Although Avant does not currently have a dealer in either Hawaii or Alaska, we do have customers in both to whom we provide service and support.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Avant Tecno USA's marketing department provides several resources and campaigns to support and strengthen overall brand awareness on both a local and global level. To build awareness and specifically market the Sourcewell contract award, Avant will utilize various platforms and channels including social media, print media, co-branded dealer websites, online advertising, and industry trade shows.</p> <p>Social Media – Educate and inform our fans and followers with an announcement about the Sourcewell contract award, linking to a partnership press release on our website.</p> <p>Print Media – Circulate a press release to our list of trade publication contacts for publishing in online and print media.</p> <p>Dealer Websites – Avant managed, co-branded dealer websites, optimized for conversions and aligned to Avant's marketing efforts, will be updated with Sourcewell contract award information.</p> <p>Online Advertising - Avant's online marketing presence includes Facebook lead generation campaigns, Google ads, paid search campaigns, paid traffic campaigns, SEM and SEO campaigns and email marketing newsletters. We will create an email campaign specific to the Sourcewell contract award and ensure all website landing page footers are updated with a hyperlinked logo and Sourcewell contract information.</p> <p>Trade Shows - Avant Tecno USA actively exhibits in the following national and regional trade shows:</p> <ul style="list-style-type: none"> o The Utility Expo o ARA Expo o TCI Expo o AED Expo o GCSAA Expo o Arbor Expo o CONEXPO <p>Avant will update and create marketing literature to include our Sourcewell award to actively promote the award at each of these trade shows.</p> <p>Lastly, our team will tap into the resources and tools that are available on the supplier portal on Sourcewell's website to ensure we are leveraging our partnership to its fullest extent.</p>

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In recent years, Avant has worked to strengthen its digital presence and domain authority through the following technologies:</p> <p>Social Media – Avant maintains an active organic and automated paid lead generation presence on Facebook, Instagram, Twitter, YouTube and LinkedIn with more than 20,000 combined followers. We will create Sourcewell-specific native and paid posts to inform our networks of the contract award.</p> <p>Re-targeting Campaigns – Avant keeps our brand in front of online traffic after they leave our website, serving ads to people who have demonstrated an active interest in Avant. We will ensure every page of our website is updated with Sourcewell information that is easy to access.</p> <p>ThumbStopper – The Avant Social Media Program seamlessly distributes and syndicates multimedia content to our dealer's social networks (Facebook and Instagram) at no cost to our dealers. This program is fully funded and run by Avant and over 75% of dealers are currently enrolled. We will include Sourcewell information in the content creation for this program.</p> <p>PowerChord – Avant sponsors customized dealer websites that are fully managed by the Avant marketing team and powered through our dealer locator: https://www.avantdealers.com/. The footer on each of these websites will be updated to include the hyperlinked Sourcewell logo. Additionally, we will build and dedicate a page to Sourcewell on each of these sites.</p> <p>Paid Search and Google ads – Avant actively creates campaigns that drive traffic, brand awareness and high-intent leads to both Avant's website and to local dealer PowerChord websites. We will create campaigns utilizing Sourcewell keywords to drive traffic to the Sourcewell information on our websites.</p> <p>Video Testimonials – Professional and impactful video testimonials produced by our video production partners that are posted to our social media channels. In the future, we would produce a video testimonial specific to a Sourcewell customer.</p> <p>The digital data captured from each of the technologies above is used to craft more effective content and campaigns for any/all identified targeted segments, thereby increasing interaction and sales. We also utilize collected data to re-target potential customers to keep Avant products top of mind for when they are ready to purchase.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Avant expects Sourcewell to advertise the awarded contract and market to its members through its website and at national and regional trade shows.</p> <p>Avant is prepared to incorporate the following tactics into our existing sales process should we be awarded the Sourcewell contract:</p> <p>Develop a Sourcewell award communication plan including the following:</p> <ol style="list-style-type: none"> 1. Dealer notification and awareness, 2. Revision of our dealer development presentations and recruitment efforts/materials to highlight our Sourcewell Contract as an added benefit to becoming an Avant dealer, and 3. Ensure Sourcewell Contract information is presented and discussed at our national dealer meetings to broaden awareness of the contract benefits. <p>Many of our dealers already sell to Sourcewell members who are not able to utilize the benefit of Avant having a Sourcewell contract and have been asking for Avant to apply when the next opportunity arises.</p> <p>In addition, Avant will implement training among our sales and marketing teams to establish confidence and enthusiasm in the buying power of more than 50,000 government, education and nonprofit organizations that the Sourcewell Contract will provide.</p> <p>Lastly, we will revise marketing brochures, website pages, and other literature to include and reference our Sourcewell Contract.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, Avant does not currently have 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.	Avant provides product, equipment, maintenance, and operation training to our dealer's applicable internal teams. In turn, they will support Sourcewell's participating entities. Upon delivery to the customer, a familiarization training is provided by the dealer's staff at no additional cost. In addition, an owner's manual and product warranty information is provided for the specific pieces of equipment delivered. These documents are also accessible online. If a customer has any specific operating questions that they cannot find in the operating manual or is not answered by their local dealer, the Avant Tecno USA customer service team is available to assist with these questions during standard office hours.	*
41	Describe any technological advances that your proposed products or services offer.	Avant is the original compact articulating loader, and through careful design offers a lightweight, strong, and capable loader and attachment package. With our lightweight and capable loaders, operators are able to complete multiple jobs that would otherwise require a much heavier machine with a much larger engine, or multiple machines to perform the same suite of services. Avant loaders also minimize ground impact and save on fuel and maintenance costs. Additionally, the Avant proprietary Optidrive system limits hoses, fittings, and hydrostatic drive system restrictions to prevent heat build up in the drive system thereby reducing power loss by 10%, making the Avant loader even more efficient.	*
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.	Avant Power, the new subsidiary of Avant Tecno Group, will start manufacturing batteries to be used in Avant's electric loaders in 2023. Now, Avant can offer our customers battery packs that are 100% suitable and developed for Avant loaders. These new batteries, in most use cases, will make it possible to work the whole day with a fully charged battery. We believe Avant Power's batteries will begin a new era for electric loaders in terms of capacity, operating time, operating life, safety, sustainability, and affordable pricing.	*
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.	Avant does not have any third-party issued eco-labels, ratings, or certifications.	*
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.	Avant does not have any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran-owned business certifications.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Compared to conventional wheel loaders and skid steer loaders, Avant's unique concept provides improved safety, productivity, efficiency, and ease of use. These improved features include:</p> <p>Versatility: Avant's features are very adaptable for year-round use. Avant loaders have over 200 uniquely designed attachments for various tasks and job sites, eliminating the need for multiple job-specific pieces of machinery.</p> <p>Minimal ground impact: Lightweight design, combined with articulated steering, enables driving on sensitive ground with minimal surface impact.</p> <p>Reach: Offset telescopic boom (standard option) offers 23 – 32 inches of extra reach without compromising stability or visibility. The telescopic boom provides the versatility of extended reach and higher dump heights. Lifting height reaches up to 11.5 ft with the new 860i model.</p> <p>Lift-to-weight ratio: Avant loaders have an unrivaled lift-to-weight ratio. The tipping load is approximately 70% of its own weight.</p> <p>Unrestricted operator view: In order to maximize safety, the driver has an unrestricted 360-degree visibility from the loader. This is the reason why the operator always sits on the front chassis with the telescopic boom offset from the central line of the machine. The visibility to the front of the loader, and attachments, is unrestricted in every vertical position of the boom. This unrestricted visibility is also achieved at any articulated angle.</p> <p>Stability: All Avant loaders have rigid frame design and a low center of gravity. This provides excellent stability in all conditions.</p> <p>Simple connection system: With over 200 attachments available, the connection system must be quick and easy. Avant's attachment connector system provides a simple and easy way of connecting attachments. The attachment connector system combined with Avant's hydraulic multi-connector is the most advanced on the market. Attachments can be easily connected/disconnected while the loader is on or off and the hydraulic multi-connector system eliminates the chance of improperly connecting hydraulic attachments and the need to deal with individual hydraulic hoses.</p> <p>Economical transport: Small size means that it can easily be transported between job sites easily. The loader's light weight eliminates the need for a larger truck and trailer.</p> <p>Aftersales: Avant's North American headquarters is the biggest Avant stock outside the factory. Our after-sales support ensures spare part availability resulting in minimal downtime.</p> <p>Avant's products are designed to align the participating entity with the right machine and attachments to meet their the requirements. Avant loaders work across multiple industries and segments so a single loader can accomplish the tasks formerly done by several pieces of equipment. With over 200 specifically designed attachments, a single Avant can handle jobs across multiple segments, including, but not limited to: Material Handling, Property Maintenance, Groundcare, Landscaping, Digging and Construction, Farming and Horse Stables, and Forestry.</p>
----	---	---

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Avant's warranty covers all products, parts and labor for any defects that may occur within the standard warranty period or extended warranty period (if purchased). For further details please reference the included documents.</p> <p>Avant Warranty Policy documents contain details of the terms of all loader model warranties, attachment warranties, and extended warranties.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Avant warranties do not cover damage or repairs required as a result of incorrect or neglected maintenance, operation in a negligent manner, or use exceeding the approved specifications. Damage caused due to environmental factors outside of the control of Avant is not covered under warranty.</p> <p>For a repair to be deemed warrantable, the warranty repair must be within the warranty period, and the reason for repair is due to a defect in material or workmanship from the Avant factory.</p> <p>Once the repair is deemed warrantable by an Authorized Avant Dealer or Avant approved service center, the claimant will order the parts necessary and complete the repair at no charge to the customer. Once the repair is completed, the Avant dealer files the warranty claim through the dealer portal for payment.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Avant's warranty covers the cost of an Avant dealer technician's travel time at 50% of the dealer's agreed upon warranty labor rate (up to 3 hours) and mileage at \$0.55 per mile (up to 150 miles).
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?	There are some geographic regions of the United States and Canada where we do not have a local dealer with Avant trained technicians. In these areas, the Avant USA service team will work with the Sourcewell participating entity to qualify a local service center to perform any necessary warranty repairs. If the Sourcewell participating entity has their own service department, the Avant Tecno USA service team may also work directly with them to complete the warranty repair. In addition, based on the size of the order, Avant is willing to send a technician on-site for preventative maintenance training.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service on all items included in the proposal, with the exception of engines, auger drive, auger bits, and trenchers, will be handled directly through Avant. Engine warranty services are handled by the respective authorized dealers, though many Avant dealers are Kubota Engine or Kohler Engine authorized dealers. Auger drive, auger bit, and trencher warranty services are handled directly with the original equipment manufacturer and the customer or servicing dealer.
51	What are your proposed exchange and return programs and policies?	<p>All new and unused parts so long as they are in resalable condition may be returned within 30 days of purchase and in accordance with the return policy attached in documents. For other items on the proposal, returns and exchanges are handled on a case-by-case basis directly through the selling dealer.</p> <p>Avant's financing programs provide for exchange or trade-in financing as long as the dealer is willing to accept the equipment as part of the sale.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Avant offers three different extended service contract options for our 220, 225, 423, 523, 528, 530, 630, 635, 640, 645, 650, 735, 755, 760, and 860 model loaders. Each listed model has the option for one-, two-, or three-year extended warranties.</p> <p>At this time there are no extended service contract options for attachments.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	All Avant products are purchased through our independent dealer network. Payment terms are typically COD but can vary based on the payment method, either direct payment or a financed purchase.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Through our financing partner, Avant Tecno Financial Solutions (ATFS), Avant offers both leasing and financing options for terms for 24, 36, 48, and 60 months. With regards to leases they offer both \$1 buyout as well as FMV lease options.	*
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.	The typical dealer documents involved with sales include a quote based on the requesting entities specifications or RFP are: an invoice once the quote has been accepted, a financing application, and the financing documents. As invoices are dealer-specific documents, we don't have any samples to upload.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Since all end customer sales are handled through our dealer network we are not aware which dealers will accept a P-Card.</p> <p>Most of our dealers only accept credit cards for smaller purchases, below \$10,000 and assess a 2% surcharge on those purchases. Depending on the fees associated with the P-card we believe they would be willing to accept P-cards under the same conditions as credit cards.</p> <p>If Avant needs to complete any requirements to participate in the P-card procurement process we are willing to do that.</p>	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are applying to our offer is a line item discount for our entire catalog of solutions. Each item in our catalog contains a unique manufactures product number or (MPN) and the discount offered will be applied to the entire offering at the same rate. A detailed price list is included in the document upload section containing our list price followed by the Sourcwell participating entity price.
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.	The pricing discount offered for all Sourcwell participating entities as part of this proposal is 12% below list price.
59	Describe any quantity or volume discounts or rebate programs that you offer.	If an individual order is greater than \$350,000 before PDI, shipping, and taxes Avant is willing to offer an additional 1% discount in addition to the standard 12%.
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.	Although we do not anticipate any "sourced" or "open market" products or related services associated with this contract. If any do occur as a result of the award Avant Tecno USA will supply such items at cost plus 10%.
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.	The delivering dealer will charge a \$450 pre-delivery inspection (PDI) charge for each machine purchased through the Sourcwell contract. No other costs will be charged.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	The cost of delivering the equipment from the selling dealer to the participating entity's specified destination would be included in the final invoice to the entity at cost and is not included in the Avant product pricing.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Orders shipped direct from Finland arrive to port via ocean freighter and are then transported over land via the preferred delivery method. For non-direct orders, all shipments to Hawaii would be made via ocean freighter and require customs paperwork due to the use of international waters. These arrangements are typically made by the selling dealer with the assistance of Avant's shipping department. Sales to participating entities in Alaska and Canada would be delivered via truck and again would be contracted by the selling dealer in conjunction with Avant's shipping department.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	In the event a participating entity orders a complete container of equipment directly from the factory in Finland, (i.e. 4-5 loaders plus attachments), the container would be delivered directly to the selling dealer and a flat delivery charge of \$5,000 would be charged to the participating entity. An Avant Service Specialist would schedule to be on-site shortly after the container arrives to PDI the machines and familiarize the end customer on the equipment.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We cannot offer better pricing than the pricing offered through our GSA contract per their terms.

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>The self-audit program adherence process that we plan to put into place to verify compliance with our proposed contract with Sourcewell will consist of the following steps:</p> <ol style="list-style-type: none"> 1. Communicate Sourcewell contract terms and pricing to all dealers in network 2. Provide dealers notification of ""Make Good"" holdback on Sourcewell participating entity deals until required paperwork is submitted 3. Audit the Sourcewell participating entity invoice insuring it was prepared using the correct contract pricing 4. Once verified, provide dealer with ""Make Good"" amount to satisfy dealer agreement 5. Prepare quarterly Vendor report for Sourcewell and deliver administrative fee based on the prior quarters participating entity invoices
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.	The only metric Avant will use to consider whether the Sourcewell program is a success will be gross sales attributed to the Sourcewell contract. Avant expects sales to be at least \$750,000 in the first year of the contract and then to grow by an additional \$750,000 each year after that to the point where contract sales reach \$3,000,000 per year by the fourth year of the contract.
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.)	Avant proposes an administrative fee to be paid to Sourcewell of 2.0% on equipment sales before PDI, freight, and taxes, if applicable.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>The Avant offering includes all items included in our 180 page catalog (attached as a supporting document) to our offering. Our proposal includes 15 loader models, over 50 options for participating entities to customize their loader (including, but not limited to, heated seats, air conditioning, and radio), and over 200 attachments specifically designed to be operated with an Avant loader. This combination allows a single machine to be used across multiple seasons and purposes. Avant also offers a variety of universal attachment plates allowing purchasing entities the ability to use previously purchased skid-steer or non-Avant attachments with their new Avant loader.</p> <p>Avant's offer includes ongoing product support and training required to back our equipment, either through our world class dealers or our in-house customer support team.</p> <p>The complete catalog of Avant's equipment and products being offered with detailed descriptions of each offering is included in the documents section.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Avant's articulated compact loaders combined with tools from our suite of over 200 attachments can provide solutions for the following subcategories with a few examples of attachments for each subcategory:</p> <p>Material Handling: Buckets Pallet Forks Bee Hive Movers</p> <p>Property Maintenance: Dozer Blades Snow Plows & Blowers Brooms Sand/Salt Spreaders</p> <p>Groundcare: Lawn Mowers Flail Mowers Edge Trimmers Lawn Aerator</p> <p>Landscaping: Levellers Power Rakes Screening Bucket</p> <p>Digging & Construction: Augers Backhoes Trenchers Hydraulic Breakers</p> <p>Farming and Horse Stables: Silage Fork Bale grabs Horse Arena Harrow</p> <p>Tree Care: Timber Grab Stump Grinder</p>

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	Avant's loaders offer backhoe capabilities in various forms either through a remote control backhoe attachment or in-cab backhoe attachment. Along with the backhoe attachments, a variety of buckets are offered to customize the backhoe functionality.
72	Skidsteers;	<input type="radio"/> Yes <input checked="" type="radio"/> No	By definition, we are not a skid steer, but Avant Loaders provide the same functionality of a skid steer on an articulating frame.
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Avant's loaders with either a remote control backhoe attachment or in-cab operated backhoe attachment meet the definition of an excavator. The Avant loaders have a extendable boom, arm, and bucket and rotate while attached to the front of our loaders. The extendable arm can be used for digging, lifting, or carrying.
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	The telescopic boom of an Avant loader can operate as a telehandler utilizing one of our pallet fork attachments or other grabbing tools.
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Avant supports numerous soil compaction and site preparation attachments, each with that specific propose. Depending on the desired job Avant loaders can perform the job of many tools with one machine from tree removal, to soil distribution, to horse arena preparation and soil compaction.

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

Line Item 76. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

Documents

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

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

- [Pricing](#) - Line 57 Sourcewell 2023 Price List.pdf - Tuesday January 31, 2023 13:34:13
- [Financial Strength and Stability](#) - Line 12 Avant Tecno USA Inc FY22 FS Final.pdf - Tuesday January 31, 2023 13:34:38
- [Marketing Plan/Samples](#) - Table 7 Marketing Material Examples.zip - Tuesday January 31, 2023 13:45:23
- [WMBE/MBE/SBE or Related Certificates](#) - Line 17 Certificate of Registration - ROT Reseller.pdf - Tuesday January 31, 2023 13:42:22
- [Warranty Information](#) - Table 9 Warranty Documents.zip - Tuesday January 31, 2023 13:45:36
- Standard Transaction Document Samples (optional)
- [Upload Additional Document](#) - Line 69 Avant 2022 digital catalog.pdf - Tuesday January 31, 2023 13:47:58

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. - John Losch, COO / CFO, Avant Tecno USA Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 24 2023 02:56 PM	<input checked="" type="checkbox"/>	2
Addendum_3_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue January 3 2023 11:29 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Tue December 27 2022 03:08 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223 Mon December 12 2022 04:08 PM	<input checked="" type="checkbox"/>	1