

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO AND  
CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY, NOW KNOWN AS  
DOOSAN BOBCAT NORTH AMERICA, INC., FOR MEDIUM DUTY AND COMPACT  
CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City’s Purchasing Agent certifies in writing that the cooperative procurement contract is in the City’s best interests, to the City’s economic advantage, and the agency’s contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. Sourcewell (Agency) issued a Request for Proposal (RFP) Number 020223 for Medium Duty and Compact Construction Equipment with Related Attachments by posting the solicitation on Agency’s website (Sourcewell Procurement Portal) at least ten (10) days before the proposal was due.

C. On April 6, 2023, based on the results of the competitive process, Agency awarded a contract with Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc., (Contractor) and executed the RFP Number 020223-CEC for Medium Duty and Compact Construction Equipment with Related Attachments Contract with Contractor, identified as Sourcewell RFP Number 020223-CEC. Sourcewell RFP Number 020223-CEC was amended on May 28, 2024 to incorporate the new name of Contractor (i.e., Doosan Bobcat North America, Inc.) into the Agency Agreement, identified as AMENDMENT #1 TO CONTRACT # 020223-CEC. Additionally, Sourcewell RFP Number 020223-CEC was amended on March 7, 2025 to delete Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract and to incorporate that deletion into the Agency Agreement, identified as AMENDMENT #2 TO CONTRACT # 020223-CEC. (all cumulatively referred to as the “Agency Agreement”), attached as Exhibit 1; and

D. The City’s Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide to City the same pricing offered to Agency for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

**II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby

acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.
2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through April 17, 2027, with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year options within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.
3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.
4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.
5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.
6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.
7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

### **III. CONTRACT ADMINISTRATOR**

1. Contract Administrator. The Department of General Services, Fleet Operations Division (Department) is the Contract Administrator for this Contract. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Division  
Attention: Rex Ragucos  
2740 Caminito Chollas  
San Diego, CA 92105  
(619) 525-8535  
RexRagucos@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department  
Attention: Oscar Garcia  
1200 3<sup>rd</sup> Avenue - Suite 200  
San Diego, CA 92101  
OLGarcia@sandiego.gov  
(619) 236-6037

#### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$2,500,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years, and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

#### **V. CONTRACT**

1. Contract Documents. This Contract consists of this Contract and its Exhibits; the Sourcewell's Solicitation Number 020223 for Medium Duty and Compact Construction Equipment with Related Attachments; Clark Equipment Company dba Bobcat Company's (now known as Doosan Bobcat North America, Inc.) Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance; and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). Pursuant to Article 4 "PRODUCT AND PRICING CHANGE REQUESTS" of the Agency Agreement, a fully executed Sourcewell Price and Product Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the

Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Agreement and any properly executed written amendment(s) to the Agency Agreement
- 3<sup>rd</sup> Clark Equipment Company dba Bobcat Company's (now known as Doosan Bobcat North America, Inc.) Response to Solicitation, including all Specifications and the Proposer's Affidavit and Assurance of Compliance
- 4<sup>th</sup> Agency's Solicitation and any Addenda

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

## **VI. CITY'S ADDITIONAL TERMS**

1. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. Contractor Standards. Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CLARK EQUIPMENT COMPANY  
DBA BOBCAT COMPANY, now known as  
Doosan Bobcat North America, Inc.

By: Eric veidel  
Eric veidel (Mar 18, 2025 21:02 CDT)

Name: Eric veidel

Title: Government Account Manager

Date: Mar 18, 2025

CITY OF SAN DIEGO

By: 

Name: Claudia Abarca

Title: Director of Purchasing & Contracting

Date: Mar 19, 2025

Approved as to form this 20<sup>th</sup> day of  
March, 2025.

HEATHER FERBERT, City Attorney

By: Markecia Simmons  
Markecia Simmons (Mar 20, 2025 10:53 PDT)  
Deputy City Attorney

Print Name: Markecia Simmons

**EXHIBIT 1: AGENCY AGREEMENT**



## **Solicitation Number: RFP #020223**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Bobcat Company, 250 East Beaton Dr., West Fargo, ND 58075 (Supplier).

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

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 17, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

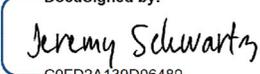
## **22. CANCELLATION**

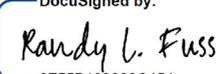
Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's

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

Sourcewell

Clark Equipment Company dba Bobcat Company

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 4/5/2023 | 9:09 PM CDT

DocuSigned by:  
  
 0F55B103999C454...  
 By: \_\_\_\_\_  
 Randy L. Fuss  
 Title: Director Government Accounts  
 Date: 4/6/2023 | 6:49 AM PDT

Approved:

DocuSigned by:  
  
 7E42B8F817A64CC...  
 By: \_\_\_\_\_  
 Chad Coquette  
 Title: Executive Director/CEO  
 Date: 4/6/2023 | 8:51 AM CDT

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

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## Vendor Details

Company Name: Clark Equipment Company  
Does your company conduct business under any other name? If yes, please state: Bobcat Company  
Address: 250 East Beaton Drive  
West Fargo, North Dakota 58078  
Contact: Randy Fuss  
Email: randy.fuss@doosan.com  
Phone: 701-241-8746  
HST#: 38-0425350

## Submission Details

Created On: Monday January 02, 2023 10:07:38  
Submitted On: Thursday February 02, 2023 15:19:15  
Submitted By: Randy Fuss  
Email: randy.fuss@doosan.com  
Transaction #: aeb6e4f7-4d95-43ca-ad84-fcc9b4f07ed1  
Submitter's IP Address: 136.226.48.180

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Bobcat Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bobcat Company
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Bobcat Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity ID: LNCJF4TCJRV8
5	Proposer Physical Address:	Bobcat Company 250 East Beaton Dr. West Fargo, ND 58075
6	Proposer website address (or addresses):	www.bobcat.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randy L. Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 randy.fuss@doosan.com (701) 241-8746
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jesse Rheault Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 jesse.rheault@doosan.com (701) 241-8759  Barry Hanson Government Account Manager 250 East Beaton Dr. West Fargo, ND 58078 barry.hanson@doosan.com (701) 241-8793  Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 kristie.willett@doosan.com (704) 883-3772  Heather Messmer Government Sales Support Manager 250 East Beaton Dr. West Fargo, ND 58078 (701) 241-8719

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Bobcat Company was founded on innovation. Since the beginning, we've engineered machines that empower people to accomplish more. That focus is what kick-started our business in 1947 and what drives us forward today – innovating the best equipment, technology and services to help customers tackle their toughest jobs.</p> <p>Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites.</p> <p>Our roots are deep in North Dakota – having started here in 1947 – and we are the state's largest manufacturer, with three North Dakota production facilities; Gwinner ND, Bismarck ND, Wahpeton ND, along with a facility in Litchfield MN, Statesville NC and Johnson Creek WI. Global Bobcat manufacturing facilities are located in South Korea, France, Czech Republic and China.</p> <p>Bobcat Company leads the industry in the design, manufacture, marketing and distribution of compact equipment for construction, rental, landscaping, agriculture, grounds maintenance, government, utility, industry and mining. We strive to empower our customers to do their jobs more efficiently and effectively.</p> <p>The renowned Bobcat brand — ours since the name was first used in 1962 — is synonymous with durability and dependability. Tough, versatile, agile Bobcat® equipment — with its time-tested reliability — has rightly earned the nickname “One Tough Animal.” Bobcat Company continues to be committed to delivering the industry's best compact equipment.</p> <p><b>Core Values and Business Philosophy</b> The people of Bobcat Company practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan". These values guide the way we do business, the way we treat each other and the way we work with all of our partners. The nine core values are as follows:</p> <ul style="list-style-type: none"> <li>• People</li> <li>• Inhwa</li> <li>• Profit</li> <li>• Cultivating People</li> <li>• Customers</li> <li>• Integrity &amp; Transparency</li> <li>• World-class Technology &amp; Innovation</li> <li>• Safety &amp; Environment</li> </ul> <p>Our growth plans are etched in the following:</p> <ul style="list-style-type: none"> <li>• Brand Excellence</li> <li>• Innovation Leadership</li> <li>• Powered by People</li> <li>• Community Partnership</li> </ul>

11	What are your company's expectations in the event of an award?	In the event of an award, Bobcat Company will continue to expand, market, train, and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We'll strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition.  Strategically and with a concerted effort (Bobcat®, Sourcewell, and Independently Owned Dealers) our organization will continue to be the market leader and premier offering in the compact equipment industry. The Sourcewell contract coupled with implementing our sales and marketing plan which will consist of a unified effort of the Bobcat® Corporate Government Sales Team, Corporate Field Sales Staff, Marketing Group, Service Staff, along with our world class dealer resources, routine training & communication with support of corporate marketing resources to gain further brand exposure and awareness for Bobcat® and Sourcewell. Further, our marketing and sales execution will consist of strong trade show attendance, association involvement, print/digital marketing and dealer engagement contacting the equipment fleet users, and procurement professionals, meeting face to face as best we are allowed to position our unified value proposition (Bobcat® Brand and Sourcewell).	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is Ba3 primarily reflects our company's dominant position in the compact farm and construction equipment market throughout North America. Our CFR is supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	We estimate our market share to be 38% throughout North American Market for our compact construction equipment products.	*
14	What is your Canadian market share for the solutions that you are proposing?	We estimate our market share to 30% throughout the Canadian Market for our compact construction equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Clark Equipment Company dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Clark Equipment Company dba Bobcat Company is the manufacturer of Bobcat® Compact Equipment.  Our dealers are independently owned and operated, not owned by Bobcat Company. The dealers contract with Bobcat Company each year in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Bobcat Company holds the current business licenses to operate throughout North America and pertinent certifications to be compliant with the EPA, OSHA, ISO and LEED etc. in order to to market, manufacture, and sell the compact equipment throughout North America and globally. (See Attached Certifications) and (See Attached Corporate Sustainability Report)	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable	*

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received	2018 Landscape Business Twenty for 2018 New Product Award — R-Series E85

in the past five years

compact excavator  
 Equipment Today 2018 Contractors' Top 50 New Products — R-Series E85 compact excavator  
 Equipment Watch 2018 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader  
 Roads & Bridges Magazine 2018 Contractors' Choice Awards — M2-Series compact track loaders; E42 compact excavator; and HB980 hydraulic breaker  
 Construction Equipment Top 100 New Products of 2018 — V723 VersaHANDLER® telescopic tool carrier  
 Compact Equipment Innovative Iron Awards 2018 — R-Series E85 compact excavator

2019

Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier  
 2019 International Forum Design Award - R-Series E85 compact excavator  
 Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System  
 Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles  
 Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation  
 Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit  
 Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader  
 Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System.  
 Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle

2020

Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader  
 Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader  
 Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders  
 Landscape Business Twenty for 2020 New Product Award - R-Series loaders  
 Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders  
 Innovation Leader 2020 Impact Award - Features On Demand  
 Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader  
 Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators

2021

2021 Highest Retained Value Award (HRVA)  
 2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders  
 Rental Editor's Choice Award: T62 and S62 R-Series loaders  
 Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders  
 Equipment Today 50 New Products: L23 and L28 small articulated loaders  
 Roads & Bridges Contractor's Choice Award: Sweeper attachment  
 Green Industry Pros Mower Madness Champ: ZT7000 mower  
 Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower  
 CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader  
 Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders  
 Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator  
 AEM 2021 Gold Award Winner

2022

2022 CES Vehicle Intelligence & Transportation Award- T7X  
 2022 CES Smart Cities Award- T7X  
 2022 Potencia Award- T7X  
 Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App  
 Equipment Today Contractors' Top New Products Award- T7X  
 Construction Pro's Top New Products Award- T7X  
 Rental Editor's Choice Awards- T7X  
 Compact Equipment Magazine Innovative Iron Awards: T7X  
 Compact Equipment Magazine Innovative Iron Awards: Quad Tracks  
 AEM Advocacy Award: Gold

More information can be found on our website

<https://www.bobcat.com/na/en/company/about/brand/awards-recognition>

20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represents approximately 9% of our total sales.	*
21	What percentage of your sales are to the education sector in the past three years	Our Government Sales volume to the education sector the past three years is approximately 11% of our total government sales volume.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	See Attached Excel File "State and Cooperative Contracts List" Note: This document is confidential and proprietary. As this is traditionally not a document necessary to make an award.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Bobcat Company currently does not hold a GSA Contract, however through our strategic small business resellers our annual sales to federal customers averages \$11 million in sales annually.	*

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *	
State of Delaware	Steven Chillas	(302) 857-4549	*
Office of General Services NY	Sean Carroll	(518) 473-5294	*
City of San Diego	Ralph Monroy - Fleet Manager	(619) 527-7577	*
LA Department of Water & Power	Larry Smith - Fleet Raymond Lin - Supply Chain Services Philip Ly - Fleet Engineering	(818) 771-3608 (213) 367-0881 (818) 771-3607	
City of Sioux Falls, SD	Scott Rust	(605) 367-8836	

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Not Required	Government	Texas - TX	Compact Equipment	\$32,184	\$7,370,202	*
Not Required	Government	Illinois - IL	Compact Equipment	\$54,465	\$5,446,480	*
Not Required	Government	Pennsylvania - PA	Compact Equipment	\$34,641	\$4,052,962	*
Not Required	Government	New York - NY	Compact Equipment	\$19,907	\$3,702,646	*
Not Required	Government	Minnesota - MN	Compact Equipment	\$27,862	\$3,287,666	*

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *

26	Sales force.	Bobcat Company's Government Accounts Team consists of 15 sales and support professionals, coupled with a corporate field sales and support staff of 60, over 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. (Please see the attached Sales Regions and Dealer Location List.)	*
27	Dealer network or other distribution methods.	Bobcat Company has the most extensive compact equipment dealer/distribution network in the world. Some 1,400 independent Bobcat® Product Dealers and 3,500 dealer sales specialists throughout North America that back each and every piece of Bobcat equipment, serving thousands of customers, with local sales, service, parts, lease and rental. Bobcat Product Dealers are known for their dedication to providing world class sales and customer service to ensure long lasting relationships, and providing reliable equipment performance. Our dealer/distribution network will continue to grow in size as we focus on our organizational long range plan that strongly focuses on expansion of our product offering (organic and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.	*
28	Service force.	Bobcat Company's Corporate Field Service Staff of 33 service representatives and 19 internal company customer service/parts/troubleshooting representatives alongside the 1,400+ independently owned and authorized Bobcat® Product dealer locations in North America, which are responsible for the sales, delivery, warranty, parts and service throughout each assigned area of responsibility. Our world class dealers have the capability and tools in order to troubleshoot, diagnose, and service the customer quickly and efficiently to increase operational up time. Often times our service force will identify additional sales opportunities in addition to providing world class service. (See attached Service Regions and Dealer Location List)	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<ul style="list-style-type: none"> <li>- Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative</li> <li>- Quote presented will include ordering instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer</li> <li>- All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability.</li> <li>- Order is entered into our ERP System</li> <li>- Dealer is notified of order and any special requirements and install instructions</li> <li>- Machine is built, inspected, and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer</li> <li>- Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training.</li> <li>- Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance.</li> <li>- Bobcat Company or Bobcat® Dealer invoices customer.</li> <li>- Sales recorded on retail activity report for fee calculation and issuance to Sourcewell.</li> </ul> <p>Sales records retained per terms and conditions or corporate policy, whichever is longer.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Bobcat Company desires to create a world class customer experience. Customer service issues are addressed at several levels; authorized dealer level, territory service manager, territory sales manager, corporate dealer call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the account managers, regional directors, and director of government sales for resolution. It is our desire to provide world class customer service and a world class customer experience and to this end, we strive to provide resolution and/or direction for resolution within a 24 hour period or sooner.	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have made significant strides through our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years! We remain excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. Bobcat Company's Government Accounts Team consists of 15 internal sales and support individuals, coupled with a corporate field sales and support staff of 60, and 3,500 dealer sales specialists serving North America, whom all interface with government customers and the 1,400+ independent Bobcat Product Dealer locations to provide a world class customer experience. As stewards of the company, our mutual government customer, and the continued growth of cooperative contract purchasing our sales force champions the government sales process throughout their respective areas of responsibility or territories. Teach, Train, Mentor and Develop continues to be Bobcat Company's focus for a successful government sales business model. Well versed in government sales our sales force, coupled with our world class dealers stand ready to serve the government customers through the use of contracts to further the efficiencies of public procurement. Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fair transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Bobcat Company will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market, non-profit, tribal government entities throughout North America. Furthermore, we will extend the utilization to federal customers to the extent they are allowed to utilize the Sourcewell Contracts.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Bobcat Company will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii, and all US Territories. Additional charges will be the responsibility of the ordering entity to include but is not limited to the costs associated with using freight forwarders, air freight, OCONUS (Outside the Continental United States) trucking, fair transport, end destination charges and insurance etc. These charges will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs. Bobcat Company and its authorized Bobcat® Product Dealers and Distributors will work closely with the customer to ensure of the most economic methods used to satisfy the end government customer.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy:</p> <p>a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility.</p> <p>b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand.</p> <p>c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples)</p> <p>d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples)</p> <p>e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc.</p> <p>f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples).</p> <p>g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training.</p> <p>h) Speaking engagements and Demonstrations: (most recent NCPP, Park &amp; Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX)</p> <p>i) Thought Leadership Articles for publications and social media.</p> <p>j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion</p> <p>k) Utilization of Brand Ambassadors (see <a href="https://www.bobcat.com/company-info/news-media/press-releases">https://www.bobcat.com/company-info/news-media/press-releases</a>)</p> <p>Visit: <a href="http://www.bobcat.com/government">www.bobcat.com/government</a> and <a href="https://www.bobcat.com/secure/forms/contact-government-sales">https://www.bobcat.com/secure/forms/contact-government-sales</a></p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Bobcat Company's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for Bobcat Company's products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity. Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts. Finally, we'd expect Sourcewell to continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing. Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Medium Duty and Compact Construction Equipment Contracts since some of our competitors sell similar products on the Heavy Construction Contract. This provides a significant disadvantage in areas of adoption at the state level which ultimately impacts our contract penetration and utilization at all levels of the SLED government.</p> <p>If awarded a new contract Bobcat Company would sustain and advance the initiatives of incorporating the Sourcewell contract into its corporate and dealer trainings to create the needed mind share for our world class sales force and world class dealers to think first of Sourcewell and the power of the contract selling. Sourcewell continues to be our strongest government sales tool. Proof of our success is in our past performance. A once stumbling contract in our portfolio, our current Sourcewell contract has now blossomed into a \$50+ million contract annually and growing. Notably, Sourcewell has become our strongest and most powerful contract to solve public procurements toughest challenges. Additionally, we continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters. (See attached samples)</p> <p>Throughout the pandemic and throughout the subsequent second and third orders of effects of the pandemic we maintained a very high training tempo with our Bobcat® field staff and dealers through virtual events and in person as allowed to continue the messaging consistent with our contract strategy. Some of the most notable: Canadian Dealers (all provinces) Summits alongside Canoe and Sourcewell, Washington State, New York, Mississippi, Nebraska, South Dakota, California, Texas, Georgia, Utah, Wisconsin, Iowa, Indiana, Michigan, Minnesota, Ohio, Pennsylvania, Tennessee, Florida, Bobcat® Boot Camp for new sales representatives, Bobcat® RPM (Regional Product Training) Meetings, 2020, 2021, 2022 Bobcat Field Marketing Meetings, 2020 ConExpo, and the 2021 Bobcat® Dealer Meeting. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL, and Deltek throughout the term(s) of our Sourcewell contract(s).</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Currently, Bobcat Company does sell some attachments, parts, and simple commercial use products through an e-procurement platform. Bobcat® products are not available through e-procurement for SLED and FED customers at current contract discounts or prices due to the complexity of the transactions. It is our hope that future technology and system advancement within the Bobcat® organization will lead us in the development of our government customers being able to easy order through an e-procurement method.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In September 2019, Bobcat Company opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Bobcat Company, its dealers, and customers for additional training capacity to host the most dynamic product and service training in the industry today.</p> <p>The Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium, as well as a full warehouse area for equipment storage and showroom space.</p> <p>Bobcat Company and its dealers provide initial standard operator and maintenance training during the walk around of the equipment upon delivery and receipt of new equipment, to provide the best value in the customers experience.</p> <p>Additionally, we offer "Train the Trainer" type modules on CD that are available for our customers. These modules extensively cover the operations, safety, and maintenance of our equipment.</p> <p>Finally, for larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth, and interactive training for a minimal cost (travel and materials).</p>
41	Describe any technological advances that your proposed products or services offer.	<p>At Bobcat Company, innovation is at our core and we continue to change the game.</p> <p>With Bobcat Machine IQ wireless communications and the Bobcat Owner Portal, you can confidently monitor and manage your fleet from anywhere, getting critical information to</p>

troubleshoot issues, schedule service or improve security.

Bobcat Machine IQ, Bobcat Company's telematics service, delivers vital information about select Bobcat equipment to the equipment owner's Bobcat Owner Portal. The information is organized to help owners make decisions to increase equipment security, protect against unauthorized usage or theft, stay on top of proactive equipment maintenance, monitor operator efficiency, and better understand ownership costs associated with running Bobcat equipment. The system wirelessly transmits Machine IQ data to the owner's authorized Bobcat dealer. If a machine registers a critical code, the dealer will know and can contact the owner. This can help minimize downtime and save money.

Bobcat Owner Portal is a personalized website accessed via any internet-connected computer, phone or tablet. The platform collects machine information in real time as it reports to the owner. Owners can control which alerts they receive to proactively manage their equipment.

With Bobcat® MaxControl, you can take your machine to the next level of operation with a collection of new technologies. Operate your machine from outside the cab. Set up geofences around objects on the jobsite you want to avoid during operation. Plot points on a digital worksite as a path for your machine to follow during semi-autonomous operation.

**Bobcat Operator Vision Technology:**

This heads-up display puts crucial information and machine data in the operator's direct line of sight. The display is located on the cab's front window for improved operation.

**Bobcat Features On Demand:**

Bobcat Features On Demand technology gives equipment owners the flexibility to enable additional features to properly equip machines after purchase. This technology gives owners the freedom to customize a machine to the exact features needed at any time.

**Depth Check System:**

The Bobcat depth check system accurately measures depth and grade without the operator needing to exit the machine. The system helps prevent under-digging and over-digging, to reduce costs and increase efficiency. The system detects the exact position of the bucket's teeth, allowing operators to set a desired digging depth and work against that benchmark. Audible alerts indicate whether the operator is approaching the target, at the target or beyond the target.

**Precision Grading Technologies:**

Bobcat automatic grading solutions deliver more accurate grading results with less time and less labor – and can save on expensive finishes such as concrete. Laser-guided systems and sonic/slope systems offer accuracies better than +/- 1/4". The 3D-ready system uses GPS technology or UTS to accurately and efficiently complete complex designs with accuracy of 3 – 5 mm.

**Touch Display:**

The most advanced in-cab display for compact equipment provides detailed machine information and unprecedented device connectivity. Operators can easily view and toggle through machine performance information on the wide, easy-to-use touchscreen, which supports seven languages. It's waterproof and hardened to reduce scratching.

**Rear Camera:**

An optional rear camera is available on select Bobcat® models. It offers a rearview from the operator's seat helping identify obstacles and providing an additional viewpoint for certain applications. For machines with the touch display, it is integrated with the rearview camera, automatically switching the display to a camera view when moving in reverse.

**Comfort Features:**

Bobcat equipment is known for premium comfort features that help operators stay productive and focused on long days. Available features include enclosed, sealed, pressurized cabs with sound dampening features; automatic heating and air conditioning; clear visibility with more glass surface area; maximum legroom and headroom; adjustable, air-ride heated seats; easy-to-use, ergonomic controls and joysticks, radios with auxiliary audio input jacks; cupholders, storage and floor mats.

**Zero Emissions: Bobcat® T7x All Electric Compact Track Loader (World's 1st) and Electric Excavators E10e-E19e - E32e**

Battery electric solutions are ideal for food manufacturing or preparation facilities, indoor demolition and other work where having a diesel-powered machine is not desirable. It's the best combination of high performance, low noise and improved operating comfort.

**Bobcat® zero-turn mowers - Launched in 2020 AirFX Deck:**

The AirFX deck offers a deeper profile for improved vacuum lift and newly engineered, bolt-on, replaceable Air-Gap baffles for more efficient airflow and enhanced serviceability. All of this along with innovative bullnose design allows grass to stand-up before it reaches the mower blades so you can cut them down to size.

**Easy to Maintain:**

A rotating bumper gives fast access to internal components making tune-ups more efficient and comes with the additional hitch system.

**Built To Last:**

Larger, robust, ultra-stable, dual-tubed frame provides increased durability for traversing even the toughest of turfs.

**Precision In Every Detail:**

An innovative, tool-free control design offers smooth, dampened controls with tool-free, adjustable tracking.

**Bobcat Tractors****Standard Four-Wheel Drive:**

Every tractor model offers four-wheel drive that you can easily engage when you need extra traction for tough work. Additional features to help you quickly maneuver with confidence around the property include high ground speeds, a tight turning radius (as little as 8 feet depending on the model) and high ground clearance for working on uneven terrain.

**Attachments and Implements:**

The three-point hitch and rear power take-off (PTO) are standard on every Bobcat compact tractor, transforming your tractor into a versatile, do-it-all machine. Connect Category 1 or Limited Category 1 implements and get busy doing more projects, including mowing, tilling, raking, grading, moving snow and more.

**Bobcat Utility Vehicles Heavy Duty Clutch:**

Take on your most difficult tasks on the toughest terrain with great performance for towing, stability for hauling, and comfort for your passengers. Stronger belt engagement minimizes slippage and extends service intervals.

**Tough Chassis and Suspension:**

Strength comes standard on both the UV34 and UV34XL, with a rigid chassis that greatly improves ground clearance and road capability while allowing more range of motion in the suspension for superior ride quality.

**Increased Tow Rating:**

Hitch and haul up to 2,500 pounds with confidence. The tow rating on Bobcat UTVs has increased by 25%, and the trailer hitch tongue weight rating is 250 pounds, giving you a powerful option for pulling heavy trailers and other equipment for the job.

**Fast and Easy Maintenance:**

Bobcat utility vehicles are designed to make it faster and more convenient to maintain your machine so you can stay on the go. Fewer grease points and easier access to coolant and air, oil and fuel filters help reduce time spent servicing your machine.

**New Cab System:**

Conveniently customize or upgrade the new optional enclosed cab with a wide range of configurations. Installation and removal of accessories, doors, windows and heater are quick and simple. Improved cab sealing reduces dust and noise levels.

**Bobcat® Toolcat UW56 Utility Work Machine:**

Your work requires power and precision. With the Toolcat 5600, you get the perfect balance of both. The power to operate 40+ attachments can only be matched with the unparalleled maneuverability of all-wheel steering. Add the ability to haul up to 2,000 lb. of payload and tow up to 4,000 lb., and it's easy to see how the Toolcat 5600 will quickly become the most-used machine in your fleet.

**Bobcat® Toolcat UW53 Utility Work Machine:**

With the ability to operate 40+ attachments in the front and Category 1 implements in the back, it truly changes the way you work. And with standard all-wheel steering and traction control, it's also incredibly maneuverable and responsive. Add the optional 3 pt. hitch, power take-off (PTO), and high and variable flow hydraulics, and you'll experience truly unmatched versatility.

**Bobcat® Small Articulated Loaders Launched in 2020 Heavy Lifting Capacity – Small Articulated Loaders:**

Get heavy lifting capacity in a small package. Bobcat® small articulated loaders are made for big productivity in small spaces and on sensitive surfaces. They are designed to lift more, work faster and maximize ability wherever the work takes you. The standard integrated counterweight provides optimal lift capacity and extra protection for the machine's composite covers and cooling package.

Optional add-on rear counterweights further increase lift capacity and productivity. The counterweights follow the contours of the loader to maintain ground clearance and appearance.

**Minimal Ground Disturbance and Tight Turning Radius:**

Small articulated loaders feature an articulation joint for tight turning and a light overall footprint to minimize a tight-turning articulated steering and light overall footprint to minimize cuts or tears in the turf when turning or hauling a load. An articulation joint enables the rear tires to match the path of the front tires when turning, for a highly nimble machine that navigates around obstacles and works well in tight areas.

**Telescopic Lift Arm:**

A telescoping lift arm on select models extends your lifting height and keeps the load level as you handle materials up high.

**Efficient Cooling:**

With their efficient cooling systems, Bobcat® small articulated loaders offer leading performance for improved operation and component protection.

Side and front inlets bring cool air into the engine compartment and send it through the screened rear exit. The rear radiator screen is removable for easy cleanout, and its corrugated steel construction provides excellent durability. A separate temperature-controlled hydraulic oil cooler operates as needed to ensure quieter operation as well.

**High Tractive Effort:**

Based on operating conditions, Bobcat® small articulated loaders automatically enable one of two traction modes – High-Traction mode for control over rough and slippery terrain or Turf-Safe mode for the least possible ground disturbance. The optional traction assist switch enables you to momentarily override the automatic modes to travel through adverse conditions.

**Bobcat MT100 (Mini-Track Loader) - \*Launched in 2020**

Bobcat mini track loader lineup delivers an improved 1,000 lb. rated operating capacity and increased breakout force to accomplish more than ever. It fits through gates and into backyards, easily maneuvering in tight work areas to replace hand tools and take productivity to the next level. In addition, the rollers are sealed so there's no need for daily roller maintenance and downtime during projects.

**Attachment Versatility:**

With the Common Industry Interface, you can quickly connect attachments – including buckets, pallet forks, augers, trenchers, stump grinders and sweepers – to make quick work of multiple jobs that used to take much longer by hand.

**Safety Features:**

Built-in safety features help operators stay safe and productive. Features include an attachment shutdown system, lift arm lockout system, parking brake and neutral start interlocks.

**Ride-On/Walk-Behind Convenience:**

An integrated ride-on platform on the Bobcat MT100 mini track loader is more comfortable for operators working or traveling on a jobsite.

**Ride Comfort:**

Optimized roller spacing on the MT100's track system improves ride quality. Choose from two track sizes for your preferred combination of performance and comfort.

**Minimal Ground Disturbance:**

The high-flotation tracks move across wet and muddy ground conditions, reduce ground pressure and minimize damage to lawns and other established surfaces. Choose non-marking tracks to prevent marks on driveways and sidewalks.

**Improved Serviceability:**

Bobcat mini track loaders offer tool-free access for regular maintenance. Just open the hood to quickly check coolant, fuel, oil and hydraulic fluid levels. In addition, the rollers are sealed so there's no need for daily roller maintenance.

**Simple Operation:**

Choose one-hand drive operation (MT55) or ISO joystick controls (MT100) to make it simple to operate and maneuver the mini track loader. Either is a great match for less experienced equipment operators, renters, and seasonal help.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Bobcat Company adheres to the Occupational Health &amp; Safety Management, Environmental Management System – ISO 14001 and OHSAS 18001 and transitioning to the 45001:2018 standard to control environmental risk associated with the manufacture of compact industrial, construction and agricultural equipment, and attachments at the Bobcat facilities. (See attached Certifications and Corporate Sustainability Report).</p> <p>Climate Change &amp; Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over non-renewable energy when feasible. We practice conserving natural resources by increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED, and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency.</p> <p>Furthermore, Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement.</p> <p>Water &amp; Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste.</p> <p>In 2020, Bobcat Company launched the world's first All Electric Compact Track Loader (eT76 now T7x) and Compact Excavators (E10e electric, the world's first 1Ton Electric Mini-Excavator, E19e, and E32e) initiatives at ConExpo in Las Vegas, NV. Today, we maintain a high priority focus on zero-emission, climate change, environmental, community impact, social, and sustainability initiatives as a part of our Corporate ESG (Environmental, Social, and Governance) long range plan.</p> <p>Doosan Portable Power adheres to the Occupational Health &amp; Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment.</p> <p>The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio-Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans. Bobcat Company has several independently owned dealers/enterprises that are Women Owned or Minority Owned Business Entity, or Veteran Owned. Examples: Women Owned entities; Viking Equipment, Bobcat of Chattanooga, Bobcat of Knoxville. Veteran Owned Entities; Upstate Equipment, Bobcat of Buffalo, Bobcat of Buffalo South, Bobcat of Syracuse, Bobcat of the Twin Tiers.

<p>45</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>At Bobcat Company, our vision, mission, and values align with providing world class compact equipment, serviced by world class dealer networks, built by world class employees, to service the world's finest customers. With our expert internal and field staff, our nearly 1,400+ dealer locations in North America, our through-put and output of solution-oriented sales growth, rental, leasing, parts, and service efficiencies will ensure our continued market leadership. Our continued innovation and our quality put our products ahead of the competition and with our world-renowned brand, Bobcat® customers know they've invested in the best.</p> <p>Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites.</p> <p>We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.</p>
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**Table 9: Warranty**

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	Warranties will cover all products, parts, and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind. (See Attached Warranty Statements)
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology. Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Bobcat Company has over 1,400+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, Bobcat Company will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note: all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.
51	What are your proposed exchange and return programs and policies?	<p>Exchange and returns rarely occur, however in the event that the situation(s) should arise, Bobcat Company will work with the customer on a case-by-case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.</p> <p>Bobcat Company is a build to order manufacturer and In the event that a unit is shipped and delivered to an ordering entity and it is discovered that the unit does not meet the customer's intent and the unit was quoted and ordered per the ordering entity requested specification or request for quote and a formal purchase order or signed quote was initiated, built and shipped, Bobcat Company may request up to a 30% restocking fee to cover the additional transportation and costs associated with moving/reselling the unit ordered by the government customer/entity.</p>
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by the Bobcat® independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the Bobcat® authorized locations can be quoted and ordered in conjunction with contract items

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Net 30. No prompt payment discounts are currently offered.  Acceptable payment methods are check, ACH, EFT, and credit card.  In the event of delinquent customer payments, Bobcat Company reserves the right to charge the customer interest on the delinquent invoices up to but not to exceed 10%.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company does provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the corporate headquarters, authorized dealer locations, or other third-party financing organizations such as; Wells Fargo, PNC, Synchrony, and NCL Government Capital.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our standard transaction documents include quote templates with itemized costs to include the equipment, factory installed options, attachments, dealer installed parts, freight, Dealer PDI, Dealer Assembly charges, and any other associated costs with the transaction. Quote date, time, quote number, Agency Name, Point of Contact information, delivering dealer, and ordering instructions will be displayed at the top of the quote. Sourcewell Contract numbers will be clearly displayed within the footer of the quote. (see US and Canada Samples) Invoices will reflect the itemized quote making it easy for the customer to cross reference. (see attached sample invoice)
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Bobcat Company and its dealers will accept government purchase cards to satisfy payment requirements. Although it is not common practice currently, Bobcat Company and its dealers reserve the right to charge the applicable credit card fee that is appropriate and coincides with the amount of purchase.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The Bobcat Company pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category. (See Bobcat Company Price Pages attached) (Canadian pricing can be calculated by adding the current exchange rate and any applicable tax).
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Ceiling based discounts will begin at 16% off manufacturers suggested list price and may range up to 34% off manufacturers suggested list price depending on product model or product line and is dependent on corporate dealer programs, overstocked inventory, manufacturing capability, market share, and competitive benchmarking.  Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressure, discount programs, overstocked inventory, and market share opportunities. (See attached Bobcat Company Price Pages).
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available. Ex. Purchase order transactions that contain multiple units of a product category or product model with factory installed options and attachments of quantities of 5 or more may receive a more favorable discount consideration beginning with 1% additional discount and/or freight cost reductions if available through corporate programs.  Throughout the term of the contract, Bobcat Company may offer additional discount incentives pertinent to manufacturing pressures, discount programs, and market share opportunities

60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Bobcat Company will allow for “sourced” goods/products or related services or “open market” items or “nonstandard options” to be itemized and offered on Sourcwell member quotes and orders. Such items may be offered at the dealer price plus 24%.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Bobcat® dealership shop and labor rates.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs and/or destination charges (varies by product type, size and weight) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Depending upon product mix being delivered and end customer delivery address, there may be a combination of freight, destination charges, fuel surcharges, and dealer delivery charges. Units will be shipped from the factory to the nearest assigned dealer for pre- delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the end customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, ferry, 3rd party freight forwarding charges, and any required insurance needed while in transit. Additional charges will be reviewed by the customer prior to order, and it is customary for Bobcat Company to work with the customer throughout the sales/delivery process meeting the desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost-effective methods.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	<p>Pricing offered in response to this Sourcwell RFP was created in a way to capture the mindshare of Bobcat Company Executives and authorized Bobcat® independently owned enterprise Dealer Principals, in order to create the necessary buy in needed to gain additional corporate and dealer network support and resources. While it may not currently be similar or better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments this is simply due to the timing of the new RFP and potential award. Lest we forget that we remain in unprecedented times with inflation, supply chain price volatility, freight cost uncertainty, labor shortages, labor cost increases, significant backlog in certain models and product categories, all leading to continued uneasiness of executives wanting long term contracts. However, because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate the current economic climate, budgets, and customer situations. All other contracts in our portfolio will be adjusted as the contact terms and conditions permit or will be removed from our contract portfolio. If awarded, Sourcwell will remain to be the go-to solution in our contract portfolio and as the current economic chapter closes, we will be better positioned for growth and competitive agility.</p>

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat® Dealers and Distributors by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System, Customer Sales Experience quoting solution, and Contract Management System in order to comply with contract discounts and pricing for quoting consistency in accordance with the awarded contract. Pricing and discounts will be readily available for both inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be verified or processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for auditing, quarterly reporting to Sourcewell and administrative fee remittance.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ol style="list-style-type: none"> <li>1) Contract Quote and Sales/Retail data by product type</li> <li>2) Contract Quote and Sales/Retail data by model and industry size class</li> <li>3) AEM Market Share, UCC, and Industry Specific Data</li> <li>4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location.</li> <li>5) Sales Revenue Growth</li> <li>6) Marketing Plan <ul style="list-style-type: none"> <li>• Frequency and Timing</li> <li>• Media delivery schedule as it relates to budget cycles</li> </ul> </li> </ol> <p>Media Metrics – E-Blasts, E-newsletters, Online display ads, Print ads</p> <ul style="list-style-type: none"> <li>• Impressions</li> <li>• Click Rates</li> <li>• Bounce Rates</li> <li>• Form Submissions</li> </ul>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Bobcat Company proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity. Since the Canadian sales are reported in CAD rather than US Dollar, I propose the Canadian sales be reported separately and the administration fee be paid based upon the average exchange rate (FX) for the given quarter as the payment to Sourcewell from Bobcat Company is in US dollars. Sale Example: \$100,000 CAD / 1.34 (current FX) = \$74,626.87 US. Administration fee payment: \$74,626.87 x .75% = \$559.70.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Bobcat Company product lines fit within the scope of this Sourcwell RFP. Our breadth of products includes the following for Sales, Lease and Rental; Bobcat® Skid Steer Loaders, Bobcat® Electric Skid Steers, Bobcat® Compact Track Loaders, Bobcat® Electric Compact Track Loaders, Bobcat® Compact Excavators, Bobcat® Electric Excavators, Bobcat® Large Excavators, Bobcat® Telehandlers, Bobcat® Compact Wheel Loaders, Bobcat® Small Articulated Loaders, Bobcat® Mini-Track Loaders, Bobcat® Light Compaction Equipment, Bobcat® Utility Work Machines (Toolcat®), Bobcat® Compact and Utility Tractors, Bobcat® Utility Vehicles, Bobcat® Zero-Turn Mowers, Steiner® Tractors and Ryan® Turf Renovation Equipment and associated attachments, implements, accessories/parts, and associated warranty/extended warranty. We intend to add additional products to the Bobcat® Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcwell and its members.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other Value Added, Bobcat® power units that may fit both the scope of Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties

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

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

Line Item	Category or Type	Offered *	Comments
71	Wheeled, tracked, and backhoe loaders;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat® Compact Track Loaders Bobcat® Compact Wheel Loaders Bobcat® Small Articulating Loaders visit: <a href="https://www.bobcat.com/na/en/equipment/loaders">https://www.bobcat.com/na/en/equipment/loaders</a> for more information
72	Skidsteers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat® Skid Steer Loaders ranging from the M-Series to the recently launched R-Series loaders. visit <a href="https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders">https://www.bobcat.com/na/en/equipment/loaders/skid-steer-loaders</a> for more information.
73	Mini excavators;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat® Compact or Mini-Excavators to include M-Series, R-Series and R2 Series Excavators. visit: <a href="https://www.bobcat.com/na/en/equipment/excavators/compact-excavators">https://www.bobcat.com/na/en/equipment/excavators/compact-excavators</a> for more information
74	Telehandlers;	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat TL519, TL619, TL723, and TL923 visit: <a href="https://www.bobcat.com/na/en/equipment/telehandlers">https://www.bobcat.com/na/en/equipment/telehandlers</a>
75	Soil compaction and site preparation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	All the aforementioned products or equipment fall into soil compaction and/or site preparation equipment. Other product portfolio attachments will be made available to Sourcwell members. visit: <a href="https://www.bobcat.com/na/en/attachments">https://www.bobcat.com/na/en/attachments</a>

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

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

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcwell RFP 020223 - Bobcat Price Pages - January 2023.xlsx - Thursday February 02, 2023 13:57:37
  - [Financial Strength and Stability](#) - Financials.zip - Thursday February 02, 2023 14:06:13
  - [Marketing Plan/Samples](#) - Marketing \_ Product Information \_ Sustainability Report.zip - Thursday February 02, 2023 14:07:17
  - [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Thursday February 02, 2023 14:12:50
  - [Warranty Information](#) - Warranty.zip - Thursday February 02, 2023 14:14:28
  - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Thursday February 02, 2023 14:17:14
  - [Upload Additional Document](#) - Dealer List\_Territory Maps\_State and Cooperative Contracts List.zip - Thursday February 02, 2023 14:24:49

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Randy Fuss, Director, Government Accounts, Clark Equipment Company dba Bobcat Company

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

Yes  No

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

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

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

**AMENDMENT #1  
TO  
CONTRACT # 020223-CEC**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Clark Equipment Company dba Bobcat Company, now known as Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

Clark Equipment Company dba Bobcat Company changed its name to “Doosan Bobcat North America, Inc.” and Supplier has requested to modify the Contract to change its name. No other structural changes have taken place with the company.

As of the effective date of this Amendment, all references to “Clark Equipment Company dba Bobcat Company” in Contract # 020223-CEC will be replaced with “Doosan Bobcat North America, Inc.”

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

**Sourcewell**

DocuSigned by:  
*Jeremy Schwartz*  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer  
Date: 5/28/2024 | 1:55 PM CDT

**Doosan Bobcat North America, Inc.**

DocuSigned by:  
*Randy L. Fuss*  
By: \_\_\_\_\_  
0F55B103999C454...  
Randy L. Fuss, Director, Gov. Accounts  
Date: 5/28/2024 | 11:49 AM PDT

**AMENDMENT #2  
TO  
CONTRACT # 020223-CEC**

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Doosan Bobcat North America, Inc.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Medium Duty and Compact Construction Equipment with Related Attachments to Sourcewell and its Participating Entities, effective April 6, 2023, through April 17, 2027 (Contract).

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

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

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

**Sourcewell**

**Doosan Bobcat North America, Inc.**

Signed by:  
By: Jeremy Schwartz  
C0FD2A139D00409...  
Jeremy Schwartz, Chief Procurement Officer

Signed by:  
By: Kristie Willett  
478233CD503F49B...  
Kristie Willett, Sr. Government Account Manager

Date: 3/7/2025 | 8:45 AM CST

Date: 3/7/2025 | 8:37 AM CST

## EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Vendor” or “Supplier” in the Agency Agreement shall mean and be understood to be “Clark Equipment Company”, “Bobcat Company”, and “Doosan Bobcat North America, Inc.”.

2. Invoice Detail. Contractor’s invoice must be on Contractor’s stationary with Contractor’s name, address, and remittance address if different. Contractor’s invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable [PWAcctsPayable@saniego.gov](mailto:PWAcctsPayable@saniego.gov)

3. Delivery and Inspection. As described in the Contract Documents.

4. Warranty. As described in the Contract Documents.

5. Insurance. As described in the Contract Documents.

6. Indemnification; and Liability. As described in the Contract Documents.

7. Purchases under this Contract must comply with all applicable laws and regulations, including the City’s Transparent and Responsible Use of Surveillance Technology Ordinance requirements set forth in SDMC section 210.0101 et. Seq.

8. The remaining portions of the Agency Agreement shall remain in full force and effect.

## **EXHIBIT 3: PRICING PAGES**



**BOBCAT COMPANY SUGGESTED PRICE LIST - January 2023**

# Bobcat Company

**ORDER ADDRESS:**

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY  
 250 EAST BEATON DRIVE  
 PO BOX 6000  
 WEST FARGO, ND 58078-6000

**Government Sales Points of Contact:**

**Phone:**

Heather Messmer - Government Accounts Sales Support Mgr. <a href="mailto:heather.messmer@doosan.com">heather.messmer@doosan.com</a>	(701) 241-8719
Jesse Rheault - Government Account Manager <a href="mailto:jesse.rheault@doosan.com">jesse.rheault@doosan.com</a>	(701) 241-8759
Barry Hanson - Government Account Manager <a href="mailto:barry.hanson@doosan.com">barry.hanson@doosan.com</a>	(701) 241-8793
Randy Fuss - Director, Government Accounts <a href="mailto:randy.fuss@doosan.com">randy.fuss@doosan.com</a>	(701) 241-8746

TOLL FREE #: 800-965-4232, Opt#2  
 FAX#: (855) 608-0681

PROMPT PAYMENT TERMS: Net 30  
 TIME OF DELIVERY: 60 to 90 Days ARO  
 COMMERCIAL CREDIT CARD: Accepted (Visa/Mastercard/American Express)

TID#: 38-0425350

**REMIT TO ADDRESS:**

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY  
 PO BOX 74007382  
 CHICAGO, IL 60674

Product	Discount Percent	
	Machines	Factory Installed Options
Skid Steer Loaders	22.0%	22.0%
Compact Track Loaders	26.0%	26.0%
Loader Attachments	24.0%	24.0%
Compact Wheel Loader (CWL)	24.0%	24.0%
CWL Attachments	24.0%	24.0%
Small Articulating Loaders (SAL)	24.0%	24.0%
SAL Attachments	24.0%	24.0%
Compact Excavators	28.0%	28.0%
Large Excavators	24.0%	24.0%
Excavator Attachments	24.0%	24.0%
Mini Track Loaders (MTL)	24.0%	24.0%
MTL Attachments	24.0%	24.0%
Toolcat	20.0%	20.0%
Toolcat Attachments	24.0%	24.0%
Compact Tractors	22.0%	22.0%
Compact Tractor Implements and Attachments	24.0%	24.0%
Utility Vehicles	20.0%	20.0%
Telehandlers	24.0%	24.0%
VH Attachments	24.0%	24.0%
Bobcat® Mowers	22.0%	22.0%
RYAN Turf Equipment & Attachments	16.0%	16.0%
Steiner Tractors & Attachments	20.0%	20.0%
Compaction Equipment	16.0%	16.0%