

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
QUALITY LIFT TRUCKS, INC. FOR DOOSAN BOBCAT NORTH AMERICA, INC.
(doing business as BOBCAT COMPANY) FORKLIFTS, LIFT TRUCKS WITH
RELATED PRODUCTS AND SERVICES
City No. 6000035-25-O**

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 053024 for Forklifts, Lift Trucks with Related Products and Services by posting the solicitation on Agency's website (Sourcewell Procurement Portal) and by advertising in a newspaper of general circulation at least ten (10) days before the proposal was due.

C. On July 24, 2024, based on the results of the competitive process, Agency awarded a contract with Doosan Bobcat North America, Inc. and executed the RFP Number 053024-DIV for Forklifts, Lift Trucks with Related Products and Services Contract with Doosan Bobcat North America, Inc., identified as Sourcewell RFP Number 053024-DIV, which was subsequently amended pursuant to Article 10(C) AMENDMENTS of the Agency Agreement to do the following: delete in their entirety Section 18. Insurance – Subsection A. Requirements – Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability insurance and Section 18. Insurance – Subsection A. Requirements – Item 6. Network Security and Privacy Liability Insurance of the Agency Agreement, referenced as AMENDMENT #1 TO CONTRACT # 053024-DIV, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1; and

D. On July 18, 2025, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Quality Lift Trucks, Inc. (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Forklifts, Lift Trucks with Related Products and Services 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.

F. As of the date of execution of this Contract, Contractor is known and understood to be an authorized dealer of Doosan Bobcat North America, Inc. *doing business as (dba)* Bobcat Company and is the City's authorized dealer for the purpose of this Contract. Doosan Bobcat North America, Inc. *dba* Bobcat Company represents that the authorized dealer for the City is

Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents, which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized dealers are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized dealer of Doosan Bobcat North America, Inc. *dba* Bobcat Company for the City. As an authorized dealer of Doosan Bobcat North America, Inc. *dba* Bobcat Company, Contractor is authorized to utilize the Sourcewell RFP Number 053024-DIV Contract and its pricing to meet the needs of the City.

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 July 23, 2028, with up to an additional two (2) one-year option periods, 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 two (2) additional one-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 Doosan Bobcat North America, Inc. *dba* Bobcat Company, 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 the purposes of 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: Gina Dulay
2740 Caminito Chollas
San Diego, CA 92105
(619) 527-7594
Gdulay@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 3rd 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 \$3,000,000. 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 053024 for Forklifts, Lift Trucks with Related Products and Services; the Doosan Bobcat North America, Inc.’s 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 Change 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 Change 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:

- 1st This Contract
- 2nd Agency Agreement and any properly executed written amendment(s) to the Agency Agreement
- 3rd Doosan Bobcat North America, Inc.’s Response to Solicitation, including all Specifications and the Proposer’s Affidavit and Assurance of Compliance
- 4th 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. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized dealer of Doosan Bobcat North America, Inc. *dba* Bobcat Company.

QUALITY LIFT TRUCKS, INC.

Chad Hines

By: [Chad Hines \(Sep 4, 2025 13:13:38 PDT\)](#)

Quality Lift Trucks, Inc., an authorized dealer of Doosan Bobcat North America, Inc. *dba* Bobcat Company

Name: Chad Hines

Title: Dealer Principal / Exec. V.P.

Date: 09/04/2025

THE CITY OF SAN DIEGO

C. Abarca

By: _____

Name: Claudia Abarca

Title: Director of Purchasing & Contracting

Date: 09/15/2025

Approved as to form this 15th day of
September, 2025.

HEATHER FERBERT, City Attorney

Markecia Simmons

By: [Markecia Simmons \(Sep 15, 2025 15:10:52 PDT\)](#)

Deputy City Attorney

Print Name: Markecia Simmons

EXHIBIT 1: AGENCY AGREEMENT



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Doosan Bobcat North America, Inc., 2475 Mill Center Parkway, Suite 400, Buford, GA 30518 (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 Forklifts, Lift Trucks with Related Products and Services 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.

EXPIRATION DATE AND EXTENSION. This Contract expires July 23, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 Change 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell 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 Sourcewell 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. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *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 Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell 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

Doosan Bobcat North America, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/24/2024 | 4:04 PM CDT

DocuSigned by:
Randy L. Fuss
By: 0F55B103999C454...
Randy L. Fuss
Title: Director Government Accounts
Date: 7/24/2024 | 12:56 PM PDT

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name: Doosan Industrial Vehicle America Corp
Does your company conduct business under any other name? If yes, please state: Doosan Bobcat
Address: 2475 Mill Center Parkway
Suite 400
Buford, Georgia 30518
Contact: Jeff Sexton
Email: jeff.sexton@doosan.com
Phone: 678-745-2226
Fax: 770-596-4145
HST#:

Submission Details

Created On: Friday April 12, 2024 09:29:27
Submitted On: Thursday May 30, 2024 16:17:04
Submitted By: Jeff Sexton
Email: jeff.sexton@doosan.com
Transaction #: a2be3b0b-444d-4bc1-8fec-48d7f0146901
Submitter's IP Address: 104.129.205.137

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")	Doosan Bobcat North America, Inc.
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):	Buford 1YPB1 Buena Park 868U2 Korea 954JF
5	Proposer Physical Address:	2475 Mill Center Parkway Suite 400 Buford, Georgia 30518
6	Proposer website address (or addresses):	https://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 Randy.fuss@doosan.com (701) 371-4263
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jeff Sexton Government Account Specialist 2475 Mill Center Parkway Suite 400 Buford, Georgia 30518 Jeff.Sexton@doosan.com 678.745.2226
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Allen Mercer Director of Sales 2475 Mill Center Parkway Suite 400 Buford, Georgia 30518 Allen.Mercer@Doosan.com 470.557.4544 Randy Fuss Director, Government Accounts 250 East Beaton Dr. West Fargo, ND 58078 Randy.Fuss@Doosan.com 701 371 4263 Kristie Willett Government Account Manager 1293 Glenway Dr. Statesville, NC 28625 Kristie.willett@doosan.com (704) 883-3772

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>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>	<p>Previously known as Doosan Industrial Vehicle America Corp. (DIVAC) now continues its strong performance as a division of Bobcat Company and the Bobcat® branded family of products of Doosan Bobcat North America, Inc. formerly known as Clark Equipment Company.</p> <p>Together, our organization has been manufacturing and selling quality forklift, material handling, and warehouse products since 1968. With the acquisition completed by Doosan Bobcat in 2021, and the corporate name change to Doosan Bobcat North America, Inc. in August of 2023 our material handling division will now have the expansive dealer network, sales staff, parts and service support, and the powerful Bobcat® branding throughout the North America market to drive increased sales revenue and market share in the material handling market.</p> <p>Doosan Bobcat North America, Inc. dba Bobcat Company is a member of the Doosan Group. .</p> <p>Founded in 1896, Doosan Group is a South Korean multinational conglomerate corporation that manufactures products and provides services in a variety of industries. Doosan Group is one of the world's largest heavy equipment manufacturers, producing equipment for construction, landscaping, agriculture, energy, water, engines, chemical processing, hydraulic components, material handling, and industrial vehicles. Doosan Group is the oldest running company in South Korea.</p> <p>The Doosan Credo: Doosan's Aspiration and Core Values The Doosan Credo is a set of principles that represent Doosan's philosophies and our unique way of doing business. The principles have been the foundation of our success for over a century. It is integral to every aspect of our business and people, clearly guiding our decisions and the way we do business. Aspiration = Proud Global Doosan The Doosan Credo is defined through our people practice of the following nine core values.</p> <p>Integrity: Upholding honesty, transparency, and ethical behavior in all business dealings.</p> <p>Inhwa (Harmony and Unity): Fostering teamwork, collaboration, and mutual respect among employees, partners, and stakeholders.</p> <p>Customer Centricity: Placing customers at the forefront and exceeding their expectations through innovative solutions and superior service.</p> <p>Entrepreneurship: Cultivating a culture of innovation, risk-taking, and continuous improvement to drive growth and success.</p> <p>Social Responsibility: Committing to making a positive impact on society and the environment through sustainable business practices, community engagement, and philanthropy.</p> <p>Business Philosophy: Our business philosophy revolves around its commitment to excellence, innovation, and sustainable growth. With a focus on long-term value creation, the company anticipates market needs, adapts to changing dynamics, and stays ahead of the competition. By investing in research and development, fostering strategic partnerships, and maintaining a customer-centric approach, we aim to remain a global leader across our diverse range of industries.</p> <p>Industry Longevity: Our longevity in the industry is a testament to its relentless pursuit of excellence, adaptability, and customer-focused approach. Having weathered numerous economic cycles and industry disruptions, we have emerged stronger and more resilient each time. By staying true to our core values, embracing innovation, and evolving with the times, we continue to thrive as a trusted partner for our customers worldwide.</p> <p>In addition to its core values and business philosophy, our commitment to corporate social responsibility is evident in our active engagement in community support activities, volunteer work, and charitable initiatives, further solidifying its reputation as a socially responsible global leader.</p>
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11	What are your company's expectations in the event of an award?	<p>In the event of an award, Doosan Bobcat North America, Inc. dba Bobcat Company will continue to expand the leading Bobcat® and the leading Sourcewell brand presence, together demonstrating our expansive capabilities, and market penetration with a newly awarded Sourcewell contract. A new Sourcewell contract will serve as a force multiplier within the sales toolbox of our government sales team, field staff, and independently owned dealerships throughout North America. If afforded the opportunity, the Sourcewell brand alongside the Bobcat® brand within the material handling industry will generate new relationships within the SLED (state, local, and education) markets, drive increased market share, and revenue.</p> <p>Together and strategically, Doosan Bobcat North America, Inc. dba Bobcat Company with Sourcewell can continue to offer premier product and portfolio solutions to Sourcewell members throughout North America utilizing the more than 1500 independently owned and operated dealers authorized to sell and service the Bobcat® solutions.</p> <p>The strategic plan, a concerted effort (Bobcat®, Sourcewell, Dealer Network) includes an extensive sales and marketing plan consisting of unified efforts of the Corporate Government Sales Team, Field Sales Staff, Marketing Group, Deltek, GovSpend, NCPP, and our world class dealer network. To summarize further, our strategic planning intent will include focused and routine sales training, communication and support, marketing resources to further develop brand recognition alongside Sourcewell contract/brand recognition, strong trade show presence, association and community involvement, innovative marketing solutions, and the positioning of a unified value proposition for Sourcewell, its members, and Bobcat®.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our current corporate family rating (CFR) is BB+3. 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 health financial leverage, consistent positive free cash flow and very good liquidity. Term loan B (TLB) rating is BB+3. Please see the attached financial statements and credit references.	*
13	What is your US market share for the solutions that you are proposing?	Doosan Bobcat North America, Inc. dba Bobcat Company estimates its U.S. market share to be approximately 30%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Doosan Bobcat North America, Inc. dba Bobcat Company estimates its Canadian market share to be approximately 12%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Doosan Bobcat North America, Inc. dba Bobcat Company has not petitioned for bankruptcy protection.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>B) Doosan Bobcat North America Inc. dba Bobcat Company continues to be a leading global manufacturer of forklifts, material handling equipment, and industrial vehicles.</p> <p>Bobcat Company's Government Accounts Team consists of 17 sales and sales support professionals, coupled with a corporate field sales and support staff of 82, over 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,500+ 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 and territories. Teach, Train, Mentor and Develop continues to be our focus for a successful and sustainable government sales business model. Well versed in the government sales process, budget cycles, cooperative purchasing and contracts, our sales team, coupled with our world class dealer network remain steadfast to serve the government customer through the use of the Sourcewell contract(s) to further the efficiencies and of public procurement and stewardship of the taxpayer.</p> <p>Once known as Doosan Industrial Vehicle America Corp. and now within the Bobcat® branded portfolio of equipment under Doosan Bobcat North America Inc. dba Bobcat Company, our authorized Bobcat® dealer network comprises of more than 1500+ independently owned and operated locations throughout North America.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Doosan Bobcat North America, Inc. dba Bobcat Company holds the necessary licenses and certifications required to operate throughout North America to be compliant with the EPA, OSHA, ISO, and LEED in order to maintain manufacturing, safety, and sustainability standards. Additionally, our material handling products are UL Classified, Conforms CE Standards and to Ansi B56.1/ITSDF Design Standards. (See Attached Certifications and 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 in the past five years	<p>2019</p> <p>Construction Equipment Top 100 New Products Crystal Awards — V723 VersaHANDLER® telescopic tool carrier</p> <p>2019 International Forum Design Award - R-Series E85 compact excavator</p> <p>Landscape Business Twenty for 2019 New Product Award — Bob-Dock™ Attachment Mounting System</p> <p>Green Industry Pro's Editor's Choice Award – UV34 and UV34XL Utility Vehicles</p> <p>Compact Equipment Innovative Iron Awards 2019 — Bobcat MaxControl Remote Operation</p> <p>Equipment Today 2019 Contractors' Top 50 New Products — Bobcat Rear Camera Kit</p> <p>Equipment Watch 2019 Lowest Cost of Ownership Award — MT55 mini track loader and S70 skid-steer loader</p> <p>Rental Equipment Register Gold Award for 2019 Product of the Year for Bobcat MaxControl Remote Operation System.</p> <p>Compact Equipment Top 100 New Products 2019 — UV34 utility vehicle</p> <p>2020</p> <p>Equipment Watch 2020 Lowest Cost of Ownership Award — T590 compact track loader and S70 skid-steer loader</p> <p>Equipment Watch 2020 Highest Residual Value Award — S70 skid-steer loader</p> <p>Green Industry Pros Editor's Choice Award - L23 and L28 small articulated loaders</p> <p>Landscape Business Twenty for 2020 New Product Award - R-Series loaders</p> <p>Equipment Today 2020 Contractors' Top 50 New Products - R-Series T76 and S76 compact loaders</p> <p>Innovation Leader 2020 Impact Award - Features On Demand</p> <p>Equipment Watch 2020 Lowest Cost of Ownership Award - T500 compact track loader and S70 skid-steer loader</p> <p>Construction Equipment Top 100 Product Awards for the E165 Excavator, the V923 Telehandler, and the E42 / E50 R Series excavators</p> <p>2021</p> <p>2021 Highest Retained Value Award (HRVA)</p> <p>2021 Contractors' Top 50 New Products - L23 and L28 Small Articulated Loaders</p> <p>Rental Editor's Choice Award: T62 and S62 R-Series loaders</p> <p>Construction Equipment Top 100 New Product Award: S62 and T62R R-Series loaders</p> <p>Equipment Today 50 New Products: L23 and L28 small articulated loaders</p> <p>Roads & Bridges Contractor's Choice Award: Sweeper attachment</p> <p>Green Industry Pros Mower Madness Champ: ZT7000 mower</p> <p>Green Industry Pros 2021 Editor's Choice Award: ZT7000 mower</p> <p>CES Innovation Awards in the categories of Vehicle Intelligence & Transportation and Smart Cities: T7X all-electric compact track loader</p> <p>Equipment Watch Highest Retained Value: Compact track loaders and small skid-steer loaders</p> <p>Compact Equipment 2021 Innovative Iron Award: E88 R-Series compact excavator</p> <p>AEM 2021 Gold Award Winner</p> <p>2022</p> <p>Top 50 Places to Work – Bobcat Company Headquarters</p> <p>National Inventors Hall of Fame – Cyril and Louis Keller</p> <p>Top 100 Products of 2022 – UW53 & UW56 Toolcat Utility Work Machines</p> <p>Top 100 Products of 2022 – E19e Electric Compact Excavator</p> <p>Top 100 Products of 2022 – E32 & E35 Compact Excavators</p> <p>Top 100 Products of 2022 – TL723 & TL923 Telehandlers</p> <p>Top 100 Products of 2022 – E10e Electric Compact Excavator</p> <p>Innovation Award – Bobcat Corporation</p> <p>2022 CES Vehicle Intelligence & Transportation Award- T7X</p> <p>2022 CES Smart Cities Award- T7X</p> <p>Green Industry Pro's Editor's Choice Award Winner- Machine IQ Mobile App</p> <p>Equipment Today Contractors' Top New Products Award- T7X</p> <p>Construction Pro's Top New Products Award- T7X</p> <p>Rental Editor's Choice Awards- T7X</p> <p>Compact Equipment Magazine Innovative Iron Awards: T7X</p> <p>Compact Equipment Magazine Innovative Iron Awards: Quad Tracks</p> <p>AEM Advocacy Award: Gold</p> <p>2023</p> <p>Fast Company World Changing Ideas - Bobcat T7X</p>

		<p>Green Industry Pros 2023 Editor's Choice Awards – Bobcat ZT6200 autonomous zero-turn mower Equipment Today Contractor's Top 50 Products – Bobcat S7X skid-steer loader Diesel Progress Summit Awards – Bobcat T7X compact track loader Rental Magazine 2023 Editor's Choice Award – Bobcat S7X skid-steer loader Construction Equipment Top 100 New Products of 2023 Award – TL519 telehandler Construction Equipment Top 100 New Products of 2023 Award – AT450 articulating tractor Construction Equipment Top 100 New Products of 2023 Award – Light Compaction Compact Equipment Innovative Iron Awards – L95 compact wheel loader Heavy Equipment Guide's 2023 Top Introductions – L95 compact wheel loader Heavy Equipment Guide's 2023 Prototypes – Bobcat S7X skid-steer loader Heavy Equipment Guide's 2023 Prototypes – Bobcat RogueX concept loader Roads & Bridges 2023 Contractor Choice Award – Nitrogen breaker attachment Roads & Bridges 2023 Contractor Choice Award – E88 compact excavator Roads & Bridges 2023 Contractor Choice Award – S86 skid-steer loader Roads & Bridges 2023 Contractor Choice Award – Sweeper attachment</p> <p>More information can be found on our website https://www.bobcat.com/na/en/company/about/brand/awards-recognition</p>	
20	What percentage of your sales are to the governmental sector in the past three years	Doosan Bobcat North America, Inc. dba Bobcat Company all divisions estimates that approximately 10% of our total sales are to the overall government sector within the past 3 years.	*
21	What percentage of your sales are to the education sector in the past three years	Doosan Bobcat North America, Inc. dba Bobcat Company all divisions estimates that approximately 8% of our government sales are to the education sector within the past 3 years.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Awarded with Bobcat Company, DIVAC. Now known as Doosan Bobcat North America, Inc. was awarded the NASPO contract in July of 2023. Master Agreement Number: OK-SW-192-300. we do not have sufficient data to report sales with NASPO as of April 2024 due to delay of contract launch. Since DIVAC (091520-DIV) was awarded a Sourcwell Contract in 2020 we have done over \$5M in sales. \$2.6M in 2023 \$1.6M in 2022 \$1.8M in 2021</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Doosan Bobcat North America Inc. also maintains strategic small business reseller partnerships with specific socio-economic set-aside certifications to offer the Bobcat® portfolio of products to the federal government sector averaging more than \$27M per year over the past three years.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Miami-Dade County Public Schools, FL	Daisy Knowles Stores and Mail Distribution	786 275-0631	*
City of Syracuse, NY	Richard DeVesty Director of Fleet Operations	(315) 800-9611	*
Brentwood Union Free School District	Daniel Calderon	631-434-2227	*

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 *
CITY OF SYRACUSE	Government	New York - NY	Purchase of (3) G30E-7 forklifts	\$30,500.00 each	Total Sales \$ 92,101.52
CLAYTON COUNTY WATER AUTHORITY	Government	Georgia - GA	Purchase of (1) G45S-7	\$36,525.00 each	Total Sales \$36,525.00
CITY OF CHULA VISTA	Government	California - CA	Purchase of (1) B20T-7 & (1) D45S-9	\$25,350.00 \$56,482.00	Total Sales \$ 81,832.00
ROANOKE CITY PUBLIC SCHOOLS	Education	Virginia - VA	ROANOKE CITY PUBLIC SCHOOLS Purchased (2) BW23S-7	\$4,219.00 Each	Total sales \$8,438.00
BRENTWOOD UNION FREE SCHOOL DISTRICT	Education	New York - NY	BRENTWOOD UNION FREE SCHOOL DISTRICT Purchased (2) G30E-7	\$23,929.00 Each	Total Sales \$47,858.00

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	Bobcat Company’s Government Accounts Team consists of 17 sales and sales support professionals, coupled with a corporate field sales and support staff of 82, over 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,700+ 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 and territories. Teach, Train, Mentor and Develop continues to be our focus for a successful and sustainable government sales business model. Well versed in the government sales process, budget cycles, cooperative purchasing and contracts, our sales team, coupled with our world class dealer network remain steadfast to serve the government customer through the use of the Sourcwell contract(s) to further the efficiencies and of public procurement and stewardship of the taxpayer. (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 1,700+ independently owned Bobcat® Product Dealer locations and 3,792 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 channels will continue to grow as we focus on our organizational long-range plan that strategically focuses on expansion of our product offering (organically and through acquisition) and expansion of our world class Bobcat® Dealer/Distribution channels.

28	Service force.	Bobcat Company's Corporate Field Service Staff of 46 service representatives and 21 internal company customer service/parts/troubleshooting representatives alongside the 1,700+ 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.	<p>Quote preparation will be completed by the Bobcat® Government Accounts Department or Bobcat® Dealer Sales Representative</p> <p>Quote(s) presented will include respective Sourcewell contract pricing, Sourcewell contract number(s), ordering/purchase order instructions to submit to the Bobcat® Government Accounts Department or respective Bobcat® Dealer, and payment remittance instructions.</p> <p>All signed quotes and/or purchase orders will be sent to and handled/processed through the corporate Bobcat® Government Accounts Department to validate pricing, order control/visibility with the manufacturing, proper recording for audit purposes and sales report accountability.</p> <p>Order is entered into our ERP System</p> <p>Dealer owned stock inventory may be utilized to satisfy any Sourcewell contract sale given the inventory is readily available or may be transferred from additional dealer location if stock inventory is readily available. Costs associated with transfer such as additional freight, destination/handling, surcharges, inspections, assembly, dealer modifications, document fees, and any other costs associated with transfer will be the responsibility of the ordering entity.</p> <p>If factory ordered, delivering Bobcat® Dealer is notified of order and any special requirements and installation instructions.</p> <p>Machine is built, inspected, and shipped from the Bobcat® Factory to the respective delivering Bobcat® Dealer</p> <p>Bobcat® Dealer will complete the pre-delivery inspection, install ordered parts/accessories, attachments, consolidate additional ordered items, complete final delivery to government customer, and complete initial operator/safety/maintenance training.</p> <p>Bobcat® Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance of all ordered items in accordance with purchase order.</p> <p>Bobcat Company or Bobcat® Dealer will invoice the government customer.</p> <p>Sales are then recorded on retail activity report(s) for fee calculation and issuance to Sourcewell.</p> <p>Sales records will be retained per contract 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 to empower our customers to do more. Customer support and service issues are addressed at several levels; authorized dealer level, district service manager, regional service director, district sales manager, regional director, government sales team, and corporate dealer call center. Customer service is 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 intends on serving all Sourcewell participating entities throughout the United States and U.S. Territories. The robust Bobcat Company's Government Accounts Team consists of 17 internal sales and support individuals, coupled with a corporate field sales and support staff of 82, and 3,762 dealer sales specialists serving North America, whom all interface with government customers and the 1,700+ 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 steadfastly 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 for example, the new US Army Installation Management Command IGSA agreement.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Our partnership with Sourcewell and the Canoe Procurement Group in the past couple of years has provided new and exciting opportunities for the Bobcat® portfolio of equipment throughout the Canadian Provinces. We remain committed and excited about the continued expansion into Canada with our Sourcewell Contracts and strategic partnership with the Canoe Procurement Group. We have committed dedicated resources to growing our relationships and business development efforts within Canada and anticipate continued market share and revenue growth for Bobcat®, Canoe Procurement Group, and Sourcewell.	*
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 newly 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, fairy/barge 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 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 and all territories. 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, fairy/barge 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 *
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<p>36</p>	<p>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>	<p>Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snapshot of our marketing strategy: 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>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>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>Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E- newsletter, and social media (see attached samples)</p> <p>Maintain a strong Bobcat presence at virtual and in-person tradeshow 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>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). 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>Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX)</p> <p>Thought Leadership Articles for publications and social media.</p> <p>Continued Bobcat® Dealer Network Expansion and Product Offering Expansion</p> <p>Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases)</p>
<p>37</p>	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>At Doosan Bobcat, we leverage technology and digital platforms to maximize marketing effectiveness. Paid Google ads, electronic newsletters, and boosted social media posts on platforms like Facebook, LinkedIn, and Twitter are key tools in promoting brand awareness and generating leads. Our social media strategy targets all available platforms to engage our audience effectively. Additionally, we've established a dedicated government page on our website, referencing our Sourcewell contract for increased visibility.</p> <p>Our Regional Business Managers and Regional Service Managers are equipped with comprehensive training materials to ensure consistent messaging and support dealer training sessions. Resources are also prepared for our training facility to facilitate ongoing education. We utilize customer databases and third-party partnerships to identify opportunities for Sourcewell volume growth. Dealers play a vital role in promoting the Sourcewell community through their own platforms.</p> <p>Furthermore, we host regular training webinars for dealer sales teams, emphasizing the Sourcewell opportunity and its value proposition. Through strategic use of technology and digital data, Doosan Bobcat aims to enhance marketing effectiveness, expand reach, and drive growth within the Sourcewell community.</p>
<p>38</p>	<p>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>	<p>Sourcewell serves a vital role in promoting contracts resulting from this RFP by offering competitively solicited contracts to its members, streamlining procurement processes, and delivering significant cost savings. As a trusted cooperative purchasing organization, Sourcewell acts as an intermediary between suppliers like Doosan Bobcat and governmental and educational entities seeking quality products and services.</p> <p>Integrating a Sourcewell-awarded contract into our sales process is seamless, given our existing utilization of Sourcewell with both dealers and direct customers. We recognize Sourcewell's role in simplifying purchasing for its members and prioritize promoting and utilizing Sourcewell contracts within our sales operations. Our sales team is equipped to effectively communicate the benefits of Sourcewell contracts to customers, and we incorporate these contracts into our sales presentations, marketing materials, and customer communications to highlight the value proposition and cost savings offered.</p> <p>Overall, our collaboration with Sourcewell enhances our sales process, driving efficiency, and delivering added value to our customers. We remain committed to strengthening this partnership and leveraging Sourcewell-awarded contracts to provide exceptional solutions to governmental and educational entities across North America.</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.	Our products and services are currently not available through an e-procurement ordering process due to the complexity of machine configuration. However, most of our parts and accessories can be ordered through parts department or dealers. We are actively working on advancements in technology and systems within our organization to make ordering easier for governmental and educational customers in the future.
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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>At Doosan Bobcat North America, Inc. dba Bobcat Company, we prioritize comprehensive training programs to ensure safe and efficient operation of our products. Our training options, tailored for Sourcewell participating entities, include product operation, equipment maintenance, and operator safety. Training is primarily delivered by our authorized dealers, supported by our dedicated service team across various territories. Basic training materials are included with product purchases, while advanced courses are available for a fee.</p> <p>In September 2019, we opened a state-of-the-art training center in Aurora, CO, designed to meet the needs of Doosan Bobcat North America, its dealers, and customers. This facility features technical training rooms, hands-on shop spaces, a large classroom-style auditorium, and a warehouse for equipment storage and display. Additionally, our Statesville, NC facility recently expanded with a \$70 million investment, including an outdoor training area for hands-on operator experiences. In Buford, GA, we are remodeling office spaces and expanding warehouse capacity to support growing inventory needs. We are also excited to announce that Doosan Bobcat is working on the production of the Electric Hydrogen forklift, showcasing our commitment to innovative and sustainable solutions.</p> <p>Doosan Bobcat North America, Inc. and its dealers provide initial standard operator and maintenance training upon equipment delivery, ensuring the best customer experience. Our corporate training staff also offers specialized, in-depth, and interactive training sessions for a minimal cost. By leveraging our advanced training centers and extensive dealer network, we are committed to delivering top-tier training and support, helping Sourcewell participating entities maximize the performance and safety of their equipment.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Bobcat Company is at the forefront of technological innovation, offering a range of advanced features and solutions that enhance efficiency, power, and versatility for government and military organizations. Our products are designed with information at the core, incorporating features that not only optimize performance but also lower the overall cost of ownership.</p> <p>Our operator compartments are ergonomically designed for comfort, with optimal pedal positions and infinitely adjustable steering columns, allowing operators to find their optimum driving positions easily. Safety is paramount with our Operator Safety System (OSS) and Guardian Stability System (GSS), which prevent unintended movements and enhance stability during operation.</p> <p>Powerful engines equipped with fuel-efficient power plants and power shift transmissions ensure smooth directional changes and precise control. Maintenance is made easy with maintenance-friendly designs, including side covering floor plates and fully adjustable ergonomic steering columns.</p> <p>Optional features such as the Auto Tilt Leveling System and Belly Shield provide additional protection and convenience, ensuring safe and efficient operation in various conditions. Our forklifts adhere to strict safety standards, with features like the Mass Interlock ISO 3691 and Seat Belt Interlock ensuring operator safety at all times.</p> <p>Additionally, our products are engineered with accessibility in mind, making routine maintenance quick and easy to perform without disassembling the machine. With advanced telematics options available, operators can monitor truck impacts, track operator hours, and receive maintenance notifications, streamlining operations and ensuring compliance with OSHA regulations.</p> <p>In the future, our products will incorporate AI algorithm engine controls to further reduce fuel consumption and carbon footprint emissions, demonstrating our commitment to sustainability and environmental responsibility.</p>

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 is deeply committed to sustainability and environmental stewardship, reflected in our numerous green initiatives. We actively partner with notable figures and organizations to enhance our green efforts and give back to the community. One such partnership is with Chip Gaines, where we work together on projects that promote environmental conservation and sustainable practices in construction and landscaping. In collaboration with Parks and Recreation departments, Bobcat Company supports initiatives aimed at preserving natural habitats and creating green spaces in urban areas. This includes providing eco-friendly equipment for park maintenance and restoration projects, helping to ensure these areas remain beautiful and accessible for future generations. Our green initiatives are backed by several prestigious certifications, demonstrating our commitment to sustainability:</p> <ul style="list-style-type: none"> • UL Ratings (E, ES, EE, LP, LPS, D, DS): These ratings ensure our equipment meets stringent safety and environmental standards. • CE Marking: Indicates conformity with health, safety, and environmental protection standards for products sold within the European Economic Area. • ISO 9001 and ISO 14001: Certification for quality management systems and environmental management systems, respectively. • ANSI Standards: Compliance with American National Standards Institute standards for safety and performance. • LEED Certification: Our facilities adhere to Leadership in Energy and Environmental Design standards, which emphasize energy efficiency and environmental responsibility. <p>Additionally, Doosan Bobcat offers a range of electric products with near-zero emissions, including Lithium-Ion, Fuel Cell, and Conventional battery-powered options. These products are designed to reduce our carbon footprint and promote cleaner, more sustainable operations across various industries. Through these efforts and partnerships, Doosan Bobcat continues to lead the way in green innovation, ensuring that our products and practices contribute positively to the environment and the communities we serve.</p> <p>See attached Certificates.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Bobcat Company is deeply committed to sustainability and environmental responsibility, as evidenced by our adherence to stringent eco-labels, ratings, and certifications. Our electric products, spanning Lithium-Ion, Fuel Cell, and Conventional battery-powered options, achieve near-zero emission levels, aligning with our green technology initiatives. Certifications play a pivotal role in our commitment to excellence. Our products boast UL ratings of E, ES, EE, LP, LPS, D, and DS, along with the CE mark, ensuring compliance with rigorous safety and performance standards. Moreover, our facilities hold ISO certifications, including ISO 9001 for quality management and ISO 14001 for environmental management. Adherence to ANSI standards guarantees elevated levels of safety and reliability.</p> <p>In line with our dedication to sustainable practices, our facilities are LEED certified, emphasizing our efforts to minimize environmental impact and enhance energy efficiency. Additionally, all our products are compliant with EPA Tier 4 Requirements and CARB (California Air Resources Board) standards, showcasing our commitment to environmental stewardship and regulatory compliance. These certifications and compliance measures underscore Doosan Bobcat's unwavering dedication to energy efficiency, life-cycle design, and overall sustainability, making our equipment a conscientious choice for environmentally conscious operations.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>When appropriate Bobcat Company utilizes strategic partnerships for sourcing, services, and sales in order to meet supplier Diversity Plans, Small Business Plans Subcontracting Plans, and key Socio Economics/Small Business procurement objectives.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Bobcat Company offers a comprehensive range of equipment, including compact excavators, skid-steer loaders, telehandlers, forklifts, and other material handling machinery. This diverse product line ensures that Sourcewell members can access a variety of solutions from a single, reliable supplier, meeting diverse operational needs in construction, agriculture, and industrial applications.</p> <p>At the forefront of technology, Bobcat Company integrates advanced features such as auto shift transmission, reversal capability, fingertip controls, and blue operator safety lights into its products. Our forklifts come standard with oil-cooled disc brakes, offering a 5-year, 10,000-hour warranty. The large, visible instrumental panel and advanced 2-segment cooling system ensure high heat balance cooling, enhancing productivity and operator safety. With factory and dealer stock in excess of 2,000 units, Doosan Bobcat ensures quick and on-time delivery. We also offer the best lead times for factory orders, ranging from 15 to 35 weeks. Extended warranties and competitive pricing further enhance our market position, making Doosan Bobcat a unique and valuable partner for Sourcewell entities. Our strong reputation for durability and reliability, combined with an extensive global support network, ensures minimal downtime and maximum operational efficiency.</p>

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Bobcat Company offers one of the most comprehensive warranty packages in the industry, ensuring peace of mind for our customers. Our warranties cover all parts, labor, and travel costs within the specified terms. Optional protection and extended warranties are also available for increased coverage at an additional charge.</p> <p>Here is an overview of our warranty policies:</p> <p>Bobcat Limited Forklift Warranty:</p> <ul style="list-style-type: none"> • Standard Warranty Period: 12 months/2000 hours • Drive Train Warranty Period: 24 months/4000 hours • Oil-Cooled Disc Brake Period: 60 months/10,000 hours <p>Bobcat Forklift Assurance Warranty:</p> <ul style="list-style-type: none"> • Base Warranty Period: 24 months/3000 hours • Drive Train Warranty Period: 36 months/6000 hours • Oil-Cooled Disc Brake Period: 60 months/10,000 hours • Covered Models: Class 1, 4, 5 through D60 with OCDB <p>Bobcat PowerPlus Forklift Warranty:</p> <ul style="list-style-type: none"> • Warranty Period: 36 to 60 months/6000 to 10,000 hours <p>Bobcat Carriage to Counterweight Total Care Warranty:</p> <ul style="list-style-type: none"> • Warranty Period: 36 to 60 months/6000 to 10,000 hours <p>These warranties demonstrate our commitment to providing reliable products and exceptional customer service. For detailed information, please refer to the attached warranty statements.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Bobcat Company warranties are designed to provide comprehensive coverage without imposing excessive restrictions that adversely affect our customers' coverage. While we do have conditions related to abuse, misuse, environmental conditions, and lack of maintenance, we strive to be more liberal compared to many other OEMs in the industry. Our goal is to do the right thing for our customers most of the time.</p> <p>Typically, our warranties follow industry standards regarding the length of time or number of months (e.g., 12 or 24 months) and the number of hours (e.g., 2000 hours). We aim to ensure that our warranties offer fair coverage for the specified duration and usage.</p> <p>However, there are certain limitations or circumstances that may restrict or create warranty limitations, such as:</p> <ul style="list-style-type: none"> • Unauthorized alterations or modifications to the equipment • Damage caused by environmental conditions • Inadequate maintenance or adjustments • Normal wear and tear • Consumable items • Unauthorized repairs • Rentals or loaner units • Diagnostic time • Freight charges • Project or job loss and cleanup time <p>We aim to be transparent about any limitations or restrictions associated with our warranties, ensuring that our customers understand their coverage and can make informed decisions.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Bobcat Company warranties typically cover a flat rate of 1.5 hours of travel per warranty occurrence as a standard practice. However, in special circumstances where additional travel time for technicians is necessary to perform warranty repairs, we will consider extending coverage beyond the normal scope. Our aim is to ensure that our customers receive timely and efficient service, regardless of the location or circumstances of the repair.</p>

49	<p>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?</p>	<p>Bobcat Company boasts a robust network of over 1700+ Bobcat® dealers covering most servicing locations across the United States and Canada. Additionally, we have a vast number of other Bobcat dealers specializing in construction, grounds maintenance, and portable power, all of whom are willing to assist in providing service for warranty repairs.</p> <p>In the unlikely event that a certified technician is unavailable in a specific geographic region, we are fully committed to ensuring that Sourcewell participating entities receive prompt and efficient service. We will leverage our extensive network of dealers, including material handling dealers and other Bobcat dealers, to address any warranty repair needs promptly and effectively. Our priority is to uphold our commitment to customer satisfaction and ensure that all Sourcewell participating entities receive the service they require, regardless of geographic limitations.</p>	*
50	<p>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?</p>	<p>Typically, warranties for items made by other manufacturers, such as attachment manufacturer products, are passed on to the original equipment manufacturer (OEM). However, there have been instances where we have supported warranty service for such items if deemed necessary.</p> <p>In the case of items not manufactured by Bobcat Company, warranty service will be passed on to the respective OEM. It's important to note that all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company. We are committed to ensuring that our customers receive comprehensive warranty coverage for all products included in our proposal.</p>	*
51	<p>What are your proposed exchange and return programs and policies?</p>	<p>Our proposed exchange and return programs and policies are designed to ensure a world-class customer experience. While exchanges and returns are rare occurrences, we understand that situations may arise where they become necessary. In such cases, we are committed to working closely with the customer on a case-by-case basis to swiftly provide resolution and minimize any disruption to their operations.</p> <p>Our intent is to create a seamless process for exchanges and returns, prioritizing customer satisfaction and ensuring that their needs are met effectively. Additionally, it's important to note that our return rate is very rare, reflecting the high quality and reliability of our products. We remain dedicated to delivering exceptional service and support to our customers throughout their ownership experience.</p>	*
52	<p>Describe any service contract options for the items included in your proposal.</p>	<p>Bobcat Company provides a range of service contract options to ensure the optimal performance and longevity of the items included in our proposal. With a network of over 109 dealerships across the US and Canada, boasting around 250 service locations, we guarantee consistent and high-quality maintenance services for all our end users and customers at competitive rates.</p> <p>Bobcat Care T&M PM Plan:</p> <ul style="list-style-type: none"> This maintenance plan offers Time and Material (T&M) services for planned maintenance. It covers routine maintenance tasks recommended by the manufacturer, ensuring that equipment operates efficiently and effectively. Customers pay for services rendered, including labor and parts, based on actual usage. <p>Bobcat Select Care PM Planned Maintenance:</p> <ul style="list-style-type: none"> This option provides planned maintenance services with a fixed cost structure plus parts. It covers recommended scheduled maintenance tasks to maintain equipment reliability and performance. Customers benefit from predictable pricing and budgeting, knowing the exact cost of maintenance services upfront. <p>Bobcat Dedicated Care FM:</p> <ul style="list-style-type: none"> Our most comprehensive maintenance plan, Bobcat Dedicated Care FM, encompasses full maintenance services, including scheduled maintenance, breakdown repairs, and overhaul repairs. While it typically covers all maintenance needs, exceptions may include charges for items such as tires, transport, and rentals, unless otherwise agreed upon. Additionally, this plan excludes warranty coverage and may incur charges for abuse-incurred damages or lack of daily maintenance. <p>These service contract options are designed to meet the diverse needs of our customers, providing flexibility, reliability, and peace of mind. Our dedicated dealer network ensures that maintenance services are delivered with the highest quality standards, maximizing equipment uptime and performance.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30, with no prompt payment discounts currently offered. Accepted payment methods include ACH (Automated Clearing House), credit card, or wire transfer. These options provide flexibility and convenience for our customers to complete transactions efficiently and securely.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Bobcat Company provides competitive leasing, tax-free municipal leasing, and a variety of financing options tailored to meet the needs of educational and governmental entities. These solutions can be accessed through our headquarters, authorized dealer locations, or third-party financing organizations like Wells Fargo, PNC, Synchrony, and NCL Government Capital. We strive to offer flexible and accessible financing, empowering entities to acquire necessary equipment while effectively managing their budgets. Our partnerships with reputable institutions ensure customers have access to competitive rates and terms, facilitating efficient equipment acquisition to support their operations.
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The standard transaction documents proposed for use in connection with an awarded contract include quote templates that itemize costs associated with the transaction. These costs encompass standard equipment, related surcharges, factory-installed options, dealer-installed options, freight, dealer PDI (Pre-Delivery Inspection), dealer assembly charges, and any other relevant expenses. Each quote includes essential information such as the quote date, quote number, agency name, point of contact information, delivering dealer details, Sourcwell contract number, and member number. Attached to this response is a sample quote illustrating the itemized breakdown of costs and pertinent contract information. Invoices generated from these quotes mirror the itemization provided in the quote, simplifying the cross-referencing process for the customer. Additionally, we maintain a customer code and implement a monthly reporting process to ensure accuracy and transparency. This involves cross-checking the system against a manual log, followed by a quarterly review within three working days post-quarter end. The Sourcwell quarterly administrative fee report is submitted to accounting for payment and processed accordingly. [Sample Quote Template Attached]
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Bobcat Company and its dealers do accept government purchase cards to fulfill payment requirements. While this practice is not widespread presently, we reserve the right to impose an applicable credit card fee aligned with the purchase cost if a P-card is utilized. It's important to note that Sourcwell pricing remains highly competitive, and any associated costs with this payment method would be added to the invoice if utilized.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The 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.	The pricing proposal in this response represents a percentage discount of approximately 53% off the manufacturer's suggested list price for most models, with an additional Sourcewell discount applied. Pallet jacks and stackers offer a 30% discount plus an additional discount on all options. These discounts are reflected in the attached price pages, which outline the standard discount off the list price. However, for new products not yet available for production or commercially, pricing structures may differ, requiring a distinct discounting policy. This flexible discount arrangement accommodates the introduction of new models and product expansions while ensuring competitive pricing and market position throughout the contract term. Additional discounts relevant to manufacturing pressures, discount programs, and market share opportunities may also be offered. Please see attached price pages.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer quantity or volume discounts upon request, with favorable considerations for quantities of 10 or more units ordered on the same purchase order (PO) or on the same date. These discounts are designed to provide cost savings for larger orders and encourage bulk purchases.	*
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 facilitates the procurement of sourced goods, products, or services, also referred to as open market items or nonstandard options, by itemizing and offering them on quotes provided to Sourcewell members. These items may be priced at the dealer's cost or at fair market value, as agreed upon between the member and the dealer. Batteries and chargers are quoted at a net landed cost without discount, with fixed freight rates provided for units delivered to the continental USA. For deliveries to Alaska, Hawaii, and Canada, customers are required to contact Doosan Bobcat North America for specific rates, while forklift capacities above 12,000 lbs necessitate direct communication with Doosan Bobcat North America to determine pricing based on specifications and final destination.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The total cost of acquisition may not be limited to the quoted price and may include additional charges. These could encompass: <ul style="list-style-type: none"> • Manufacturer freight destination charges • State and local sales tax • Dealer assembly and installation fees • Setup and redelivery charges • Inspection and document fees • Finance and insurance costs • Environmental disposal and material surcharges • Fuel and freight forwarding fees • Air freight and dealer final destination charges • Training services and warranty plans • Escrow and extended warranty/protection plans • Pre-delivery inspection and installation costs • Fuel and material / logistics surcharges Furthermore, for electric forklifts with separate chargers, the purchaser may need to cover the expense of hiring an electrician for hardwiring.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The complete freight, shipping, and delivery program entail the following details: <ul style="list-style-type: none"> • Freight costs are determined by the product and shipping region and are itemized on the quote provided to the customer. • Unless otherwise specified, the customer is responsible for covering the freight, delivery, and shipping expenses. • Units are shipped from the factory to the nearest dealer for pre-delivery inspection (PDI) and any necessary parts or accessories installation. • The dealer is tasked with contacting the customer to arrange final delivery within the agreed-upon delivery timeline. • Freight costs for forklifts up to 12,000 lbs capacity are outlined in the pricing model, while costs for units above 12,000 lbs are determined on a case-by-case basis depending on shipment location and specifications. • Final destination deliveries to Alaska, Canada, and Hawaii require a separate rate determined at the time of order placement. 	*

63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>For deliveries to Alaska, Hawaii, Canada, or any offshore locations, the following freight, shipping, and delivery terms or programs apply:</p> <ul style="list-style-type: none"> • Freight costs for deliveries to these locations are determined separately at the time of order placement. • Shipping rates are calculated based on the specific destination, shipment weight, and other logistical factors. • Customers are responsible for covering all associated freight, shipping, and delivery expenses, which will be itemized and included in the quote provided. • Deliveries to these locations may incur additional transit time compared to mainland destinations, depending on factors such as distance and logistics. • Customers will be provided with detailed shipping information and tracking numbers to monitor the progress of their delivery. • Special arrangements or considerations may be made for deliveries to remote or hard-to-reach locations, ensuring that the equipment reaches its destination safely and efficiently. • Any applicable taxes, customs duties, or import fees associated with deliveries to international destinations like Canada will be the responsibility of the customer and may vary based on local regulations and requirements. • Additionally, Bobcat Company has (4) Material Handling Distribution Centers located in Los Angeles, Compton, California, and two locations in Buford, Georgia. These centers facilitate efficient distribution and can serve as warehousing for delivery to the final destination. 	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Bobcat Company offers customized delivery solutions for unique situations. We prioritize collaboration with customers to understand their needs and devise efficient, cost-effective delivery methods. Whether it's special handling, expedited shipping, or tailored logistics, we're committed to ensuring safe and timely delivery. Our team is dedicated to providing exceptional service and support throughout the process.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcwell RFP is the same or better than some pricing offered to other GPO's, Cooperative procurement organizations or state purchasing departments. Because of the ceiling-based pricing, the discount structure offered will allow for best value, better flexibility, better column discount considerations and will position us to provide more competitive discounts as needed to accommodate budgets or customer situations.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>Our self-audit process for Sourcewell compliance involves several key steps:</p> <ol style="list-style-type: none"> 1. Distribution of Contract Details: Contract-specific pricing and instructions are distributed to Bobcat dealers and distributors, ensuring they have the necessary information to comply. 2. Integration into Sales Systems: Contract pricing and discounts are integrated into our sales systems, enabling easy access for inside sales staff and dealers to ensure compliance when quoting and processing orders. 3. Verification and Documentation: All Sourcewell-related quotes and orders are documented in our CRM tool and internal sales reports, facilitating efficient reporting of quarterly sales data to Sourcewell and ensuring proper administrative fee remittance. 4. IT Automation: Monthly batch processes utilize specific sales codes to identify all Sourcewell-related orders processed, streamlining the tracking and reporting process. By implementing these measures, we maintain consistency, transparency, and accuracy in reporting quarterly sales to Sourcewell, ensuring full compliance with the contract terms and conditions.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>If awarded the contract, here are some internal metrics we'll track to gauge our success:</p> <ol style="list-style-type: none"> 1. Sales Performance: We'll monitor total revenue generated from the contract, sales growth over time, and our market share within the Sourcewell participating entities' sectors. 2. Dealer Performance: We'll assess dealer performance through scorecards, evaluating key indicators like sales volume, customer satisfaction ratings, and adherence to contract terms. 3. Customer Satisfaction: Regular surveys will help us gauge satisfaction levels with our products, services, and overall customer experience under the contract. 4. Contract Compliance: We'll ensure compliance with all contract terms and conditions, including timely product delivery, pricing agreements, and service level fulfillment. 5. Service Quality: We'll track the quality and timeliness of service provided, measuring response times for maintenance and repair requests, issue resolution, and gathering customer feedback on service experiences. <p>By monitoring these metrics, we can measure our performance, identify areas for improvement, and ensure we're delivering the best possible service to Sourcewell participating entities.</p>
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>The proposed administrative fee that we will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract, if awarded, is a 1% fee. This fee will be calculated as a percentage of our sales under the Contract and will not be a line-item addition to the Member's cost of goods.</p>

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Bobcat Company is proud to offer a comprehensive range of material handling solutions to meet the diverse needs of our customers. Our portfolio includes a wide variety of equipment, products, and services designed to enhance productivity, efficiency, and safety in material handling operations.</p> <p>Pallet Jacks: Our lineup includes pallet jacks ranging from lightweight models suitable for small-scale operations to heavy-duty models capable of handling loads up to 3000 lbs. These pallet jacks are designed for ease of use and durability, making them ideal for warehouse, distribution, and logistics applications.</p> <p>Forklifts: We offer a diverse range of forklifts to suit various lifting capacities and operational requirements. Our diesel forklifts range from compact models with a capacity of 3000 lbs to heavy-duty models capable of lifting loads up to 55,000 lbs. Additionally, we provide electric forklifts with capacities up to 10,000 lbs and LP gas forklifts with capacities up to 15,000 lbs. Our forklifts are built to deliver superior performance, reliability, and efficiency in demanding industrial environments.</p> <p>Electric and LP Gas Forklifts: Our electric forklifts offer emissions-free operation and are well-suited for indoor applications where noise and emissions are a concern. With capacities up to 10,000 lbs, these forklifts provide exceptional maneuverability and control, making them ideal for warehouse and distribution center operations. Similarly, our LP gas forklifts offer robust performance and versatility, with capacities up to 15,000 lbs. These forklifts are well-suited for outdoor applications where power sources may be limited.</p> <p>Services: In addition to our industry-leading equipment, we provide a range of services to support our customers throughout the entire lifecycle of their material handling equipment. Our services include maintenance, repair, and parts support to ensure maximum uptime and reliability. We also offer operator training programs to enhance safety and efficiency in material handling operations.</p> <p>Overall, Bobcat Company is committed to providing innovative material handling solutions that meet the evolving needs of our customers. With our extensive lineup of equipment, products, and services, we empower businesses to optimize their operations and achieve greater success in today's competitive marketplace.</p>
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ol style="list-style-type: none"> 1. Forklifts and Material Handling Equipment: <ul style="list-style-type: none"> Class 1: Cushioned Tire and Pneumatic Tire Models <ul style="list-style-type: none"> • Three-Wheel and Four-Wheel Sit-Down Riders • Stand-Up Type Counterbalance Units Class 2: Pantagraph Reach Trucks and High-Level Order Pickers <ul style="list-style-type: none"> • Lift Height Exceeding 300 Inches Class 3: Walking Freighters and Double Pallet Handlers <ul style="list-style-type: none"> • Stackers, Reach Stackers, Center Control Units, etc. Class 4: Cushion Warehouse Type Products <ul style="list-style-type: none"> • Lifting Capacity Ranging from 3000 to 12,000 Pounds • Including Compact Boxcar Types Class 5: Comprehensive Line of Products <ul style="list-style-type: none"> • Lifting Capacity Ranging from 3000 to 55,000 Pounds • 48-Inch Load Center Trucks 2. Industrial Equipment and Machinery 3. Equipment Leasing and Financing Options 4. Maintenance Plans and Service Contracts 5. Warranties and Support Services 6. Accessories and Parts Associated with Material Handling Equipment <p>These subcategories cover the range of products and services offered within the Doosan Bobcat North America, Inc. portfolio, aligning well with the scope of the Sourcewell RFP.</p>

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

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

Line Item	Category or Type	Offered *	Comments
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71	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat B15T-7 3000lbs Bobcat B18T-7 3500lbs Bobcat B20T-7 4000lbs Bobcat BC15S-5 3500lbs Bobcat BC18S-5 3500lbs Bobcat BC20SC-5 4000lbs Bobcat BC20S-7 4000lbs Bobcat BC25S-7 5500lbs Bobcat BC30S-7 6000lbs Bobcat BC32S-7 6500lbs Bobcat B15SU-9 3000lbs Bobcat B18SU-9 3500lbs Bobcat B20SU-9 4000lbs Bobcat B16X-7-80V 3200lbs Bobcat B18X-7-80V 3600lbs Bobcat B20X-7-80V 4000lbs Bobcat B25X-7-80V 5000lbs Bobcat B30X-7-80V 6000lbs Bobcat B35X-7-80V 7000lbs Bobcat B40X-7-80V 8000lbs Bobcat B45X-7-80V 9000lbs Bobcat B50X-7-80V 10,000lbs
72	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat BR18SP-7 plus 3500lbs Bobcat BR20SP-7 plus 4000lbs Bobcat B15OP-9 3000lbs
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat BR18SP-7 plus 3500lbs Bobcat BR20SP-7 plus 4000lbs Bobcat B15OP-9 3000lbs Bobcat BER30-9 6000lbs Bobcat BER40-9 8000lbs Bobcat BWC33S-7 6500lbs Bobcat BW23S-7 4500lbs Bobcat BWS17S-7 3300lbs Bobcat BWP17S-7 3300lbs
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat GC15S-9 3000lbs Bobcat GC18S-9 3500lbs Bobcat GC20SC-9 4000lbs Bobcat GC20S-9 4000lbs Bobcat GC25S-9 5000lbs Bobcat GC30S-9 6000lbs Bobcat GC33S-9 6500lbs Bobcat GC35S -9 8000lbs Bobcat GC45S-9 10,000lbs Bobcat GC55C-9 12,000lbs Bobcat GC35BCS-9 8000lbs Bobcat GC45BCS-9 10,000lbs Bobcat GC55BCS-9 12,000lbs
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat G15S-5LP 3000lbs Bobcat G18S-5LP 3500lbs Bobcat G20SC-5LP 4000lbs Bobcat G20E-7 4000lbs Bobcat G25E-7 5000lbs Bobcat G30E-7 6000lbs Bobcat G33E-7 6500lbs Bobcat G35EC-7 7000lbs Bobcat G35S-7 8000lbs Bobcat G40S-7 9000lbs Bobcat G45S-7 10,000lbs Bobcat G50C-7 11,000lbs Bobcat G55C-7 12,000lbs Bobcat G60S-7 13,500lbs Bobcat G70S-7 15,500lbs

76	Class VI: Electric and Internal Combustion Engine Tractors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bobcat D20S-9 4000lbs Bobcat D25S-9 5000lbs Bobcat D30S-9 6000lbs Bobcat D33S-9 6500lbs Bobcat D35C-9 7000lbs Bobcat D35S-9 ODB 8000lbs Bobcat D40S-9 ODB 9000lbs Bobcat D45S-9 ODB 10,000lbs Bobcat D50C-9 ODB 11,000lbs Bobcat D55C-9 ODB 12,000lbs Bobcat D60S-9 13,500lbs Bobcat D70S-9 15,500lbs Bobcat D80S-9 17,500lbs Bobcat D90S-9 20,000lbs Bobcat D100S-7 22,000lbs Bobcat D120S-7 26,000lbs Bobcat D140S-7 31,000lbs Bobcat D160S-7 36,000lbs Bobcat DV180-7 40,000lbs Bobcat DV250-7 55,000lbs	*
77	Class VII: Rough Terrain Forklift Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	To be added upon public launch	*
78	Container Handlers (Reach stackers, loaded or empty container handlers)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	forklift accessories and associated attachments.	*
80	Related services complementary to the offering of the solutions described in Sections 71-78 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*

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

Line Item 81. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

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

Documents

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

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

- [Pricing](#) - DBNA Price Pages.zip - Thursday May 30, 2024 14:42:18
- [Financial Strength and Stability](#) - DBNA Financials.zip - Thursday May 30, 2024 14:27:58
- [Marketing Plan/Samples](#) - DBNA 1 Marketing.zip - Thursday May 30, 2024 15:19:01
- [WMBE/MBE/SBE or Related Certificates](#) - DBNA Certifications.zip - Thursday May 30, 2024 15:32:25
- [Warranty Information](#) - DBNA Warranty files.zip - Thursday May 30, 2024 14:20:04
- [Standard Transaction Document Samples](#) - DBNA Standard Transaction documents.zip - Thursday May 30, 2024 14:20:43
- Requested Exceptions (optional)
- [Upload Additional Document](#) - DBNA Dealer list and territory map.zip - Thursday May 30, 2024 16:14:14

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. - Jeff Sexton, Government Account Specialist, Doosan Bobcat North America, Inc

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 053024-DIV**

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 July 24, 2024, through July 23, 2028 (Contract).

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

Section 18. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability insurance of the Contract is deleted in its entirety.

Section 18. Insurance–Subsection A. Requirements– Item 6. 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

Signed by:
BY: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 3/10/2025 | 12:32 PM CDT

Doosan Bobcat North America, Inc.

Signed by:
BY: Jarrold Steck
21674DCE2C464FF...
Jarrod Steck, Vice President Material Handling

Date: 3/10/2025 | 11:51 AM CDT

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 “Doosan Bobcat North America, Inc.”, “Bobcat Company”, and “Quality Lift Trucks, Inc.” All references to “Authorized Dealer(s)”, “Authorized Distributor(s)”, or “Authorized Reseller(s)” in the Agency Agreement shall mean and be understood to be “Quality Lift Trucks, 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@sandiego.gov

The City will copy Jeff Sexton (Government Account Specialist) and Doosan Bobcat – Material Handling on all distributed purchase orders referencing Contract #053024-DIV.

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

Doosan Bobcat – Material Handling #053024-DIV

Pricing for contract #053024-DIV offers Sourcewell participating agencies the following discounts:

- 53% off the manufacturer's suggested list price for most models, with an additional Sourcewell discount applied.
- Pallet jacks and stackers offer a 30% discount plus an additional discount on all options.