



**Solicitation Number: 020923**

## **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Clark Equipment Company dba Doosan Portable Power, 1293 Glenway Drive, Statesville, NC 28625 (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 Portable Construction Equipment with Related Accessories and Attachments from which Supplier was awarded a contract.

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

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

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 20, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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

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

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

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

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

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

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell 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 Sourcwell receives the most current information.

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

5. *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 Sourcewell to immediately terminate this Contract for default.

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

## **19. COMPLIANCE**

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

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

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

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

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

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

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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



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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Clark Equipment Company dba Doosan  
Portable Power

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 4/12/2023 | 3:30 PM CDT

DocuSigned by:  
*Kristie Willett*  
By: 478233CD563F49B...  
Kristie Willett  
Title: Government Account Manager  
Date: 4/12/2023 | 3:42 PM CDT

Approved:

DocuSigned by:  
*Chad Coquette*  
By: 7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 4/12/2023 | 5:58 PM CDT

# RFP 020923 - Portable Construction Equipment with Related Accessories and Attachments

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## Vendor Details

Company Name: Clark Equipment Company dba Doosan Infracore Portable Power  
Does your company conduct business under any other name? If yes, please state: Doosan Portable Power  
Address: 1293 Glenway Dr  
Statesville, NC 28625  
Contact: Kristie Willett  
Email: kristie.willett@doosan.com  
Phone: 704-650-0340  
HST#: 38-0425350

## Submission Details

Created On: Wednesday January 04, 2023 10:30:29  
Submitted On: Thursday February 09, 2023 14:29:32  
Submitted By: Kristie Willett  
Email: kristie.willett@doosan.com  
Transaction #: 222df89c-0a36-4d66-8d2f-6a38d72fcb66  
Submitter's IP Address: 136.226.48.189

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Clark Equipment Company dba Doosan Portable Power
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Doosan Portable Power
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Doosan Portable Power, Doosan Bobcat, Bobcat Company
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code 33968
5	Proposer Physical Address:	Doosan Portable Power 1293 Glenway Drive Statesville, NC 28625
6	Proposer website address (or addresses):	www.bobcat.com/government www.doosanportablepower.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):	Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 E: kristie.willett@doosan.com P: 704-650-0340 or 704-883-3772
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kristie Willett Government Account Manager 1293 Glenway Drive Statesville, NC 28625 E: kristie.willett@doosan.com P: 704-650-0340 or 704-883-3772
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Josh Goodman Sales Support Manager 1293 Glenway Drive Statesville, NC 28625 E: josh.goodman@doosan.com P: 704-883-3863  Randy Fuss Director, Government Accounts 250 East Beaton Drive West Fargo, ND 58078 P: 701-241-8746

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

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 2007, Doosan purchased the Portable Power and Bobcat division from Ingersoll-Rand; focusing on being the global leader in providing power platforms like mobile generators, portable air compressors and light towers as well as compact construction equipment.</p> <p>Ingersoll-Rand was formed in 1871 and developed its first air compressor in 1872. Since then, the Portable Power division has been focused on manufacturing high quality, mobile equipment for the infrastructure, construction, industrial and government sectors. Ingersoll-Rand built its first mobile generator in 1987 and its first light tower in the 1990's.</p> <p>Doosan was established in 1896 as a consumer products company and committed itself to the infrastructure support business in 1996. Doosan's vision is to be a leading innovator of products and services that improve the quality of life for people and communities around the world.</p> <p>Doosan Portable Power's core competency is packaging prime movers (engines) with power outputs to create machines that meet or exceed our customer's demands.</p> <p>Doosan is a global leader in construction equipment, power and water solutions, engines and engineering proudly serving customers and communities for more than a century.</p> <p>Core Values and Business Philosophy:</p> <p>The people of Doosan Portable Power practice the nine core values of the Doosan Credo. We practice the nine core values everywhere we operate, every day, to build a "Proud Global Doosan." These values guide the way we do business, the way we treat each other and the way that we work with all of our partners. The nine core values are as follows:</p> <ul style="list-style-type: none"> <li>• People</li> <li>• Inhwa</li> <li>• Profit</li> <li>• Cultivating People</li> <li>• Customers</li> <li>• Integrity &amp; Transparency</li> <li>• World-Class Technology &amp; Innovation</li> <li>• Safety &amp; Environment</li> </ul>
11	What are your company's expectations in the event of an award?	<p>In the event of an award, Doosan Portable Power will continue to expand, market, train and demonstrate our market leadership with the Sourcewell Contract secured in our Sales Toolbox, ready to be positioned first throughout North America. We will strengthen and develop new relationships within the SLED (state, local and education) markets to generate additional market share, revenue and brand recognition.</p> <p>With a united effort between Doosan Portable Power, Sourcewell and our world class dealer network, our organization will continue to be the market leader and premier offering in the portable power industry. The Sourcewell contract coupled with our sales and marketing plan, training and communication will allow further brand exposure and awareness for Doosan and Sourcewell.</p> <p>Delivering top of the line, quality equipment in a timely matter to meet the needs of the member will continue to be our focus and priority.</p> <p>Further, our marketing and sales execution will consist of strong trade show attendance, association involvement and print/digital marketing. Dealer engagement will be crucial and will consist of contacting equipment fleet users and procurement professionals ensuring our equipment is in line with bid specifications and meeting face to face as best we are allowed to position our unified value proposition (Doosan Portable Power and Sourcewell).</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Our current corporate family rating (CFR) is a Ba3 primarily reflects our company's dominant position in the portable power, compact farm and construction equipment market throughout North America. Our CFR is supported by the company's healthy financial leverage, consistent positive free cash flow and very good liquidity. Term Loan B (TLB) bond rating is Ba3/BB. Please see attached financial statements and credit references.</p>
13	What is your US market share for the solutions that you are proposing?	<p>We estimate that our US market share is 36% for Portable Air Compressors. Mobile Generators have not been reported to AEM (Association of Equipment Manufacturers) until early 2021 and not all manufacturers are reporting today. We estimate that our US market share for mobile generators is 8%.</p>

14	What is your Canadian market share for the solutions that you are proposing?	We estimate that our market share is 40% throughout the Canadian Market for our Portable Power Equipment.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Not Applicable. Doosan Portable Power has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B: Clark Equipment Company dba Doosan Portable Power is the manufacturer of all product lines.  Our dealers are independently owned and operated, not owned by Doosan Portable Power. The dealer's contract annually with Doosan Portable Power in order to achieve company mission, vision, values and growth objectives.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Clark Equipment Company dba Doosan Portable Power holds the current business license and pertinent certifications to be compliant with the EPA, OSHA, ISO, etc. which allows us to manufacturer, market and sell the portable power equipment throughout North America and globally.  See Attached Certifications and Attached Corporate Sustainability Report	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None - Not Applicable.	*

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2018 – Compact Equipment – Innovative Iron Award – Doosan Portable Power, Light Tower Solutions LCV6 &amp; LCV8</p> <p>2018 – Roads &amp; Bridges - Contractors Choice Award – Compressors Category – Bronze Award XP825/HP750WCU</p> <p>2018 – Roads &amp; Bridges – Contractors Choice Award – Compaction Bronze Award</p> <p>2019 – Rental Management – Hot List for The Rental Show – C185 Air Compressor</p> <p>2021 – Construction Equipment Guide – Innovative Iron Award - Doosan Evolution Series P185 Air Compressor</p> <p>2020 – Rental Equipment Register – Innovative Product Award Winner – XP185 Air Compressor</p> <p>2020 – Rental Equipment Register – Innovative Product Award Winner – Doosan Generators</p> <p>2022 – Construction Equipment Guide - Innovative Iron Award, Doosan Portable Power 20kVA – 50kVA Generators</p>
20	What percentage of your sales are to the governmental sector in the past three years	Our Government Sales volume to all government customer types represent approximately 8% of our total sales.
21	What percentage of your sales are to the education sector in the past three years	Approximately 2% of our total government sales are to the education sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell: \$8,557,844 / Term of current contract is \$14,030,560. NYOGS: \$1,905,041 North Carolina Sheriffs: \$30,000 Florida Sheriffs: \$2,526,000 HGAC: \$125,000 Michigan: \$125,000 California CMAS: \$51,000 Pennsylvania: \$897,124 North Carolina: \$52,000 Iowa: \$50,000 TX Buyboard: \$0 - New Contract</p> <p>These numbers are based upon shipments only. Through the pandemic and lingering effects of supply chain constraints, labor shortages, and many other factors, our backlog remains the largest in our company history but these issues impacted our build numbers and shipments. Our government customers and getting their machines delivered in a timely manner continue to be our top priority.</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?	We currently hold a GSA contract GS-07-F-040DA with sales average of \$3 Million over the past three years.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Miami-Dade County, FL	Roddy Gomez, Fleet Manager Water & Sewer Department	(786) 268-5307
City of Charlotte, NC	Scott Hahm, Specification Specialist General Services - Fleet Management	(704) 517-3687
City of Philadelphia, PA	Lance Willus, Office of Fleet Management	(215) 686-1875

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Not Required	Government	Georgia - GA	Portable Power Equipment	\$21,566	\$3,811,563
Not Required	Government	Florida - FL	Portable Power Equipment	\$24,998	\$1,249,904
Not Required	Government	Pennsylvania - PA	Portable Power Equipment	\$25,753	\$875,609
Not Required	Government	New York - NY	Portable Power Equipment	\$44,105	\$485,158
Not Required	Government	Florida - FL	Portable Power Equipment	\$24,993	\$224,938

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

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

Line Item	Question	Response *
26	Sales force.	<p>Doosan Portable Power has (1) Vice President of Sales, (1) General Manager of Commercial Sales, (2) Regional Directors and (8) District Sales Managers covering the United States and Canada. We have one Generator Specialist responsible for the entire region. Our District Managers sell the entire portfolio of Air Compressors, Generators, Light Towers and Light Compaction Equipment through all channels of distribution, including dealers, national rental accounts, key accounts and government. They are entirely focused on the sale and service of the products specified in the RFP. In addition, we have two dedicated members of our sales organization solely focused on government sales as well as one Government Sales Director who is responsible for all government accounts under the Clark Equipment umbrella. One Government Account Manager focused on contract management and business development as well as a Government Sales Support Manager focused on quoting, liaison between our distributors and the government customer as well as working with internal product management and engineering ensuring our products are meeting the bid specifications and customer's needs.</p> <p>We also have an inside sales team of (6) Channel Support Specialist who follow orders from Order entry to shipment. Each one is assigned a territory and support the District Managers and dealers in that region.</p> <p>Our entire dealer network is trained to interface with government customers to provide a world class customer experience. See attached Sales Map and Dealer Location List. There is also a Dealer Locator tool on our website <a href="http://www.doosanportablepower.com">www.doosanportablepower.com</a></p>
27	Dealer network or other distribution methods.	<p>Doosan Portable Power has over 350 dealer locations contracted to sell its portfolio of products. Our dealer network includes branches across North America (all 50 states and Canada) and includes over 500 salespeople.</p> <p>We are committed to customers and distribution partners who expect world-class products, service and support every day. Doosan Portable Power is committed to continually strengthening our coverage to grow this world-class service and support.</p>
28	Service force.	<p>Doosan Portable Power service team includes (1) Director of Service, (1) Product Service Manager, (3) Field-Based Technicians, (3) Service Trainers, (4) Technical Support Representatives and (1) Warranty Analyst. All based at our Statesville, NC manufacturing facility, this team trains and supports the dealer service technicians. They are all 100% dedicated to supporting Doosan Portable Power products. (See attached Contact Map)</p> <p>Our dealer locations and branches also employ over 1,000 service technicians. About 350 of these service technicians are dedicated to providing road service and offer the ability to service machines at the customer's location.</p>



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We allow both direct ordering at the manufacturer level or through our dealers, depending on the requirements of the agency, as well as if the agency has a preference. All quotes and orders are processed by our Government Sales Team to ensure compliancy of contract pricing and reporting. Regardless of the level of ordering, each machine is shipped to the local dealer for pre-delivery inspection and then delivered to the government agency. This allows our dealers to form a relationship with the agency for service and parts needed after the time of sale.	*
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.	We pride ourselves in creating a world-class customer experience. Customer service issues are addressed at several levels; authorized dealer level, service managers, territory sales managers, corporate call center and are handled diligently and in a timely manner. When appropriate, customer service issues are elevated to the District Sales Managers, Regional Directors and the Government Sales staff for resolution. It is our desire to provide exceptional customer service and a world-class customer experience. 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.	<p>Doosan Bobcat's Government Accounts Team, Internal Sales and Support individuals, Corporate Field Sales, Service and Support Staff along with Dealer Sales Specialists serving North America, whom all interface with government customers strive 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.</p> <p>Teach, Train, Mentor and Develop continues to be Doosan Bobcat Company's focus for a successful government sales business model. Well versed in government sales, our organization stands ready to serve the government customers through the use of contracts to further the efficiencies of public procurement.</p> <p>Doosan Bobcat Company will extend the use of the awarded Sourcewell contract to all members and nonmembers (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.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We are proud and excited about the opportunities and possibilities through our partnership with Soucewell and the Canoe Procurement Group. We are looking forward to continued expansion into Canada with these strategic partnerships.</p> <p>Doosan Bobcat's Government Accounts Team, Internal Sales and Support individuals, Corporate Field Sales, Service and Support Staff along with Dealer Sales Specialists serving North America, whom all interface with government customers strive 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.</p> <p>Teach, Train, Mentor and Develop continues to be Doosan Bobcat Company's focus for a successful government sales business model. Well versed in government sales, our organization stands ready to serve the government customers through the use of contracts to further the efficiencies of public procurement.</p> <p>Doosan Bobcat Company will extend the use of the awarded Sourcewell contract to all members and nonmembers (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.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Not Applicable.</p> <p>Doosan Portable Power will be serving all geographical areas of North America (US and Canada) related to the proposed contract.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Doosan Portable Power 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 market throughout North America.</p> <p>We will fully serve the Sourcewell members throughout North America and Territories.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Doosan Portable Power will service all Sourcewell members and market segments throughout North America including Alaska, Hawaii, and all US Territories. Additional freight when using a freight forwarder will be added to the account for the additional shipping charges either door to door and/or door to port depending on the customer's needs.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Doosan Bobcat intends to market the contract through several platforms across North America. The following illustrates a snapshot of our marketing strategy:</p> <ul style="list-style-type: none"> <li>• Primarily through communication 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.</li> <li>• Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Doosan Bobcat branding guidelines alongside the Sourcewell brand.</li> <li>• 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)</li> <li>• Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-Newsletter and social media (see attached samples)</li> <li>• Maintain a strong Doosan 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, Sourcewell H2O etc.</li> <li>• Doosan Passport 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.</li> <li>• Training Plan: Field Staff, Dealers and Distributors, Portable Power University for new dealer sales representatives, Doosan Bobcat District, Regional, and National Dealer Meetings, Doosan Bobcat Field Sales and Marketing Meeting.</li> <li>• Speaking engagements and Demonstrations: (most recent NCPP, Park &amp; Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX)</li> <li>• Thought Leadership Articles for publications and social media.</li> <li>• Continued Doosan Bobcat Dealer Network Expansion and Product Offering Expansion</li> <li>• Utilization of Brand Ambassadors (see <a href="https://www.bobcat.com/company-info/newsmedia/press-releases">https://www.bobcat.com/company-info/newsmedia/press-releases</a>)</li> </ul> <p>Visit:  <a href="http://www.bobcat.com/government">www.bobcat.com/government</a>  <a href="https://www.bobcat.com/secure/forms/contact-government-sales">https://www.bobcat.com/secure/forms/contact-government-sales</a></p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Doosan Bobcat, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members.</p>

38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Doosan Portable Power's expectation would be that Sourcewell will continue to promote the contract vendors and continue to provide avenues of approach for our products to easily be procured where Sourcewell is widely accepted and into areas of new opportunity.</p> <p>Furthermore, we'd expect Sourcewell to continue its efforts to solve or break down the barriers to entry with procurement and the use of cooperative purchasing contracts, as well as continue to train, mentor, and develop its members and contract vendors to further strengthen the relationships between industry, government customers, and cooperative purchasing.</p> <p>Finally, it is expected that Sourcewell will place a priority focus on additional state adoptions of the Portable Power Equipment Contracts allowing deeper penetration and utilization of the Sourcewell contract at all levels of the SLED government.</p> <p>Sourcewell has proven to be one of our strongest government sales tools. If awarded a new contract, we will continue incorporating the ease of using the contract into our corporate and dealer trainings, so that our world-class dealers and our salesforce are confident that Sourcewell is the most powerful contract to solve public procurement challenges. We will continue the promotion of Sourcewell in our marketing materials, trade show signage, display ads, dealer communications and E-Newsletters.</p> <p>Throughout the pandemic and lingering effects of the pandemic, we have maintained a very high momentum of training with our Doosan Bobcat field staff and dealers across North America, continuing to relay consistent messaging with our contract strategy. Some notable trainings include: Canadian Dealers (all provinces) alongside Canoe and Sourcewell, 2020 – 2023 Doosan Portable Power Sales Meetings, 2020 ConExpo, 2021 Doosan Portable Power Dealer Meeting, and numerous states. It is our intent to continue these training initiatives, expanding the depth and breadth of the training by adding additional value through our partnerships with Sourcewell, NCPP, Canoe, NCL and Deltek throughout the term(s) of our Sourcewell contract.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Although complete machine ordering is not available on our e-procurement platform due to the complexity of machine configuration, most of our parts, accessories and Light Compaction are available to order on the platform. With continual technology and system advancement taking place within our organization, we are hopeful that government customers will soon be able to easily order through the e-procurement method.</p>	*

**Table 8: Value-Added Attributes**

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>In September 2019, Doosan Bobcat opened an all new and innovative training center in Aurora, CO. This new facility is being utilized to address the needs of Doosan Bobcat, its dealers and customers. This facility allows for additional training capacity to host the most dynamic product and service training in the industry today.</p> <p>The Doosan Bobcat Training Center includes technical training rooms, hands-on shop space, a large classroom style auditorium as well as a full warehouse area for equipment storage and showroom space.</p> <p>Our Statesville, NC facility just completed a \$70 million dollar expansion which also includes an outdoor training arena where dealers and customers can get a true, hands-on operator experience.</p> <p>Doosan Bobcat and its dealers provide initial standard operator and maintenance training upon delivery and receipt of new equipment, to provide the best value in the customer experience.</p> <p>Additionally, we offer "Train the Trainer" type modules that are available to our customers. These modules extensively cover the operations, safety and maintenance of our equipment.</p> <p>For larger audiences, we have a corporate training staff that stands ready to provide optional specialized, in-depth and interactive training for a minimal cost (travel and materials).</p>	*

41	Describe any technological advances that your proposed products or services offer.	<p>Doosan Bobcat is an industry leader in the engineering, manufacturing and marketing of construction equipment. We are committed to delivering innovative products and services that provide quality and value.</p> <p><b>Doosan Portable Power IQ System:</b> Provide instrument-quality air that is 99.99% free of contaminants – removing harmful dust, dirt, moisture and oil that are present in untreated air. The unique, onboard IQ system is fully-enclosed within the Doosan air compressor design. The all-in-one package provides the same portability customers expect from Doosan Portable Power equipment. The IQ system also delivers on versatility with the ability to select instrument-quality air or standard compressed air for applications that don't require pure, dry air. A lockable valve system makes it easy to instantly switch between the two options to tackle a variety of applications all in one day, saving time and money.</p> <p><b>ILMS – Intelligent Load Management System:</b> Light loads and extreme cold can wreak havoc on your diesel generator. The Doosan Portable Power optional Intelligent Load Management System (ILMS) solves the wet stacking problem and keeps your generator operating longer and stronger - reducing costly repairs and downtime. ILMS automatically raises the engine and exhaust temperature with supplemental heat, achieving the optimal operating temperature to prevent diesel generator wet stacking and ensure generator performance in light load and fluctuating conditions. Engine manufacturers require a minimum of 30% load on the engine for optimum performance. If you have a small load at your jobsite, the ILMS option will allow you to meet that requirement, resulting in increased performance and reliability without sacrificing capacity or fuel economy.</p> <p><b>Paralleling &amp; Power Management:</b> For applications that require additional power or desire redundancy to ensure the ultimate reliability, Doosan offers advanced control systems that allow multiple generators to be synchronized and paralleled together. Doosan has partnered with Deif, a global leader in control systems, to offer a highly configurable control system capable of supporting a broad range of applications.</p> <p><b>Remanufacturing:</b> Doosan's Certified Remanufacturing Program extends the life of your Doosan or Ingersoll-Rand portable air compressor or mobile generator, offering like-new performance at less cost, complete with a new warranty. Our Airend Exchange Program or remanufactured starters and alternators can also save you money.</p> <p><b>Serviceability &amp; Maintenance:</b> All of our products are engineered and designed with an emphasis on accessibility to make sure routine maintenance is quick and easy to perform without having to take the machine apart.</p> <p><b>Doosan FlexAir System:</b> The Doosan FlexAir System will permanently change how a 185 cfm air compressor is used on jobsites. Operators are now able to adjust output air electronically using the control panel rather than entering the machine to manually adjust the regulators with a wrench. This versatility allows operators to easily add more psi when needed to compensate for pressure loss associated with long hose runs. It also significantly increases the range of applications a single machine is capable of handling. Doosan FlexAir technology opens a larger range of applications for small air units such as fiber optic cable blowing, making Doosan Portable Power's small air line-up the most versatile small air machines in the industry.</p> <p><b>Telematics:</b> Using wireless communication technology, Doosan machines can be monitored from anywhere, enabling operators and their dealers to monitor machines remotely for unplanned or planned maintenance needs, machine security, reporting and analytics and basic telematics data. Operators can stay connected to their machine's status at any time from a computer or mobile device.</p> <p><b>Safety Features:</b> Built-in safety features help operators stay safe and productive. Features include an E-Stop on the generator control panel, safety valves on air compressors and auto shut off valve.</p>
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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>Doosan Portable Power adheres to the Occupational Health &amp; Safety Management, Environmental Management System – ISO 1400:2015 to control environmental risk associated with the manufacture of portable power equipment.</p> <p>The environmental attribute of our Generators is one of our key selling features. We were the industry leaders in becoming completely Tier 4 Final and incorporating this into all sizes of our generators. This reduces emissions and decreases fuel consumption. Our Generators are some of the quietest on the market, eliminating much of the noise pollution that traditionally accompanies construction equipment. We also provide 110% fluid containment as a standard practice in all our generators. If any fuel or oil leaks in the machines, it is kept in the containment basin and not allowed to reach the ground.</p> <p>Water &amp; Waste Management: Throughout Doosan Bobcat North America, our water performance is systemically tracked and monitored, we are taking steps to primarily cut water withdrawal and reduce water consumption intensity. Ex. Our facilities follow the storm water permit process approves how storm water is dispersed. Further, we ensure all wastewater generated from production processes go through a physical, chemical, and biological treatment process at the wastewater treatment facility prior to discharged back to the local municipality. Waste Management, our approach is to prevent waste by using less material, recycling (metals, oils, wood, paper, plastics, and glass), finding fewer toxic substitutes, and/or by making equipment or process changes. Since 2006, the Gwinner facility has been registered as a Very Small Quantity Generator (VSQG) of hazardous waste.</p> <p>Climate Change &amp; Energy: We strive to respond to climate change issues by promoting responsible use of energy throughout our business value chain and maintain efforts in improving environmental protection and awareness at all our facilities. These efforts include conserving energy, improving energy efficiency, and giving preference to renewable over nonrenewable energy when feasible. We practice conserving natural resources b increasing the materials we recycle, adopting conservation measures, and strengthening pollution prevention. Our facilities are becoming more environmentally friendly through LED lighting installation, LEED and in line with the expansion plans will continue our efforts to reduce environmental footprint by installing LED lighting at all sites, upgrading paint lines, converting to natural gas from LPG and improving overall efficiency.</p> <p>Doosan Bobcat North American Headquarters located in West Fargo, ND and the Acceleration Center, located in Bismarck, ND have achieved the LEED Certification. The Bobcat Acceleration Center is one of only a handful of test lab facilities of its kind to receive and achieve LEED Certification, a widely used green building rating system and is a globally recognized symbol of sustainability achievement.</p> <p>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.	All products offered will be complaint with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board).
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	When appropriate Doosan Portable Power utilizes strategic partnerships for sourcing, services, and sales in order to meet Supplier Diversity Plans, Small Business Subcontracting Plans, and key Socio Economic/Small Business procurement objectives. Our organization does have an annual Small Business Contracting Plan and have goals to meet utilizing strategic partnerships for sourcing and sales in order to meet Supplier Diversity Plans.

<p>45</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>Doosan Portable Power has decades of experience selling to state, local and federal governments. We have a robust process in place to handle this business. Our vision, mission and values align with providing the best in the industry portable power equipment. We have a world-class dealer network who stands ready to service the world's finest customers. With our expert internal and field staff, we will continue to provide solution-oriented sales growth to maintain our market leadership. Our continued innovation and our quality put our products ahead of the competition and our customers know they have invested in the best.</p> <p>Doosan Bobcat is a global brand with employees and manufacturing facilities worldwide. We are proud of what we create, the value we provide and the relationships we build – all while helping people succeed and do more. Customers use our machines and technologies to accomplish more in construction, agriculture, landscaping, rental, grounds maintenance, utilities, and other applications. Both the people behind our brand and the equipment we manufacture are tough, agile, and versatile. Doosan Bobcat equipment fosters a sense of pride and inspires confidence on even the most challenging job sites.</p> <p>We lead the industry through Brand Excellence, Innovation Leadership, Powered by People, and Community Partnership.</p>
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**Table 9A: 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>Doosan Portable Power offers their customers one of the most comprehensive warranty packages in the industry. Warranties will cover all parts and labor within the specified warranty period. Optional Protection Plus extended warranties are also available for increased protection and peace of mind at an additional charge. (See attached Warranty Statements)</p> <p>See attached warranty policies:</p> <ul style="list-style-type: none"> <li>• Doosan Portable Power Air Compressor Warranty Brochure</li> <li>• Doosan Portable Power Airend Warranty Brochure</li> <li>• Doosan Portable Power Generator Warranty Brochure</li> <li>• Doosan Portable Power Light Compaction Warranty Brochure</li> <li>• Doosan Portable Power Light Systems Warranty Brochure</li> <li>• Doosan Portable Power ProtectionPlus-Extended Warranty Brochure</li> </ul>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Customary to the manufacturing industry, usage limitations such as; length of time or number of months (i.e. 12 or 24 months) and/or the number of hours (i.e. 2000 hours). Protection Plus, an optional Manufacturer's Warranty would also follow the aforementioned number of months/hours methodology.</p> <p>Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time for technicians will not be covered to perform warranty repair.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Doosan Portable Power has over 350+ independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state/province that will stand ready to perform service and warranty work to best serve the government customers. Any remote locations that provide a challenging warranty or service situation, we will work with the nearest dealer enterprise to customize solutions that will meet and/or exceed the customers' expectations.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for any items made by other manufacturers or not manufactured by Doosan Bobcat will be passed on to the OEM. Note: All products currently offered in response to this RFP will be covered by the warranty of Doosan Bobcat.
51	What are your proposed exchange and return programs and policies?	Exchange and returns rarely occur, however, in the event that the situation(s) should arise, we will work with the customer on a case-by-case basis. It is our intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.
52	Describe any service contract options for the items included in your proposal.	Customized service plans/contracts are available and will be only offered by our independently owned and authorized dealers. Customized service plans/contracts may include (*not an all-inclusive list) preventative maintenance plans, service interval plans, high utilization plans, or plans designed to meet unique customer needs. If so, chosen by the customer, service plans/contracts through the local authorized dealer locations can be quoted and ordered in conjunction with contract items.

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

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

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model will be ceiling based beginning with a specified percentage discount off manufacturers suggested list price by product or product category and any related surcharges approved by Sourcewell. (Doosan Portable Power Price Pages Attached).  Canadian request will be quoted in US Dollars.  SKU numbers not available, but part numbers are listed on the price pages.
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.	Doosan Portable Power's discount percentage range will range from 14% to 36% off Manufacturers Suggested List price. The attached price pages reflect the customary 36% discount off the Manufacturers Suggested List Price, however new products that have not yet been released for production or not commercially available but will be become available within the contract term and will meet the scope or statement of work of this RFP. These products may have a cost and pricing structure that requires a different discounting policy then that reflected in the attached price page document. The suggested discount range will allow for the introduction of new models, product catalog expansion, and strengthen our offering to Sourcewell members while maintaining the mindshare of the corporate executives and marketplace position.  Throughout the term of the contract, Doosan Portable Power may offer additional discounts that are pertinent to manufacturing pressures, discount programs, and market share opportunities.  (See Attached Price Pages)



59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity or volume discounts are available upon request. Quantities of ten or more receive favorable discount considerations.	*
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.	Doosan Portable Power will allow for "sourced" goods/products or related services or "open market" item or "nonstandard options" to be itemized and offered on Sourcewell member quotes and orders. These items would be offered by the dealer at fair market value and are agreed upon between the member and the dealer.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional total cost of acquisition may include items such as manufacturer freight and destination charges, applicable state and local sales tax, dealer assembly/installation charges, set up, pre-delivery inspections, document fees, finance fees, insurance costs, environmental disposal costs, material surcharges, fuel surcharges, fuel tank fill, transfer costs, freight forwarding costs, air freight costs, dealer final destination charges, training, service plans/contracts, warranty escrow, extended warranty or Protection Plus. Pre-delivery Inspection and Installation Costs are associated with the local independently owned and authorized Doosan Portable Power dealership shop and labor rates.	*
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.	Freight cost (varied by product and region) from the factory to the customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest dealer for pre-delivery inspection and parts/accessories installation unless unforeseen circumstances warrant a change to this process. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada or any offshore delivery, the customer will be responsible for additional freight, air freight, sling load, barge, ferry and any freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Doosan Portable Power to work with the customer if there is a desired delivery method specified by the customer.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the methods of delivery proposed, if a unique delivery situation were to arise, Doosan Portable Power will work closely with the customer to provide the most efficient and cost-effective methods.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell 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.	From inception of the contract, Sourcewell specific price pages, dealer memorandum of instruction and ordering instructions will be distributed to the dealer network as well as the District Sales Managers by the Doosan Bobcat Government Sales Office. Established pricing and discounts will be made available to all inside sales support staff and dealers to quickly and easily access, expediting the sales process and order capture. All orders will be quoted and processed through our Government Sales Office in order to maintain consistency and audit compliance. All quotes and orders will be documented in our CRM tool as well as an internal report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	If awarded a new contract, some of the internal metrics used to measure success are:  1) Contract Quote and Sales/Retail data by product type 2) Contract Quote and Sales/Retail data by model and industry size class 3) AEM Market Share, UCC, and Industry Specific Data 4) Customer demographics: (ex. city, county, municipality, k-12, university, non-profit, state agency etc.) and location. 5) Sales Revenue Growth 6) Marketing Plan • Frequency and Timing • Media delivery schedule as it relates to budget cycles • Media Metrics – eBlasts, Enewsletters, online display ads, print ads • Impressions • Click Rates • Bounce Rates • Form Submissions
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.)	Doosan Bobcat proposes an administrative fee structure of no more than three quarters of one percent or 0.75%. The proposed discounts offered will allow Doosan Bobcat to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

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

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	The Doosan Portable Power portfolio fits within the scope of this Sourcewell RFP. Our breadth of product lines includes the following for Sales, Lease and Rental: Doosan Portable Power Air Compressors, Doosan Portable Power Generators, Doosan Portable Power Light Towers and Doosan Portable Power Light Compaction, as well as accessories/parts and associated warranty/extended warranty.  We intend to add additional products to the Doosan Portable Power Catalog and Branded offering as we develop this market through organic growth and acquisition to better serve Sourcewell and its members.
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Other value-added product lines under the Clark Equipment Company umbrella include: Grounds Maintenance, Material Handling, Power Generation, Portable Construction, Utility, and Medium Duty Construction equipment, Attachments, Implements, Parts, and associated warranty/extended warranties.

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

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

Line Item	Category or Type	Offered *	Comments
71	Air Compressors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Doosan Portable Power Air Compressors 185 - 1600 cfm visit: <a href="https://doosanportablepower.com/na/en/equipment/air-compressors">https://doosanportablepower.com/na/en/equipment/air-compressors</a>
72	Light Towers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Doosan Portable Power - Light Towers 6kW - 8kW Visit: <a href="https://doosanportablepower.com/na/en/equipment/lighting-systems">https://doosanportablepower.com/na/en/equipment/lighting-systems</a>
73	Generators	<input checked="" type="radio"/> Yes <input type="radio"/> No	Doosan Portable Power Generators 25kVA - 570kVA Visit: <a href="https://doosanportablepower.com/na/en/equipment/generators">https://doosanportablepower.com/na/en/equipment/generators</a>
74	Pressure Washers	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
75	Welders	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
76	Aerial Equipment (scissor lifts/manlifts)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Pumps (less than 30 HP)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
78	Soil Compaction Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Doosan Portable Power Light Compaction Visit: <a href="https://doosanportablepower.com/na/en/equipment/light-compaction">https://doosanportablepower.com/na/en/equipment/light-compaction</a>

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

**Line Item 79. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Price Pages.zip - Thursday February 09, 2023 14:28:05
- [Financial Strength and Stability](#) - Financials.zip - Wednesday February 08, 2023 13:48:25
- [Marketing Plan/Samples](#) - Marketing\_Product Information\_Sustainability Report.zip - Wednesday February 08, 2023 13:48:55
- [WMBE/MBE/SBE or Related Certificates](#) - Certifications.zip - Wednesday February 08, 2023 13:58:02
- [Warranty Information](#) - Warranty Documents.zip - Wednesday February 08, 2023 13:49:12
- [Standard Transaction Document Samples](#) - Standard Transaction Documents\_Quote Samples.zip - Thursday February 09, 2023 07:54:39
- [Upload Additional Document](#) - Dealer List\_Contact Maps.zip - Thursday February 09, 2023 07:58:52

## 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. - Kristie Willett, Government Account Manager, Clark Equipment Company dba Doosan Portable Power

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_2_Portable_Construction_Equipment_RFP_020923</b> Tue January 24 2023 09:14 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Portable_Construction_Equipment_RFP_020923</b> Wed December 28 2022 01:43 PM	<input checked="" type="checkbox"/>	1