



MASTER AGREEMENT #022626
CATEGORY: Roadway Paving Equipment
SUPPLIER: SAKAI America, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and SAKAI America, Inc., 90 International Parkway, Adairsville, GA 30103 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on April 21, 2030, unless it is cancelled or extended as defined in this Agreement.
- i. **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - ii. **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #022626) to Participating Entities. In Scope solutions include:
- a. Asphalt pavers, screeds, distributors, and loaders;
 - b. Steel-wheeled and pneumatic tire rollers;
 - c. Wideners, tack distributors, cold planers, and compactors; and,
 - d. Concrete mixers, and gunite or shotcrete delivery equipment.
- Proposers may include related equipment, accessories, and services to the extent that these solutions are directly complementary to the equipment, products, or service(s) being proposed in a.-d. above.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

- xi) **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 Agreement 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.
- xii) **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.
- xiii) **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.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.
- xv) **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 Agreement or any purchase by a Participating Entity.
- xvi) **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.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.
- xviii) **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.

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

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

**Article 2:
Sourcewell and Supplier Obligations**

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.
 - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
 - d) **Termination.** Upon the termination of this Agreement 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.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

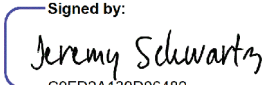
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

SAKAI America, Inc.

Signed by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 4/21/2026 | 8:29 AM CDT

Signed by:

 7AF194F0FA014A1...
 By: _____
 Brad Belvin
 Title: Sales & Marketing Manager
 Date: 4/21/2026 | 7:59 AM CDT

RFP 022626 - Roadway Paving Equipment

Vendor Details

Company Name: SAKAI America, Inc.
90 International Pkwy
Address: Adairsville, Georgia 30103
Contact: Daniel Margrave
Email: daniel.margrave@sakaiamerica.com
Phone: 770-877-9433
HST#: 58-2515973

Submission Details

Created On: Tuesday February 24, 2026 16:40:36
Submitted On: Thursday February 26, 2026 16:13:39
Submitted By: Daniel Margrave
Email: daniel.margrave@sakaiamerica.com
Transaction #: 53d7245e-13cf-4b62-8515-9110da741aab
Submitter's IP Address: 147.243.202.240

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer’s corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Sakai America, Inc
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code - 4PQV3
5	Provide your NAICS code applicable to Solutions proposed.	333120
6	Proposer Physical Address:	90 International Pkwy Adairsville, Georgia 30103
7	Proposer website address (or addresses):	https://www.sakaiamerica.com
8	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):	Brad Belvin, Sales & Marketing Manager, 90 International Pkwy Adairsville GA 30103, brad.belvin@sakaiamerica.com, 724-309-4391
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Brad Belvin, Sales & Marketing Manager, 90 International Pkwy Adairsville GA 30103, brad.belvin@sakaiamerica.com, 724-309-4391
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>SAKAI America's heritage is rooted in over a century of specialized engineering, beginning with the 1918 founding of SAKAI Heavy Industries and the 1929 launch of Japan's first internal combustion asphalt roller. Our history is defined by industry-leading innovation, including compaction firsts such as 4,000 VPM technology and the development of the industry's only vibratory tire roller. This legacy of longevity transitioned to the North American market in 1976 with the establishment of SAKAI America, eventually leading to our Adairsville, Georgia, manufacturing facility in 2001. Today, our Georgia plant proudly builds over half of all machines delivered to US and Canadian customers, ensuring a strong domestic footprint and localized support for Sourcewell members.</p> <p>Our business philosophy is anchored in a "For the Customer" mantra, focusing on providing heavy compaction solutions that are exceptionally reliable, durable, and easy to operate. Guided by this and our four remaining core values of Quality, Speed, Teamwork, and Passion, our vision is to be the most sophisticated and trusted compaction equipment provider in North America. This customer-centric approach informs every stage of our process, from initial design to localized manufacturing and long-term dealer support. By prioritizing high-performance engineering and a "Teamwork" mindset with our partners, we ensure that SAKAI equipment remains a cornerstone of efficient, high-quality roadway infrastructure projects.</p>
12	What are your company's expectations in the event of an award?	<p>Sourcewell will become Sakai America's de facto offering for municipal purchases and will be offered as a first choice option for all governmental purchases. We expect to grow our municipal business by offering a streamlined and simple sales process for government agencies to purchase our equipment. If awarded contract we will also create materials to promote the contract in addition to include in publication materials when applicable and allowed.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Sakai is a global company that has been an independently family run company for over one hundred years. Sakai Heavy Industry is listed on the Tokyo Stock Exchange. Sakai America has established operations in 1976 and opened a plant in N. America in 2001. N. American business has been in continuous operation is now celebrating 50 years of American business and 25 years of domestic assembly in N. America. Our financial records are attached for both Sakai America as well as Sakai Heavy Industries.</p>
14	What is your US market share for the Solutions that you are proposing?	<p>Marketshare is not a figure that is publicly disclosed and beyond what is reported in financial reports is considered confidential. Sakai America current distribution network is primarily through heavy equipment dealers and we do not supply to larger rental companies, which will impact total market share figures. It can be disclosed that in certain categories we enjoy anyone from ~8% to 20%.</p>
15	What is your Canadian market share for the Solutions that you are proposing?	<p>Marketshare is not a figure that is publicly disclosed and beyond what is reported in financial reports is considered confidential. Sakai America current distribution network is primarily through heavy equipment dealers and we do not supply to larger rental companies, which will impact total market share figures. Canadian marketshare has been rapidly improving over the past 3-5 years as we have onboarded dealers in 3 provinces are in the final stages of onboarding a dealer for full province representation.</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>None</p>
17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>SAKAI America is a manufacturer that delivers its products and services through a network of independent authorized dealers, consistent with the standard distribution model for heavy equipment. Our internal sales force consists of Regional Sales Managers who are direct employees of SAKAI America. These managers provide strategic support and product expertise to our dealer network, ensuring that Sourcewell members receive the most effective compaction solutions for their specific project needs.</p> <p>While our dealers are independent third-party entities authorized under formal SAKAI contracts, they are supported by our own Product Support and Parts departments. Our Product Support team, comprised of SAKAI employees, assists dealer technicians with service, warranty, and technical training. Furthermore, we maintain a comprehensive parts inventory at our Adairsville, Georgia factory, sourcing locally whenever possible to support our dealers in maximizing machine uptime. This structure ensures that while the localized sales and service are provided by independent regional experts, every machine is backed by the direct resources and engineering expertise of the manufacturer.</p>

18	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.	Based off the information listed in this RFP there are no known licenses and/or certifications required to conduct business on this contract.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>SAKAI America Inc. has been consistently recognized within the industry for our groundbreaking products and technologies. We have received numerous product and technology awards in the last 5 years, including multiple Asphalt Contractor Top 30 Editor's Choice Awards as just a small sample:</p> <ul style="list-style-type: none"> • Guardman Echelon Mode (2025) • Guardman Auto Brake Assist System (2022) • GW754 Vibratory Pneumatic Roller (2020) <p>These recent awards from just one group hint at the the dozens of product and technology recognitions SAKAI has earned over the past decades, underscoring our consistent innovation. SAKAI America is dedicated to a philosophy of continuous improvement. We consistently pursue initiatives to enhance our products and services, ensuring we meet and exceed the evolving needs of our customers and the Sourcwell program.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years?	5-8% of our total sales have been going into the government sector over the past three years. We have experienced municipalities that may be able to purchase used machines out of a rental fleet, but we have limited exposure to when this occurs as our independent dealer network handles these transactions and does not have a reporting requirement to inform Sakai of this type of sale. We do anticipate that this amount of business to increase if awarded Sourcwell contract as many of our dealers have success with other manufactures they sell that have agreements with Sourcwell on other contracts.	*
22	What percentage of your sales are to the education sector in the past three years?	Our products are typically not used in a traditional K-12 sector and are not able to be identified as such. There are independent dealers that contribute machines to local Operators Unions for training purposes with factory assistance for dedicated classroom and hands on training at the learning centers.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>HGAC -</p> <p>There are other state contracts that Sakai is listed on like the NC Sheriffs Association Bid, Florida Sheriffs Association Bid, Oklahoma State contract, ESCNJ, or South Carolina State bid are all handled on an individual basis by our independent dealer network.</p>	*
24	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?	Sakai America does not currently participate in any GSA contracts or any other Federal Government supply contracts.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Grady County District 2	John Nicholas	405-224-2184	*
City of Cleveland	Commissioner Jeff Brown	216-420-8178	*
Town of Flower Mound	Billy Stemer	972-847-6431	*
Hill County	Scotty Hawkins	254-283-6554	
Burnet County Precinct 4	Homer Will	409-882-2242	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcwell 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.	Sakai America has full time dedicated sales, marketing, application specialist, and sales support staff to support marketing efforts for products offered through Sourcewell's RFQ. This includes 4 regional sales managers supporting sales efforts across all of the United States and Canada through the Sakai network of heavy equipment dealers and sales to government and municipal agencies. Field sales staff also supports dealer training, operator training, and machine startups. Sakai America employees a dedicated asphalt specialist to support field sales team in training and startup efforts. A dedicated marketing manager supporting sales team through marketing efforts across the U.S. and Canada. A dedicated sales support member to supporting orders and shipment of equipment in tandem with the field sales staff.
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Sakai America Has a dealer network across the US and Canada with 40 contracted heavy equipment dealers with 175 locations including Alaska & Hawaii. These dealer location support contractors, municipalities, and government agencies across the US and Canada.
28	Service force.	Servicing Sakai machines is the responsibility of our contracted dealers throughout the US and Canada. All Sakai dealers are required to offer both shop and field service and have trained technicians on properly repairing heavy equipment. Sakai America offers support to this dealer service as needed through a variety of methods. Sakai America has a full time aftersales support team that manage after sales service efforts for all Sakai products offered. Staff includes a VP Service and Parts, North American Service Manager, Technical support managers, and a service and warranty manager. This team assists in offering hands on at factory or on-site training, providing on demand phone support with direct access to our Sakai employed technicians, offering customized troubleshooting documents, and monitoring telematics for any machine alerts and informing dealers for proactive repair. In addition to this Sakai service team support, we also provide an online dealer portal that has access to shop manuals and diagnostic manuals to decrease the time for diagnosis and repair of machines to ensure maximum uptime.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sakai America will work with it's dealer network to make sure that the agency working with the contract to ensure the agency understands the product and what machine options would be recommended for their use of the product. Once machine configuration has been determined the dealer will move through a simple and transparent order process with a guideline created by Sakai to ensure Sourcewell contract compliance. The process will then move to a standard transactional process. 1) Agency will issue Purchase order to authorized dealer with reference to Sourcewell Contract # and Sourcewell Member #. 2) Dealer will accept PO and follow process of either delivering a Sakai machine from dealer inventory or issuing a PO to Sakai for new factory order with indication of Sourcewell on Dealer PO to Sakai. 3) Machine will then be delivered to dealer (if not already in inventory) and then undergo a PDI and installation of any non-factory options. 4) Machine will be delivered to Customer and then invoiced by the dealer with the agreed upon payment terms set by independent dealer. 5) Sakai will process and offer a secondary audit to ensure compliance and then submit to Sourcewell on a monthly basis along with payment of any administrative fees.
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.	Issues are addressed swiftly and effectively, primarily via our authorized dealer network: All inquiries initially route through the SAKAI authorized dealer network. Our dealer network employs factory-trained technicians for local diagnostics, troubleshooting, and repairs. Sakai Dealers offer local parts/field service capabilities for rapid on-site resolution. B. Factory-Level Technical Support: For complex issues, SAKAI America's Adairsville factory service support team provides advanced technical assistance to dealers, ensuring direct factory expertise and efficient resolution through collaboration. C. Handling Shipping Damage: While responsibility typically transfers (FOB Origin) from our factory, SAKAI America assists dealers with transit damage. We promptly facilitate replacement parts and support to correct issues, ensuring machines quickly become operational. This commitment extends beyond strict contractual obligation. D. Proactive Problem Prevention: Our distinction begins with prevention. SAKAI's Quality philosophy ensures reliable, durable equipment. Dealer Pre-Delivery Inspections (PDI) following rigorous factory preparation (option installation, cleaning, secure loading), ensure machines arrive ready to work to our exact specifications. Our industry-leading 3-year/3,000-hour standard warranty (heavy equipment; light equipment has separate terms) and operator training (upon request) to minimize issues.

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	SAKAI America is fully prepared and committed to providing our complete line of high performance compaction equipment to all Sourcewell participating entities across the United States. Our Adairsville, Georgia manufacturing facility ensures a consistent supply of machines and parts, while our dedicated and constantly expanding network of authorized independent dealers provides localized sales, maintenance, and technical support. We possess the internal infrastructure, including regional sales managers and a factory product support team, to effectively back our distributors and manage and prioritize Sourcewell contract orders to ensure timely delivery and superior service.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	SAKAI America is fully prepared to provide products and services to Sourcewell participating entities throughout Canada. We support our Canadian customers through an expanding network of established independent heavy equipment dealers who possess expertise in regional paving requirements and local regulations. Our logistics team is well versed in established freight movements to Canadian destinations, and our Georgia based parts and service departments provide the same high level of technical oversight and rapid components support to our Canadian partners as they do within the United States.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Sakai will sell, service, and support any Sourcewell participating member in the US and Canadian market.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Sakai will not make any exclusions to any participating entities and will utilize Sourcewell as the first choice for our governmental sales approach.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There will be no specific requirements or restrictions for Hawaii, Alaska, and US Territories. Sakai has experience for sales and service to all defined areas. If it does benefit the municipality and we can work together with our dealers for improved logistical deliveries for products shipping from our factory Japan.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	If the nonprofit entity is a Sourcewell member the Sakai product will be made available without exception.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>SAKAI America is committed to a comprehensive marketing strategy that ensures the Sourcewell contract becomes a primary vehicle for our government and municipal sales. Our approach centers on digital visibility, dealer enablement, and direct customer education to simplify the procurement process for participating entities.</p> <p>We will launch a dedicated, SEO-optimized webpage on the SAKAI America website specifically designed for government and municipal visitors. This page will guide users through the Sourcewell pricing process, highlighting the efficiency of the cooperative purchasing model. To maintain consistent branding, our Regional Sales Managers will incorporate Sourcewell logos and links to this guide in their email signatures where permitted. Furthermore, we will leverage digital advertising by including Sourcewell callouts in Google Ads and social media posts, ensuring the logo is used strictly within Sourcewell contract guidelines.</p> <p>Our independent dealer network will be a critical component of this strategy. We will provide dealers with targeted email blasts and a dedicated section within the SAKAI Dealer Portal featuring resources on how to process Sourcewell orders and identify internal points of contact. For all inbound leads identified as government or municipal entities, our team will proactively inform them of our Sourcewell participation as an option for pre-negotiated pricing. This integrated approach, supported by physical signage and brochures at industry tradeshows, ensures that the Sourcewell advantage is communicated at every touchpoint of the SAKAI customer journey.</p>	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>SAKAI America leverages digital data and technology to transform heavy equipment marketing into a targeted, data-driven operation. By utilizing website analytics and search metadata, we gain insights into the specific needs of government and municipal procurement professionals. This allows us to tailor our digital content to their unique search intent, ensuring that information regarding Sourcewell contract benefits is easily discoverable. SAKAI America punches well above its weight class in web traffic, outperforming competing products in virtually all user-friendly Google pagespeed metrics (usability, page speed, accessibility, etc.). We also leverage Google Ads to a greater degree than most products in our categories, focusing on dedicated campaigns for each model variant in the best effort to reach the exact audience who needs a given roller or compactor.</p> <p>Our strategy centers on the use of structured metadata and SEO optimization to capture high-intent traffic. By monitoring keyword performance related to cooperative purchasing and various compaction topics, we will optimize our dedicated Sourcewell landing page to serve as a primary resource for officials researching pre-negotiated contracts. We also utilize digital advertising tools to refine our reach, ensuring that our Google Ads and social media callouts are visible to relevant decision-makers at the exact moment they are seeking equipment solutions. If awarded contract Sakai will invest in dedicated Google Ads for announcing Sourcewell participation.</p> <p>On social media, we use audience engagement metrics to enhance the effectiveness of our posts and digital ads. By analyzing interactions with our content, we can deploy messaging that highlights our product benefits to municipalities and note our domestic manufacturing as a strength. This digital approach is supported by a disciplined lead management process; we track and quickly qualify inbound inquiries to ensure they are immediately routed to the appropriate independent dealer with the necessary pricing and quote support to serve the Sourcewell participating entity as rapidly as possible.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>In our view, Sourcewell's primary role is to provide the baseline professional procurement framework and digital infrastructure that validates SAKAI America as a vetted, reliable provider. We look to Sourcewell for a searchable member portal by product type needed, access to basic branding assets, and membership recruitment forms links or page links. SAKAI America is prepared to handle the heavy lifting of active promotion and sales execution. As an experienced manufacturer in the cooperative purchasing space, we provide Sourcewell with a partner that is already equipped to generate contract volume with minimal administrative oversight.</p> <p>We will integrate the Sourcewell agreement into our long-standing, proven internal process for cooperative buying. SAKAI America and our dealer network have operated within similar models for many years; we are not starting from scratch and will not need to reinvent our workflows to adopt Sourcewell. We already possess a rapid-response system for handling inquiries, providing contract pricing, and supporting our dealers with the necessary documentation to close sales quickly. By hitting the ground sprinting with these established processes, we ensure a frictionless, high-speed procurement experience for every Sourcewell participating entity.</p>	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	All Sakai sales will be handled through our dealer network to uniquely accommodate the needs of each Sourcewell participating member. We do offer e-procurement options to our dealer network for aftermarket parts, but as of today that is not available to end users to access.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *
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<p>41</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>SAKAI America Inc. provides comprehensive training and resources designed to empower Sourcewell members with the knowledge and skills to maximize the performance, longevity, and safety of their SAKAI equipment. Our training efforts focus on both end-users and our extensive dealer network, ensuring expertise is available at multiple levels.</p> <p>Operator Resources & Training Core Design Philosophy: SAKAI machines are intentionally designed for ease of use. They feature physical knobs and analog gauges, avoiding complicated touchscreens to ensure intuitive operation and quick adaptation by crews.</p> <p>Provided Resources:</p> <ul style="list-style-type: none"> • Operator Manuals: A detailed operator manual is provided with every machine delivery. • Digital Resources: We offer a range of helpful videos and various quick reference documents, such as winterization guides, to support ongoing operation and maintenance. <p>In-Person Operator Training:</p> <ul style="list-style-type: none"> • Content: This practical, hands-on training for new deliveries focuses on safe operation, basic machine functions, daily maintenance checks, and optimal compaction techniques. Our machines' inherent simplicity helps crews become productive faster. • Basis of Provision: In-person operator training is available upon request from the customer or facilitating dealer. Our commitment is to ensure customers derive maximum benefit from their investment and helps minimize operational errors. Training can often be conducted on-site, using the customer's new equipment. <p>Dealer Technician Training Type & Content: SAKAI America Inc. invests significantly in training the technicians within our authorized dealer network. This advanced training covers:</p> <ul style="list-style-type: none"> • In-depth Diagnostics: Utilizing specialized tools and software. • Advanced Troubleshooting: Resolving complex mechanical, hydraulic, and electrical problems.
<p>42</p>	<p>Describe in detail your 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.</p>	<p>Sakai offers an industry leading 3 year / 3000 hour full machine warranty for all diesel engine equipped machines. No other competitor on previous solicitation matched this level of base machine warranty.</p> <p>Machine warranty will start upon delivery date the Sourcewell member and there are no unique requirements for member to complete. The local dealer who will be responsible for reporting delivery of the unit which is already standard practice.</p> <p>There are no transfer restrictions and the machine warranty stays until expiration of term which will be delivered date to customer. The only exception would be if the machine being sold is considered 'used' where the remaining warranty has already started and will be stated on all contract documentation. (if selling used is allowed under solicitation)</p> <p>Sakai, in addition offers customizable extended warranty solutions that vary from coverage type and length of term both date and time.</p> <p>Sakai has dealer coverage throughout the US and Canada for warranty and standard maintenance service with the potential of factory technician to accompany if required.</p> <p>Sakai will reimburse our dealers based on labor cost, parts cost, and cover a large portion of travel time and mileage which according to last solicitation is not common. This extensive coverage will ensure that any warranty service work will make sure that Sourcewell members are put on the top of the list for having machines serviced by our unmatched support of our dealer network.</p>

<p>43</p>	<p>Describe any technological advances that your proposed Solutions offer.</p>	<p>SAKAI America remains a technological leader in the compaction industry by balancing high-frequency innovation with a steadfast focus on reliability and durability. Our machines are engineered to provide sophisticated, high-performance solutions while maintaining the raw mechanical integrity and operating simplicity that municipal and government crews require for long-term fleet serviceability.</p> <p>Industry-Exclusive Safety and Performance</p> <ul style="list-style-type: none"> • Guardman and Echelon Mode: We are the only provider in the paving and compaction space to offer automatic emergency braking safety. The Guardman Auto Brake Assist System, utilizing 3D LiDAR and millimeter-wave radar, detects hazards and automatically brakes in case of the operator not heeding progressive warnings. Our exclusive Echelon Mode for Guardman allows two highway-class rollers to work in close proximity during tandem rolling without worry of collisions, a first-of-its-kind safety advancement for highway-class paving. • Gear-Driven ND Oscillation: While competitors typically rely on maintenance-intensive belt-driven systems, SAKAI's ND oscillation is uniquely gear-driven. We provide the only market-proven true double drum simultaneous oscillation; whereas others typically only oscillate in one drum or the other depending on direction, SAKAI enables simultaneous oscillation in both drums to achieve critical density and smoothness faster while being gentler on the aggregate to prevent white capping. • GW754 Vibratory Tire Roller: SAKAI developed the world's first and remains the only provider of a vibratory pneumatic tire roller. The GW754 offers a density boost that no other roller can match by combining the kneading action of pneumatic tires with high-frequency vibration. <p>Pioneering Engineering and Intelligent Solutions</p> <ul style="list-style-type: none"> • 4,000 VPM and Intelligent Compaction: SAKAI was the first to offer 4,000 VPM (vibrations per minute), setting the industry standard for high-speed, thin-lift asphalt applications. Our machines are fully compatible with modern Intelligent Compaction (IC) systems. We take this a step further with our unique CCV (Compaction Control Value) sensor, which measures the ground's response more accurately than the standard CMV sensors used by our competitors. • Autonomous Solutions: We are currently at the forefront of the next technological frontier with production autonomous solutions already deployed in the Japanese market. We are evaluating the strategic implementation of these autonomous systems for the North American market to meet evolving labor and efficiency challenges.
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<p>44</p>	<p>Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.</p>	<p>SAKAI America and our parent company, SAKAI Heavy Industries, prioritize environmental responsibility through engineering efficiency, sustainable material selection, and strict adherence to global emissions and noise pollution standards.</p> <p>SAKAI Heavy Industries maintains an ISO 9001:2015 certification (Quality Management System), which serves as the foundation for our sustainable manufacturing processes. Our parent company is also an active participant in the NETIS (New Technology Information System) program, managed by the Ministry of Land, Infrastructure, Transport and Tourism (MLIT) in Japan. Through this program, SAKAI has registered several "green" technologies, including our ECO mode system, which is officially recognized for its contribution to CO2 reduction and noise pollution mitigation.</p> <p>Product-Specific Green Initiatives</p> <ul style="list-style-type: none"> • ECO Compaction Mode: Most SAKAI models feature a specialized ECO mode that optimizes engine RPM to the specific compaction task. This system can reduce fuel consumption and CO2 emissions by a significant percentage (percentage varies per model) compared to full-throttle operation, as validated by MLIT/NETIS testing. • Sustainable Material Philosophy: Rooted in our heritage as a Japanese manufacturer where resources are scarce, our engineering favors high-grade metal over plastic and fiberglass. This approach significantly increases the machine's recyclability at the end of its service life and reduces the environmental impact associated with polymer manufacturing. Think metal hoods, metal decks, metal spray tips, and spray bars as well as wear-resistant drum alloys. • Emissions Compliance: All SAKAI Solutions proposed for the US and Canadian markets are fully compliant with EPA Tier 4 Final emissions standards. Furthermore, as part of our continuous improvement cycle, we are currently transitioning several upcoming model revisions to meet the even more stringent EU Stage V requirements. • Maintenance-Free Aftertreatment: Several of our compact rollers, such as the SW354, utilize mechanical diesel engines that achieve Tier 4 compliance without the need for a DPF (Diesel Particulate Filter) or DEF (Diesel Exhaust Fluid). This reduces chemical waste and eliminates the energy-intensive "regeneration" cycles common in competing equipment. • Acoustic Footprint and Noise Mitigation: Most SAKAI products are engineered and certified to meet Japan's stringent noise pollution requirements, which are among the most rigorous in the world. We maintain these high standards for all machines distributed in the United States and Canada. This certification, overseen by the Ministry of Land, Infrastructure, Transport and Tourism (MLIT), ensures that our equipment is suitable for work in noise-sensitive residential areas and urban night-shift paving projects. US and Canadian customers have provided frequent feedback on just how quiet our equipment is. • Extended Life Cycles and Resource Conservation: SAKAI asphalt rollers and soil compactors are engineered for extreme longevity, often remaining in active service significantly longer than the industry average. By extending the operational life of the equipment, we directly reduce the total lifecycle resource consumption and energy expenditure required to manufacture replacement machinery. This "build-to-last" philosophy is a core component of our sustainability strategy.
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<p>45</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>SAKAI America's solutions are backed by rigorous third-party certifications from global and national regulatory bodies, ensuring they meet high standards for energy efficiency, noise reduction, and environmental management.</p> <p>Ultra-Low Noise Construction Machine Certification (MLIT) The majority of SAKAI's compaction equipment is formally certified as "Ultra-Low Noise Construction Machinery" by the Japanese Ministry of Land, Infrastructure, Transport and Tourism (MLIT). This label is awarded only to equipment that reduces noise levels by at least 5dB below standard requirements. We maintain this engineering standard for all machines distributed in the US and Canada, providing a third-party verified rating that ensures our solutions are suitable for noise-sensitive municipal environments.</p> <p>NETIS Environmental Technology Registration Our ECO Compaction Mode is a registered technology within the NETIS (New Technology Information System), a third-party evaluation database managed by the Japanese Ministry of Land, Infrastructure, Transport and Tourism. This rating validates the system's ability to reduce fuel consumption and CO2 emissions by significant percentages through intelligent engine RPM management. This serves as a verified performance rating for the energy efficiency of the solutions included in this proposal.</p> <p>ISO 9001:2015 Quality and Lifecycle Design SAKAI Heavy Industries maintains ISO 9001:2015 certification (Registration No. JQA-1425), which governs the design, development, and manufacturing of our equipment. This third-party certification ensures a standardized approach to product lifecycle, focusing on high-durability engineering that extends the service life of our machines. This "build-to-last" philosophy directly supports resource conservation by reducing the frequency of machine replacement and minimizing the total environmental footprint of a municipal fleet.</p> <p>EPA Tier 4 Final / EU Stage V Compliance All proposed solutions carry official engine certifications from the U.S. Environmental Protection Agency (EPA) and, in expanding upcoming model update cases, EU Stage V ratings. These third-party emissions labels guarantee that SAKAI machines utilize the most advanced air-quality protection technologies available for internal combustion engines today.</p>
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<p>46</p>	<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>SAKAI America offers a unique value proposition to Sourcewell participating entities by combining industry-exclusive compaction technology with a "built-to-last" engineering philosophy. We provide high-performance solutions that are simultaneously the most advanced and the most reliable in the industry, ensuring that municipal fleets maximize their return on investment.</p> <p>SAKAI provides several unique solutions that no other manufacturer in the compaction space can offer:</p> <ul style="list-style-type: none"> • The GW754 Vibratory Pneumatic Roller: This is the first and only machine of its kind. It combines the kneading action of pneumatic tires with high-frequency vibration, allowing it to achieve densities that traditional rollers cannot match. • True Double Drum Simultaneous Oscillation: SAKAI offers the only market-proven true double drum simultaneous oscillation on the market. While most competitors typically only oscillate in one drum or the other depending on direction, SAKAI allows for simultaneous oscillation in both drums to achieve critical density and smoothness faster without risking damage to the aggregate. • Gear-Driven ND Oscillation: While competitors rely on maintenance-intensive belt-driven systems that require frequent adjustment and replacement, SAKAI's oscillation is uniquely gear-driven for extreme durability. • Guardman and Echelon Mode: We are the only provider to offer the Guardman Auto Brake Assist System, which uses 3D LiDAR and radar to prevent jobsite accidents. Our exclusive Echelon Mode allows two rollers to work in tandem safely, a critical feature for high-production paving. <p>Municipalities often keep equipment in service longer than private contractors, making SAKAI's focus on raw durability a perfect fit for Sourcewell members. We prioritize mechanical integrity and operating simplicity to reduce training time for municipal crews and minimize the need for complex, expensive electronic repairs. Our customer-first philosophy extends to on-site support. It is our common practice, upon request, for our Regional Sales Managers (RSMs) to provide in-person operator training at the customer's location upon initial machine delivery. This hands-on approach ensures that municipal operators are comfortable with the unique features of SAKAI equipment, leading to safer jobsites and more effective compaction results from day one.</p> <p>A significant portion of our portfolio is manufactured right here in the United States. Over 50% of the machines we sell in the US and Canada are built at our Adairsville, Georgia, facility. Most notably, 100% of our soil compactors are now built domestically. We are committed to a strategy of continuous growth for our domestically built portfolio, providing Sourcewell members with the peace of mind that comes from supporting American manufacturing and enjoying domestically-supported parts availability.</p> <p>Ultimately, SAKAI America provides a "plug-and-play" solution for government entities. We offer the safety of cutting-edge technology (Guardman) with the security of a machine that is built more robustly than the industry standard. By choosing SAKAI through Sourcewell, entities are selecting equipment that is engineered to be the most productive on the jobsite while remaining the easiest to maintain in the shop.</p>
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<p>47</p>	<p>Describe any ergonomic features your solutions offer to minimize fatigue and strain on operators.</p>	<p>SAKAI America prioritizes operator health and productivity by engineering machines that mitigate the physical stressors inherent to paving and compaction. Our solutions focus on isolating the operator from harmful vibrations and noise while providing ergonomic controls and seating that simplify the operation of high-performance machinery.</p> <p>Vibration and Noise Mitigation</p> <ul style="list-style-type: none"> • Isolated Operator Decks: SAKAI decks are specifically engineered to remain isolated from the machine frame to minimize felt vibrations. Unlike many competitors who utilize drum-mounted isolators, SAKAI uses frame-mounted, long-life isolators. These are designed to perform significantly longer before deterioration, ensuring the operator remains protected from fatigue-inducing vibration over the entire life of the machine. • Industry-Leading Quiet Operation: SAKAI machines are among the quietest in the industry. This reduction in decibel output significantly lowers auditory fatigue, allowing operators to remain more alert and comfortable during long shifts, particularly in urban or night-work environments. <p>Seating, Visibility, and Climate Control</p> <ul style="list-style-type: none"> • 180-Degree Rotating Stations (Highway Class): On our larger highway-class rollers, the entire operator station—including the seat, console, and controls—rotates 180 degrees as a single unit. This allows operators to easily monitor their drum edges and the paving surface in either direction without aggressive leaning or neck strain. • Wide Bench Seats (Utility Class): Our utility-class rollers, such as the SW354, SW504, and TS160, feature wide bench seats. This design provides the operator with multiple seating positions, making it easy to see either side of the machine for precise edge work without awkward contortions. • Climate-Controlled Cabs and Premium Seating: We offer fully enclosed cabs on many models to protect operators from extreme temperatures, dust, and wind. We also provide suspension seats (standard on several models) to provide a cushioned ride across varying terrain. Standard ROPS canopies on larger units and optional additions on smaller models protect operators from the elements and reduce sun-related fatigue. <p>Intelligent Control Systems</p> <ul style="list-style-type: none"> • AutoSpeed Cruise Control: Our highway rollers feature AutoSpeed, which allows the operator to set a consistent compaction speed. This ensures the correct "impacts per foot" for quality results while drastically reducing the need for constant FNR (Forward-Neutral-Reverse) lever manipulation. • Integrated Safety: On Guardman-equipped machines, this cruise control works in tandem with the auto-braking system, providing a layer of safety that reduces the cognitive load and stress on the operator, knowing the machine will assist in hazard detection and mitigation.
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<p>48</p>	<p>Describe any high-visibility features such as lighting packages, camera systems, or mirrors with extended sightlines your equipment offers.</p>	<p>SAKAI America prioritizes "All-Around Visibility" as a core engineering principle, ensuring that operators have a clear line of sight to both the work surface and surrounding personnel. Our equipment is designed around the 1M (one-meter) visibility philosophy, which aims to provide the operator with a direct view of a one-meter-high object within one meter of the machine's perimeter.</p> <p>Advanced Lighting and Nighttime Operation</p> <ul style="list-style-type: none"> • LED Lighting Packages: We offer LED lighting as a standard or optional feature on most models. For larger machines, specialized work light kits can be added to the ROPS to provide a 360 degree field of illumination. • Drum and Mat Illumination: We offer optional dedicated LED drum lights on many asphalt models that specifically illuminate the drum edges and the asphalt mat. This allows for precise edge-matching and surface monitoring during low-light or nighttime paving. • Standard Safety Signaling: Most of our asphalt models include turn signals and hazard lights as standard equipment. These features, integrated from our global safety standards, provide a level of visibility for surrounding traffic and ground crews that is often not standard in the North American market. • LED Strobe Options: High-visibility LED strobes are available as an option on most models, including both open-platform and cab-equipped units, to further enhance machine presence on busy jobsites. • Internal Visibility: Optional panel lights are available for gauge clusters, ensuring that critical machine data remains clearly visible to the operator during nighttime operations without causing distracting glare. <p>Comprehensive Mirror and Camera Systems</p> <ul style="list-style-type: none"> • Extended Sightline Mirrors: Mirrors are standard on most asphalt rollers and available as an option on soil compactors. On cab-equipped units, we provide a complete visibility suite, including external side mirrors and interior rearview mirrors. These are strategically positioned to help operators monitor drum edges and rear blind spots without excessive physical strain. • Camera Systems and Guardman Integration: We offer backup cameras as optional equipment on specific models by request. On certain machines equipped with the Guardman safety system, standard integrated backup cameras aid the operator along with 3D LiDAR and radar sensors. • Guardman Visibility Backstop: Guardman acts as a critical safety backstop in areas where physical visibility may be limited, such as the immediate area behind a large-class roller. The system detects obstacles that an operator might miss and can automatically initiate braking, effectively extending the operator's "vision" through active sensing technology.
<p>49</p>	<p>Describe any guarding or emergency stop features or alarms your equipment offers such as moving parts guarding, obstacle detection sensors, and auto-shut off options.</p>	<p>SAKAI America prioritizes "All-Around Visibility" as a core engineering principle, ensuring that operators have a clear line of sight to both the work surface and surrounding personnel. Our equipment is designed around the 1M (one-meter) visibility philosophy, which aims to provide the operator with a direct view of a one-meter-high object within one meter of the machine's perimeter.</p> <p>Advanced Lighting and Nighttime Operation</p> <ul style="list-style-type: none"> • LED Lighting Packages: We offer LED lighting as a standard or optional feature on most models. For larger machines, specialized work light kits can be added to the ROPS to provide a 360 degree field of illumination. • Drum and Mat Illumination: We offer optional dedicated LED drum lights on many asphalt models that specifically illuminate the drum edges and the asphalt mat. This allows for precise edge-matching and surface monitoring during low-light or nighttime paving. • Standard Safety Signaling: Most of our asphalt models include turn signals and hazard lights as standard equipment. These features, integrated from our global safety standards, provide a level of visibility for surrounding traffic and ground crews that is often not standard in the North American market. • LED Strobe Options: High-visibility LED strobes are available as an option on most models, including both open-platform and cab-equipped units, to further enhance machine presence on busy jobsites. • Internal Visibility: Optional panel lights are available for gauge clusters, ensuring that critical machine data remains clearly visible to the operator during nighttime operations without causing distracting glare. <p>Comprehensive Mirror and Camera Systems</p> <ul style="list-style-type: none"> • Extended Sightline Mirrors: Mirrors are standard on most asphalt rollers and available as an option on soil compactors. On cab-equipped units, we provide a complete visibility suite, including external side mirrors and interior rearview mirrors. These are strategically positioned to help operators monitor drum edges and rear blind spots without excessive physical strain. • Camera Systems and Guardman Integration: We offer backup cameras as optional equipment on specific models by request. On certain machines equipped with the Guardman safety system, standard integrated backup cameras aid the operator along with 3D LiDAR and radar sensors. • Guardman Visibility Backstop: Guardman acts as a critical safety backstop in areas where physical visibility may be limited, such as the immediate area behind a large-class roller. The system detects obstacles that an operator might miss and can automatically initiate braking, effectively extending the operator's "vision" through active sensing technology.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
50	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	Sakai is a private company and is a fully owned subsidiary of our parent company located in Japan.
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
59	Describe your payment terms and accepted payment methods.	Our independent dealers will be responsible for handling payment terms. Net-30 will be the most common payment term.
60	Describe any leasing or financing options available for use by educational or governmental entities.	Sakai currently offers subsidized finance and lease rates to our end users through a set panel of lenders with whom Sakai America has an agreement. These same programs would be made available to Sourcwell members.

61	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Sakai America has internal transaction documents to serve for the purpose of internal audit prior to submittal to Sourcwell. (Uploaded under transaction forms). The general transaction form will differ as our dealers are all independent and may have unique business systems. It will be required if awarded contract the following items will be required to ensure contract compliance. Dealer will submit to order to Sakai America with Sourcwell member number, Sourcwell Contract Number, a copy of customer purchase order, and copy of the quotation issued. These will then be audited by the territory sales manager who will then give approval for dealer to continue with delivery. After machine is delivered and all paperwork is confirmed they will go through a final audit and then reported on a monthly basis to Sourcwell. At the discretion of Sourcwell we can either report these on a quarterly or a monthly basis along with submitting the administrative fee.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Payment will be handled by our independent dealer network. If they are able to handle P-card procurement any cost handling will be at their discretion.	*
63	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.	Please see our attached pricing. Pricing will be listed as a line item and then options will be available on a cafeteria style selection that are customized and clearly specified to each model.	*
64	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 discount for machines will be at 18% from MSRP/List Pricing. Discount for machine options will be at 10%	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	For the Sourcwell Contract we will offer the following Multi-Unit Discounts. 5-9 Units = 2% discount 10+ Units =4% discount	*
66	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	Any open market items will be handled by our independent network. Any open market item not sold by Sakai has not undergone any of our rigorous quality control and all agreements of handling and costing will be mutually agreed upon by the dealer and the buying agency.	*
67	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.	Sakai will be responsible for selling the goods listed on this RFP and options at the published pricing. Any delivery charges, PDI, non-factory installed options, or charges not specifically by Sakai listed on the Sourcwell RFP will be required to be on a separate line item(s) to the customer by our authorized dealer.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sakai will make our goods available to our authorized dealer for pick up from our factory, or in some applicable shipping port for machines produced in Japan to help with reducing cross continental freight charges.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have previously done for our customers in Hawaii, Alaska, and Canada for any machines produced in Japan we will work with our dealer networks to help with cross continental freight charges. Machines produced in Adairsville GA will be required to be picked up and any freight charges will be up to our independent network to handle.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our products listed in this proposal and the customer base intended are all under our standard scope of business. If a customer has a unique challenge we will be happy to discuss with the exception of anything that would be deemed not safe for delivery or compromise machine for any future safety issue.	*
71	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing.	All Sourcwell quotes will be touched by an employee of Sakai will to ensure contract and pricing accuracy. After submission it will be internally audited to ensure pricing and contract compliance. (Please see our attached audit document that we will administer with all of our dealers.)	*

72	<p>If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.</p>	<p>SAKAI America approaches the Sourcwell agreement with a baseline of over 10 years of experience in the cooperative purchasing space. We maintain cooperative transaction data down to the individual purchase that allows us to monitor contract volume and make data-driven adjustments to our marketing and dealer support strategies.</p> <p>We will leverage our extensive historical data (including machine models sold, purchasing entities, and seasonal timing) to establish a success baseline. Given that Sourcwell is more widely utilized than other programs we have participated in, our primary metric for success will be year-over-year transactional growth compared to our established historical averages. We expect to not only meet but exceed previous volume benchmarks through the Sourcwell framework.</p> <p>To measure the ongoing success of the agreement, we will track the following internal metrics:</p> <ul style="list-style-type: none"> • Contract Adoption Rate: We will monitor the percentage of municipal and government leads that convert specifically through the Sourcwell contract vs retail or other procurement methods. • Fulfillment Precision: We track "Promised vs. Delivered" dates to ensure that the streamlined nature of the Sourcwell contract is matched by our operational speed, ensuring participating entities receive their equipment on or ahead of schedule. • Dealer Participation Levels: We track which independent dealers are most active with the Sourcwell contract. This allows us to identify regions that may require additional training or localized marketing support to increase contract awareness. • Lead-to-Quote Velocity: Using our lead-tracking process, we measure the speed at which inbound Sourcwell inquiries are qualified and supplied to dealers with final contract pricing. Our goal is a "sprint" response time to maintain the efficiency advantage of the cooperative model. <p>These metrics are typically reviewed on a quarterly and annual basis, if not continuously. If a specific roller class or geographic region is underperforming against our expectations, we can use this data to trigger course adjustments. This includes increasing targeted digital marketing, deploying communications to local dealers, or conducting specialized training sessions to re-energize the sales channel.</p>
73	<p>Provide a proposed Administration Fee payable to Sourcwell. The Fee is in consideration for the support and services provided by Sourcwell. The proposed Administrative Fee will be payable to Sourcwell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.</p>	<p>Sakai America proposes a 2% administrative fee for Sourcwell for promotion, audit, and regulatory compliance.</p>

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	<p>The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.</p>	<p>For the larger Cooperative purchasing agreements bid by Sakai America and not through a dealer this matches with additional consideration for multiple unit order discounts.</p>

Table 7A: Depth and Breadth of Offered Solutions (200 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
75	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Equipment offered by Sakai America in the RFP would be as follows: Single Drum Rollers (5 to 13 tons) 10 models Double Drum Rollers (1.5 to 16 tons) 21 models Combination Rollers (3 to 4 tons) 4 models Pneumatic Tire Rollers (3 ton) 1 model Vibratory Pneumatic Tire rollers (10 - 25 tons) 2 models (World Exclusive) Three Wheel Static Roller (15 tons) - 2 models Handheld Compaction Equipment - 5 models
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A

Table 7B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Asphalt pavers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Screeds	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
79	Distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
80	Loaders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
81	Steel-wheeled and pneumatic tire rollers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Sakai America is a dedicated supplier of compaction products within N. America. This allows to focus all of our efforts on ensuring a well engineered quality product that is focused on providing a dedicated solution of compaction equipment with our tagline being "Masters of Compaction". We offer the worlds only Vibratory Pneumatic Tire Roller which has been recognized by the FHWA for results that improve structural life of asphalt roads.
82	Wideners	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
83	Tack distributors	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
84	Cold planers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
85	Compactors	<input checked="" type="radio"/> Yes <input type="radio"/> No	All of our single drum Soil Compaction equipment is assembled in our facility in Adairsville GA. We offer unique Oscillation solutions to beneficial to geographic areas to avoid creating structural damage that could be caused from vibration.
86	Concrete mixers, and gunite or shotcrete delivery equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
87	Describe in detail any complementary and additional services included in your proposal for services such as paving as a service, contracted work, or other services related to the paving equipment offered. Provide details related to third-parties involved and how the services are provided to agencies.	<input checked="" type="radio"/> Yes <input type="radio"/> No	We offer assistance through consultation for difficult paving projects at no cost to our customers as an additional service.

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 88. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - SAKAI America Price List - RFP 022626 - Sourcwell - Effective 10012025.xlsx - Thursday February 26, 2026 09:29:49
 - [Financial Strength and Stability](#) - Sakai Financial Documents.zip - Thursday February 26, 2026 08:58:46
 - [Marketing Plan/Samples](#) - SAKAI Marketing Plan for Sourcwell with Example Concepts.pdf - Thursday February 26, 2026 15:13:05
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Sourcwell Audit Sheet.xlsx - Thursday February 26, 2026 14:41:38
 - Requested Exceptions (optional)
 - Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. 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, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christopher "Bradley" Belvin, Sales and Marketing Manager, Sakai America, Inc.

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

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_3_Roadway_Paving_Equipment_RFP_022626 Tue February 3 2026 08:17 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Roadway_Paving_Equipment_RFP_022626 Tue January 13 2026 12:46 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Roadway_Paving_Equipment_RFP_022626 Fri January 9 2026 10:59 AM	<input checked="" type="checkbox"/>	2