

**Solicitation Number: 091520****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Doosan Industrial Vehicle America Corp., 2475 Mill Center Parkway, Suite 400, Buford, GA 30518 (Vendor).

Sourcewell is a State of Minnesota local government agency 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 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.

Vendor 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 October 26, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor'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/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor'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.** Vendor 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, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor'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 is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor'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, Vendor 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.

Vendor 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 Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor 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**

Vendor 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 Contract Administrator. This form is available from the assigned Sourcewell Contract 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 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor'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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **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.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Vendor 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, 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, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable 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 Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor 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 Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor 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.

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

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

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **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. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor 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.

## 12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

## 13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 17. 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.

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. 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 Vendor 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 Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

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.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming 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.

## 20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor 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.* Vendor 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-Completed operations
- \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor 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, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:  
\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor 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 Vendor'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 Vendor 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, Vendor 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 Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor 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 Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. 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.** Vendor 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 Vendor conducts with Sourcewell and Participating Entities.

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

Vendor 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 Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor 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. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

### **23. 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 also require additional requirements based on specific funding specifications. 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 Vendor’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. Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor 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). Vendor 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. Vendor 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). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors 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, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor 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, Vendor 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, Vendor 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). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor'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 Vendor'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.

**24. CANCELLATION**

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

Sourcewell

Doosan Industrial Vehicle America Corp.

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

DocuSigned by:  
By: Dan Besson  
9F6B0844840F46C...  
Dan Besson  
Title: National Accounts Sales

Date: 10/21/2020 | 10:22 AM CDT

Date: 10/23/2020 | 2:48 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO

Date: 10/23/2020 | 3:35 PM CDT

# RFP 091520 - Fork Lifts and Lift Trucks with Related Services

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## Vendor Details

Company Name: Doosan Industrial Vehicle America Corp.  
2475 Mill Center Parkway Suite 400  
Address: Buford, GA 30518  
Contact: Dan Besson  
Email: dan.besson@doosan.com  
Phone: 561-236-8966  
Fax: 678-745-2250  
HST#: 45-2469580

## Submission Details

Created On: Friday July 31, 2020 10:16:43  
Submitted On: Tuesday September 15, 2020 14:08:43  
Submitted By: Dan Besson  
Email: dan.besson@doosan.com  
Transaction #: f9a7674e-6fdf-4d8e-81d1-e672207401be  
Submitter's IP Address: 73.0.151.164

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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. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Doosan Industrial Vehicle America Corp. (DIVAC)  Parent : Doosan Industrial Vehicles (DIV)
2	Proposer Address:	2475 Mill Center Parkway Suite 400 Buford, GA. 30518
3	Proposer website address:	www.doosanlift.com, - www.doosan-iv.com/en
4	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):	Dan Besson National Accounts Sales, 2475 Mill Center Parkway Suite 400 Buford, GA. 30518 dan.besson@doosan.com 561-236-8966
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Conner Cameron National Accounts Sales Support 2475 Mill Center Parkway Suite 400 Buford, GA. 30518 conner.cameron@doosan.com 678-745-2249
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Dan Besson, National Accounts Sales, 2475 Mill Center Parkway Suite 400 Buford, GA. 30518 dan.besson@doosan.com 561-236-8966

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

Line Item	Question	Response *
7	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>DIV (Doosan Industrial Vehicles) is a division of the Doosan Group. The same group that owns Bobcat. (see annual report) DIVAC (Doosan Industrial Vehicles America Corp) is a wholly owned subsidiary of DIV (Doosan Industrial Vehicles) Korea. We have won the Doosan Credo award 2 years running 2018 and 2019 for our overall sales &amp; Community support activity. Additionally, DIVAC won the Doosan Presidents Award in 2018, for Excellence in performance.</p> <p>1) The Doosan Way is a set of principles and values that represent our philosophies and unique way of doing business. These principles have been the foundation of Doosan's success for the past century. (see attached) The Credo consists of Doosan's Aspirations and core values.</p> <p>2) These are the values and philosophy that drives our growth.</p> <p>3) Our Vision</p> <p>a) We aspire to be a Respected Global Leader- a major innovator of products and services that improve the quality of life for people, and our communities around the world.</p> <p>b) Our Credo will be our guide to drive our second century of growth.</p> <p>c) Our people are our greatest asset</p> <p>d) integrity and transparency are fundamental Doosan strengths</p> <p>e) Inhwa is defined as teamwork</p> <p>f) our customers are the reason we exist</p> <p>g) our goal is to always deliver superior value to our customers</p> <p>h) long term success is built by respecting the right of our suppliers, distributors and partners to earn fair profits</p>

		<p>4) Doosan is heavily involved CSR (Corporate Social Responsibility) supporting local communities, performing volunteer work for the communities we live in, Donations to our local food banks, Toys for Tots annually and other charity organizations. (see attached doc)</p> <p>5) DIVAC (Doosan Industrial Vehicles America Corp) was recognized for its contribution to our local community by the Gwinnett Chamber of Commerce as the International Company of the Year in 2018.</p> <p>6) DIVAC (Doosan Industrial Vehicles America Corp) has doubled its sales revenue from 2016 to 2019. We have accomplished this through:</p> <ul style="list-style-type: none"> <li>a) Dealer distribution development - 62 dealers to now 93 dealers</li> <li>b) By 2021 we will be at 105 dealers nationally.</li> <li>c) National Account growth has a 22% (CAGR) compound average growth rate over the same 3-year term.</li> <li>d) DIVAC has double sales with our 3rd Party partners in GSA, DLA, DPA &amp; Open Market Gov sector business through collaboration and focused growth activity.</li> <li>e) Product development – DOOSAN will continue to develop new products that bring technology and value.</li> <li>f) Strong Doosan / Bobcat Financial Programs -</li> <li>g) Strong market promotions</li> <li>h) Dealer Partnering</li> </ul> <p>7) We believe in doing the right thing and supporting our dealers thru a partner type relationship.</p> <p>8) DIV (Doosan Industrial Vehicle) began manufacturing forklifts in 1968. We manufactured forklifts for Caterpillar Lift Trucks beginning in 1983. 2000 - we launched the new Doosan 5 series forklifts. 2005- Doosan Corp Acquires Daewoo. 2012 - class 3 walkie/rider trucks, walkie stackers were introduced. 2016 - Sit-down electrics counter balanced were introduced in both 3W and 4W models. 2017 – the updated 7 series CL5 IC engine pneumatics was introduced with 5 new models. The DV180, DV250 large capacity Pneumatic IC engine products were introduced in 2 new products. 2018 – the updated 7series mid-weight CL5 IC engine pneumatics was rolled out in 10 new models. 2019 – the updated 7series CL1 pneumatic electrics were brought to market in 7 new models. The new CL4 cushion tire IC engine 9 series were introduced in 13 new models. The new SUR electric Stand up CL1 was rolled out with 6 new models. The new OP electric Narrow Aisle Order Picker was rolled out. The new BER electric walkie rider CL3 products were introduced in 4 new models. The BR CL2 electric Reach truck was updated to the + plus version.</p> <p>9) Doosan currently has a full product offering in all 5 classes of forklifts with capacities from 3,000 lbs. to 55,000 lbs. at a 48" load center. Doosan Industrial Corp. Video – copy and pastes into your browser <a href="https://www.youtube.com/watch?v=M349SomAI9U">https://www.youtube.com/watch?v=M349SomAI9U</a> Doosan Industrial America Corp <a href="https://www.youtube.com/watch?v=rvGNe3YIW90">https://www.youtube.com/watch?v=rvGNe3YIW90</a></p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Our past performance would not be an indicator of our future performance potential given the current understanding of the Sourcewell business model, given the recent training and knowledge we have gained from Bobcat. We have hired a dedicated Gov resource to grow this sector of business.</p> <p>We fully expect to achieve over 250% growth in year 1, 100% year 2, 65% year 3 based on our market plan and committed resources for growth. By end of contract term, we would be disappointed if we were not at 400-500 units and in excess of \$10,000,000 volume annually. Our vision is this group will have 2-3 additional resources dedicated to it in the next 3 years. We have a lot to prove if we have that opportunity afforded us. We are keenly committed to Sourcewell for strong growth, bringing value to our relationship. We believe our products and value proposition bring opportunity and TOC value to the relationship of the Sourcewell brand and its customers. Sourcewell will be our single focus in this government sector.</p> <p>We will work strategically and diligently to become the fastest growing forklift provider. Implementing our marketing plan and utilization of the Doosan Sales, customer service, strong dealer resources, routine training &amp; communication with support of corporate marketing resources to gain immediate traction with the opportunity. Strong use of digital marketing &amp; dealer feet on the street contacting the customers face to face as best we are allowed in this current environment.</p>

9	<p>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>	<p>See the attached Financial information pdf for further details. 2018 Financial report is also attached.            DIVAC Doosan Industrial Vehicle America Corp. Financials roll up under Doosan Corporation consolidated. (see summary below)</p> <p>Doosan Corporation Audited Financials            [Income Statement]            (USD)</p> <table border="1"> <thead> <tr> <th>Account</th> <th>2019Year</th> <th>2018Year</th> </tr> </thead> <tbody> <tr> <td>I. Operating Income</td> <td>1,736,061,786</td> <td>1,766,337,770</td> </tr> <tr> <td>1. Commodity and manufactured goods</td> <td>1,538,692,030</td> <td>1,527,973,576</td> </tr> <tr> <td>2. Other sales</td> <td>178,660,152</td> <td>166,842,003</td> </tr> <tr> <td>3. Dividend Revenue</td> <td>18,709,605</td> <td>71,522,191</td> </tr> <tr> <td>II. Operating Cost</td> <td>1,599,649,097</td> <td>1,585,317,514</td> </tr> <tr> <td>1. COGS of commodity and manufactured good</td> <td>1,247,336,438</td> <td></td> </tr> <tr> <td>1,245,275,194</td> <td></td> <td></td> </tr> <tr> <td>2. Other COGS</td> <td></td> <td>128,946,607</td> </tr> <tr> <td>107,474,484</td> <td></td> <td></td> </tr> <tr> <td>3. Sales, General and Administrative cost</td> <td></td> <td>223,366,052</td> </tr> <tr> <td>232,567,837</td> <td></td> <td></td> </tr> <tr> <td>III. EBIT</td> <td></td> <td>136,412,689</td> </tr> <tr> <td>181,020,256</td> <td></td> <td></td> </tr> <tr> <td>Financial revenue</td> <td></td> <td>30,128,601</td> </tr> <tr> <td>Financial cost</td> <td></td> <td>74,258,596</td> </tr> <tr> <td>Other non operation profit</td> <td></td> <td>13,516,564</td> </tr> <tr> <td>Other non operation cost</td> <td></td> <td>24,850,228</td> </tr> <tr> <td>IV. Earnings before tax</td> <td></td> <td>80,949,031</td> </tr> <tr> <td>136,200,282</td> <td></td> <td></td> </tr> <tr> <td>Corporat Tax</td> <td></td> <td>14,482,294</td> </tr> <tr> <td>15,995,408</td> <td></td> <td></td> </tr> <tr> <td>V. Net Income</td> <td></td> <td>66,466,737</td> </tr> <tr> <td>120,204,874</td> <td></td> <td></td> </tr> </tbody> </table>	Account	2019Year	2018Year	I. Operating Income	1,736,061,786	1,766,337,770	1. Commodity and manufactured goods	1,538,692,030	1,527,973,576	2. Other sales	178,660,152	166,842,003	3. Dividend Revenue	18,709,605	71,522,191	II. Operating Cost	1,599,649,097	1,585,317,514	1. COGS of commodity and manufactured good	1,247,336,438		1,245,275,194			2. Other COGS		128,946,607	107,474,484			3. Sales, General and Administrative cost		223,366,052	232,567,837			III. EBIT		136,412,689	181,020,256			Financial revenue		30,128,601	Financial cost		74,258,596	Other non operation profit		13,516,564	Other non operation cost		24,850,228	IV. Earnings before tax		80,949,031	136,200,282			Corporat Tax		14,482,294	15,995,408			V. Net Income		66,466,737	120,204,874		
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10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Class 5 13%            Class 1 5%            Class 2 2%            Class 3 3%            Class 4 6%</p>																																																																								
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 5 12%            Class 1 5%            Class 2 2%            Class 3 3%            Class 4 6%</p>																																																																								
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No.</p>																																																																								
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.            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?</p>	<p>-We would be b) Manufacturer            DIVAC (Doosan Industrial Vehicle America Corp) is a wholly owned distribution arm for DIV (Doosan Industrial Vehicle).            -DIV is a division of DOOSAN Corp, who owns BOBCAT, among many other Companies and is one of the oldest businesses in South Korea (+100 years).            -DIVAC supports a dealer network of 90+ dealers and nearly 200 locations throughout North America.            -We provide both Whole goods and spare parts support. We typically have inventories of around 1000 units at any given time in both Buford, GA, Buena Park, CA and in transit.            -Additionally, we support the market with all retail and wholesale finance programs, service &amp; sales training, spare parts distribution and technical support to the dealers and end customers.            -DIVAC has both Company owned and Independent dealerships throughout NA.            -All dealers operate on legal dealer contracts for specific local market APR's and are monitored to provide specific performance levels in their markets.</p>																																																																								
14	<p>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.</p>	<p>DOOSAN products are:            1) UL classified (not a requirement)            2) Conform to ANSI B56.1 /ITSDF design standards            3) Follow ITA (Industrial Truck Association) Engineering Standards            4) Follow ISO standards            5) Follow CE Standards            6) Manufacturing plants are both ISO 9001 and 14001 certified.</p>																																																																								
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None, no cases.</p>																																																																								

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

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	DIVAC has won the Gwinnett County, Chamber of Commerce (GA) International Company of the Year Award. DIV has won numerous Red Dot Design Awards for engineering designs. <ul style="list-style-type: none"> <li>• 2017 Won the Company Innovation Award</li> <li>• 2017 Awarded Best Design Award, Doosan Finger-tip</li> <li>• 2018 Awarded Pin Up Design Award, BRS-9 Series</li> <li>• 2019 Awarded iF Design Award, GC25S-9, BR18S-9</li> </ul>
17	What percentage of your sales are to the governmental sector in the past three years	approximately 7-8%
18	What percentage of your sales are to the education sector in the past three years	Approximately 2-3%
19	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?	Frankly, although we have had limited sales to any purchasing cooperative at the factory level. Some of our dealers are participating in these arena's, however we have not. We have some limited sales to the State of New York Thruway, it is not substantial. Some other of these verticals are listed below. City of Lynden Lynden School District CITY OF CHICOPEE, CMG COUNTY OF ERIE LAS CRUCES PUBLIC SCHOOLS MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT NY STATE THRUWAY AUTHORITY Alabany County General Services Turlock Irrigation district County of Monterey City of Chhicopee, CMG County of Erie Jefferson-Lewis BOCES Office of General Services MIDDLE COUNTRY CENTRAL SCHOOL DISTRICT COUNTY OF ARAPAHOE WATER AUTHORITY OF WESTERN NASSAU COUNTY CATTARAUGUS-ALLEGANY BOCES SHOREHAM-WADING RIVER CSD
20	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 have a longtime business partner(s) for GSA, DLA, DPA and OPEN MARKET verticals. We have doubled this business revenue since 2017. 2019 revenue was in excess of \$11MIL.

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
County of Arapahoe	Teresa Peepgrass	303-795-4620
Las Cruces Public Schools	Aldo Magana	575-527-6025
Florida Power &Light	Ross Andersen	561-964-6200
St. Johns River Water Management District	Dave Dickens	352-317-5006

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

**Line Item 22. 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 *
Turlock Irrigation District Employees Association	Government	California - CA	Sold 4 forklift to them in the past couple of year. Contact Daniel Gonser 209-883-8632	\$20,000	Less than \$100,000.00
Johnson County	Government	Kansas - KS	Sold 3 Forklift to them in the past couple years. Contact Dan Conteese 913-708-1750	\$21,000 per to \$24,000	Less than \$100,000.00
PUD#1 of Chelan Co.	Government	Washington - WA	Sold a 36,000 lb. Diesel lift	\$117,000	\$117,000 sold another D120 in 2016
City Of Savannah	Government	Georgia - GA	Sold them a Dual Fuel G45S-7 10,000 lb. forklift	\$44,024.00	Less than \$1,000,000
City of Naperville	Government	Illinois - IL	Sold them a Diesel D35S-7 8,000 lb. Forklift	\$32,405.00	Less than \$1,000,000

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

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

Line Item	Question	Response *
23	Sales force.	<p>1) Doosan's dealer support has grown 50% since 2016, 62 to 93 dealers plus branches.</p> <p>2) DIVAC sales force consists of 20 Corporate Sales/marketing resources,</p> <p>a. 90+ dealers, nearly 200 locations.</p> <p>b. Dealers are out multiplier of forces to accomplish our sales objectives. We can reach more.</p> <p>c. Digital sales force is a must in this environment. It will be fully utilized.</p> <p>d. 600+ sales professionals promoting the Doosan forklift offering to the US and Canadian markets.</p> <p>e. Our vision is adding another 12 dealers by end of 2021, continuing to expand and grow the footprint.</p> <p>3) We will serve all Sourcwell members and market segments throughout North America to include Alaska, Hawaii and all US Territories. Additional freight when using a freight forwarder will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs.</p> <p>4) We also have (4) National Account Managers to facilitate large national accounts, we have 8 regional field managers supporting the dealer organization activities.</p>
24	Dealer network or other distribution methods.	<p>1) Dealers - Doosan has 90+ dealers with nearly 200 different site locations throughout NA</p> <p>2) This will continue to grow and expand; 2016 = 62 dealers, 2020 = 93 dealers, 2021 will be 105 dealers.</p> <p>3) Doosan (DIVAC) owned retail operations in ATL and LOS ANGELES markets</p> <p>4) National Sales channel</p> <p>5) Prologis / Real estate</p> <p>6) Government Sales channel</p> <p>7) 3rd party Sales Partners</p> <p>a. Gov – Bravo, AMH, Technology Intl. GSA, DLA, DPA, Open Market</p> <p>b. United Rentals, Sunstate Rentals, ARA</p>

25	Service force.	<p>1) Doosan has over 900 factories trained, (75% or more) service tech's thru-out US and Canada.</p> <p>2) Techs are supported by a Service staff of 4 field support people and an internal staff of 8 resources supporting the dealer and customer field support activities.</p> <p>3) They are equipped with service tools and laptops with connective dongles for diagnostics and troubleshooting.</p> <p>4) Field issue resolution is handling by an on-line system with office monitors, email notifications, Escalation emails with time fences to insure timely resolutions.</p>	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>1) The customer support group is managed by an on-line field system SCC (Service Call Center), tracking issues, this system is visible via a wall mounted screen in the corporate service office area.</p> <p>2) This system has email notification hierarchy to keep a focus on the resolution of the issues. The issues are color coded Green, Yellow and Red based on the time since opening the ticket. This keeps focus on the issues with timely resolutions.</p> <p>3) Typical dealer response time goals are within 4 hours average.</p> <p>4) Dealers have incentive for the opportunity to qualify for annual awards by meeting designated performance level criteria. This is really a big deal for dealers to receive these awards.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>1) Although DIVAC (Doosan Industrial Vehicle Corp. America) has had the Sourcewell contract for the past 4 years. Honestly, we did not fully understand it and therefore did not properly focus on it.</p> <p>2) We have had several meetings with our Bobcat group counter parts recently, on the how the Sourcewell business operates. We now understand it and grow it with a strong focus.</p> <p>3) DIVAC has hired a new resource (Conner Cameron) to manage the Sourcewell account opportunity. He will be dedicated and accountable for driving the growth activities related to contract growth through a focus on marketing, training, communication, and supporting our dealers to grow the opportunity through the Sourcewell system.</p> <p>4) Additionally, DIVAC will prepare dedicated marketing materials, enhance websites, establish a dedicated resource portal for dealers and distribution of information to existing and potential Sourcewell customers.</p> <p>5) DIVAC is currently involved with the NAVY, AF and other Government military contracts through a dedicated selling agent/partner.</p> <p>6) WE are very excited to have an opportunity to show Sourcewell our capability to manage and grow this contract volume. DIVAC sales had CAGR of +30% over the past years 2017~2019.</p> <p>7) We are very confident we can grow this business sharply over the next 3 years through execution of Market plan, Systems integrations, Strong routine communication and KPI driven resources.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Canada is no different than the US. all the same from Q27 applies. We have dealers throughout Canada and support personnel to support their sales and service activities. The major difference is in landed freight costs which we try to mitigate through direct container shipments through nearest port where possible.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have not identified any area's that cannot be supported. We have supporting dealers as far up into the Yukon, Nova Scotia and Newfoundland areas of NA. Currently North Dakota does not have representation. Additionally, we can partner with sister companies if required for sales & service support.	*
30	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>1) DIVAC can support all area sectors of the contract. Our presence is national with 2 distribution points east and west.</p> <p>2) There are no limitations with other government partners in either direct or indirect relational contracts.</p> <p>3) We have other supporting family business groups as well, that can provide support as needed.</p>	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>Both Hawaii and Alaska regions are supported by our dealer organization and coverage. Mainly freight cost impact would be main difference to these area's door to door or port to port. Our dealers are afforded the same dealer programs and support from DIVAC.</p> <p>We will serve all Sourcewell members and market segments throughout North America to include Alaska, Hawaii and all US Territories. Additional freight when using a freight forwarder will be added to account for the additional shipping charges either door to door and/or door to port depending on the customer's needs.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity.	There are many elements of activity that will be leveraged to grow the Sourcewell community opportunity.



Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.

1. Target Industry segmentation focus – leverage current databases and 3rd party databases.
2. Company resource training and awareness
  - a. Dedicated resource (newly hired; Conner Cameron)
  - b. DIVAC Corp. - marketing group, customer service, accounting, sales support
  - c. DIVAC Field staff – Regional business managers, Service managers, Parts mgrs.
  - d. Dealer Group webinars and training - 2 times monthly through 2021
  - e. DIVAC corp. and field resource site visits
  - f. KPIs for DIVAC RBM's and Sourcewell.gov rep
3. Dealer Training – 2types: a) Monthly Webinars – open and general knowledge; b) Focused and strategic with specific dealers in targeted markets and industry segments.
4. Leverage our Sales Force CRM to manage the targeted segment approach (dealer related) adding Sourcewell business.
5. Create effective and dedicated collateral market pieces targeting Sourcewell members, and other industry segment opportunity leveraging the Sourcewell Logos and contract.
6. Post Sourcewell logos on Doosan's retail operations - Doosan Material Handling Systems (DMHS) websites.
7. Created a Sourcewell Government (DOOSANLIFT/GOVERNMENT) landing page on websites for DIVAC (corp.) and DMHS (Retail). Additionally, we will strongly encourage all dealers to create a landing page for Sourcewell as well leveraging the brands. (see attached)
8. Pre-determined calendar schedule, maintaining a dedicated and defined monthly training and activity routine.
9. Leverage paid Google ads spend, electronic newsletters, email campaigns, boosted social media posts on Facebook, Twitter, LinkedIn, Instagram which is typical of what we use today to promote brand awareness and generate leads.
10. DIVAC will extend the use of the awarded Sourcewell contract to all members and non-members (to drive additional membership) to all sectors of the SLED (State, Local, and Education) market throughout North America.
11. Generate quarterly market promotion materials specific to Sourcewell member opportunity. These are revised quarterly for our dealer network and market retail programs.
12. Promote the Doosan Value proposition for TOC (total ownership cost) and Safety. This could include special product value propositions such as extended warranty options, Safety options, Finance options, promotion rebates, and product specific promotions we present to market from time to time.
13. Marketing materials will be created within the scope and guidelines provided by Sourcewell.
14. Refer below to Doosan You tube video URL's: Copy and paste URL into your browser

Doosan Industrial America Corp  
<https://www.youtube.com/watch?v=rVGNe3YIW90>

Doosan Credo Award 2019 Doosan America Corp.  
<https://www.doosanlift.com/blog/category/news/>

MLB Commercial  
<https://www.youtube.com/watch?v=oFjWv5CApuc>

Black Dog Salvage Partner  
[https://www.youtube.com/watch?v=q7UZ6-2O\\_Zw](https://www.youtube.com/watch?v=q7UZ6-2O_Zw)

Doosan Industrial Corp.  
<https://www.youtube.com/watch?v=M349SomAI9U>

Doosan Intelligent Forklift - Concept  
<https://www.youtube.com/watch?v=sMrb0oozJWg>

(DIVAC website)  
[https://www.doosanlift.com/?gclid=EAlalQobChMIq9Wzo5Hp6wIVerbICh0x8QwhEAMYASAAEgl6CfD\\_BwE](https://www.doosanlift.com/?gclid=EAlalQobChMIq9Wzo5Hp6wIVerbICh0x8QwhEAMYASAAEgl6CfD_BwE)

DIVAC Dealer Partnership  
<https://www.youtube.com/watch?v=b6c1DdrF0d4>

Doosan 9 series electrics  
[https://www.youtube.com/watch?v=zgoSWTR\\_sDQ](https://www.youtube.com/watch?v=zgoSWTR_sDQ)

Narrow Aisle Reach Truck  
<https://www.youtube.com/watch?v=OGB4fdTYMM8>

New Order Picker  
<https://www.youtube.com/watch?v=tjt4iKtwMLA>

B20T Three-wheel Electric  
<https://www.youtube.com/watch?v=XO9eWXbpabA>

		<p>Doosan Industrial America Corp Video  <a href="https://www.youtube.com/watch?v=M349SomAI9U">https://www.youtube.com/watch?v=M349SomAI9U</a></p> <p>Doosan Large Forklifts  <a href="https://www.youtube.com/watch?v=1raSqU8q98Q">https://www.youtube.com/watch?v=1raSqU8q98Q</a></p> <p>Doosan Industrial Vehicle America 2  <a href="https://www.youtube.com/watch?v=oN3fCSZVF-o">https://www.youtube.com/watch?v=oN3fCSZVF-o</a></p> <p>Zoom  <a href="https://www.zoominfo.com/c/doosan-industrial-vehicle-america-corporation/38324456">https://www.zoominfo.com/c/doosan-industrial-vehicle-america-corporation/38324456</a></p>	
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<ol style="list-style-type: none"> <li>1. DIVAC will continue to leverage all aspects of paid Google ads, electronic newsletters and email campaigns, and boosted social media posts (see examples) on platforms such as Facebook, Twitter, LinkedIn, Instagram which we use today to promote brand awareness and generate leads.</li> <li>2. Our Social Media resources will be focused on leveraging all platforms.</li> <li>3. Additionally, DIVAC will add a "SOURCEWELL RESOURCE" BUTTON to our DEALER INTRANET site providing a 24/7 resource platform for information related to this contract. <ol style="list-style-type: none"> <li>a. Sourcewell University</li> <li>b. Sourcewell get to know you.</li> <li>c. Other available informational &amp; training documents as developed.</li> </ol> </li> <li>4. Again, recently establish a Sourcewell Government (DOOSANLIFT/GOVERNMENT) landing page on websites for DIVAC (Doosan Industrial Vehicles America Corp.) and DMHS (Doosan Material Handling - Retail).</li> <li>5. DIVAC RBM's (regional business managers) and RSM's (regional service managers) will be fully trained and provided all resource documentation with training and handouts with review at dealer sites.</li> <li>6. Resources and documentation as well as Training content will be prepared for our LMS (learning management system 2021)</li> <li>7. Additionally, RBMs will be tasked with bringing awareness and focus within the DIVAC dealer group.</li> <li>8. DIVAC will leverage our customer database as well as 3rd party partners to define industry segmented opportunities to grow Sourcewell volumes.</li> <li>9. DIVAC will leverage its dealer base websites and social media activities to promote and grow within the Sourcewell community of opportunity.</li> <li>10. Lastly, DIVAC will host monthly online TRAINING WEBINARS for our dealer sales teams promoting the Sourcewell Opportunity.</li> <li>11. TELEMATICS- Available option on products <ol style="list-style-type: none"> <li>a. This option brings multiple positive attributes. <ol style="list-style-type: none"> <li>i. Truck impact sensing</li> <li>ii. Operating hours</li> <li>iii. GPS positioning</li> <li>iv. Dedicated operator cards</li> <li>v. OSHA mandated operator daily check list. Electronically stored for OSHA records.</li> </ol> </li> </ol> </li> <li>1. Eliminates daily checks paper collection daily.</li> <li>2. Truck will not operate until completed by operator one time in the day.</li> </ol>	*
34	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?	<ol style="list-style-type: none"> <li>1. Our expectations would be for Sourcewell to provide on-going training and support as needed and required for accessing the business opportunity.</li> <li>2. We would expect Sourcewell to continue to provide the pathway to the members, best practices, and a well-defined easy, procurement process for its members.</li> <li>3. To provide the direction and platforms that reduce or eliminate impediments to foster growth of relationships between Sourcewell Suppliers and its members.</li> <li>4. We are very confident with the current understanding Sourcewell business platform, Dedicated resource &amp; management support we can turn the opportunity into substantial future growth by strong communication with our dealer body bringing awareness and benefit to the platform.</li> <li>5. We have structured a simple quote system and pricing scheme that will make the process easy for the dealer sales teams. Our order processing system will have an identifier code for all Sourcewell orders that will make it easy for customer source identification and quarterly payment routines to Sourcewell.</li> <li>6. This activity will be a daily focus of our SW resource focusing on execution of the Market plan stated above.</li> <li>7. On-going Training sales support, business development,</li> <li>8. Leverage Sourcewell website and resource tools.</li> </ol>	*

35	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>1. DIVAC has an on-line ordering procurement system for its dealers use. Additionally, our dealer quoting/proposal system can build an order specification, create dedicated customer specific proposals documents that can be direct emailed.</p> <p>2. Additionally, once a proposal is approved, the dealer can turn that into an on-line e-order directly from the SRA quoting system.</p> <p>3. We have another government based selling agency that can leverage this platform directly for spec building, quoting and ordering as they grow in the program. They recently implemented the SRA quoting system. They however have not utilized the on-line ordering yet due to the complexity of the specification &amp; option detail from the military branches (NAVY, AIR FORCE etc.)</p> <p>4. As DIVAC builds the business opportunity with SW based members, we would strongly consider incorporating a newly developed order access portal for direct site entry from a Sourcewell member. This system integration can be expanded to other platforms for direct order processing.</p>
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**Table 8: Value-Added Attributes**

Line Item	Question	Response *
36	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>Doosan Products have some strong value-added features /components that others do not offer.</p> <p>Such as:</p> <p>1) 5 year /10,000 hr Brake Warranty at no added cost. no brake costs over the term! Typical life is 15,000 hours.</p> <p>2) DOOSAN Assurance Warranty with up to 3-year coverage at no additional cost. Power Plus Extended warranty coverage on the Powertrain is available for a cost.</p> <p>3) DOOSAN Total Care- maintenance programs that can fix the total operational costs of repair maintenance. The costs are based on product type, term and hours of use.</p> <p>4) Telematics system - for OSHA mandated Daily Operator Checklist compliance. Simplify and document the process. Additionally, monitor truck operation and impact monitoring.</p> <p><b>TECHNICAL SERVICE TRAINING - No Cost</b></p> <p>a) Doosan offers Technical Service training at its Buford GA site. – No charge</p> <p>b) Monthly scheduled sessions</p> <p>c) LMS (learning management system) system with varying training curriculum's</p> <p>d) These are open to customers with internal Maintenance resources</p> <p>e) OPTIONAL – Site Training with costs associated. Daily charge rate.</p> <p><b>OPERATOR TRAINING - Optional / cost\$</b></p> <p>a) This service is provided by our dealer network of trainers.</p> <p>b) This can be included/negotiated as a condition of the sale.</p> <p>c) Dealers set charge rates, typically \$150-250 per person.</p> <p><b>SALES TRAINING - Boot camps - No cost</b></p> <p>a) DIVAC offers Boot sales boot camps at it is Buford, GA HQ location. – No charge</p> <p>b) Webinars are held monthly for dealer training on products, Market programs,</p> <p><b>SOURCEWELL RELATED TRAINING</b></p> <p>a) DIVAC will establish dealer training curriculum leveraging the Sourcewell University and an</p> <p><b>TRAIN the TRAINER PROGRAM to be Developed in 2021</b></p> <p>a) We will establish the curriculum and the platform for roll out of this program to multiply the impact of the training at the dealer sales level.</p>

37	Describe any technological advances that your proposed products or services offer.	<ol style="list-style-type: none"> <li>1) OSS - Operator Safety Systems - Standard feature - Operator safety system. Mast Interlock System- when the operator gets off the seat or turns off the machine the hydraulic tilt lift and lowering system will deactivated automatically for safety.</li> <li>2) GSS - Guardian Stability System - Standard feature - Electrics; Active safety stability system. Next gen IC products are being developed with GSS currently.</li> <li>3) ECO – Eco mode setting for engine controls -reducing fuel consumption, carbon footprint by up to 15%</li> <li>4) AFM - Air Filter Monitoring system - standard feature - most all IC (Internal Combustion engine power) products. Reduces filter servicing.</li> <li>5) TELEMATICS- Available on products - option <ol style="list-style-type: none"> <li>1. This option brings multiple positive attributes. <ol style="list-style-type: none"> <li>a) Truck impact sensing</li> <li>b) Operating hours</li> <li>c) GPS positioning</li> <li>d) Dedicated operator cards</li> <li>e) Maintenance notifications</li> <li>f) OSHA mandated operator daily check list. Electronically gathered &amp; stored for OSHA records.</li> <li>i. Eliminates daily checks paper collection daily.</li> <li>ii. Truck will not operate until completed by operator one time in the day.</li> </ol> </li> </ol> </li> <li>6) Coming in future – AI – algorithm engine controls – reducing fuel consumption and carbon footprint emissions.</li> </ol>	*
38	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.	<ol style="list-style-type: none"> <li>1) We are in Tier 4 EPA compliance with our product offerings.</li> <li>2) We have grown our (green) Electric products line-up by 75% in the past 3 years. Including new CL1 Stand up, walkie riders, High lift Order pickers, Reach Trucks, other utility line equipment powered by Li battery.</li> <li>3) Additionally, we have expanded power battery options such as Li, Fuel Cell and conventional lead acid batteries</li> <li>4) Increased service intervals on all new IC products, reducing waste oils and needless services that impact environments.</li> <li>5) Our offices are green with no foam or paper cups, all employees issued personal items.</li> <li>6) Our building was built under LEED compliance with LED lights, auto shut off warehouse and office lights without movement etc.</li> </ol>	*
39	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.	<ol style="list-style-type: none"> <li>1) Doosan offers many electric products at/or near ZERO emission levels. Offering Li, fuel Cell and conventional battery power.</li> <li>2) UL – E, ES, EE, LP, LPS, D, DS;</li> <li>3) CE;</li> <li>4) ISO;</li> <li>5) ANSI.B56.1 / ITSDF</li> <li>6) Some IC type products have ECO switch to conserve fuel consumption and reduce Carbon footprint by up to 15%.</li> </ol>	*
40	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.	<ol style="list-style-type: none"> <li>1) We have minority and women owned independent dealer businesses in our dealer network.</li> <li>2) DIVAC does not hold any such certs.</li> </ol>	*

41	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>We have factory and dealer stock in excess of 1,000 units for quick and on time delivery. We offer extended warranties that are unmatched in the marketplace at competitive pricing. Our Oil Cooled Disk Brakes are a standard feature on all counterbalance forklifts that offer a 5-year 10,000 warranty.</p> <p>Doosan Products have strong value-added features /components that bring tangible TOC reductions, others do not offer. Such as:</p> <ol style="list-style-type: none"> <li>1) 5 year /10,000 hr Brake Warranty at no added cost. no brake costs over the term! Typical life is 15,000 hours. NO BRAKE REPAIR COST of the ownership term! This is TOC tangible savings</li> <li>2) DOOSAN Assurance Warranty with up to 3-year coverage at no additional cost to Sourcwell members.</li> <li>3) Power Plus Extended warranty coverage on the Powertrain is available for a cost.</li> <li>4) DOOSAN Total Care- maintenance programs that can fix the total operational costs of repair maintenance. The costs are based on product type, term and hours of use.</li> <li>5) Carriage to Counterweight warranty 5 year / 10,000 hours</li> <li>6) Extended Service Intervals – Extends term between PM services.</li> <li>7) Taper roller bearing Steer axles.</li> <li>6) Telematics system - for OSHA mandated Daily Operator Checklist compliance. Simplify and document the process electronically. Additionally, monitor truck location and impact monitoring included.</li> <li>8) Ergonomic pedals –</li> <li>9) LED lighting standard</li> <li>10) HD Cast iron Steer axle with massive Taper roller bearings</li> <li>11) Safety grab Handle with horn button for reverse driving</li> <li>12) Uptime – easy access to maintenance &amp; in some later models extended service Intervals which reduce maintenance requirements.</li> <li>13 Large visible Instrument panel</li> <li>14) Advanced 2 segment cooling system for high heat balance cooling</li> <li>15) Zeus Cabin, with ergonomic operator area.</li> <li>16) Ergonomic Fingertip controls - option</li> <li>17) Blue operator Safety lights available. option</li> <li>18) Auto-shift Transmission, reversal capable</li> </ol>
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**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Machines are covered for parts, labor and travel costs. Spare Parts are covered for part cost, (no labor)
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We have conditions related to abuse, misuse and environmental conditions. Lack of Maintenance related issues. We are very liberal comparing to many other OEMs. DIVAC wants to do the right thing most every time.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	We cover a flat 1.5 hours of travel per warranty occurrence as a standard. In special circumstances we will consider beyond the normal scope.
45	Are there any geographic regions of the United States (and Canada, if 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?	We have 90 dealers covering most every servicing locations. Additionally, in case we may not, we will leverage our Bobcat sister company dealers if needed.
46	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?	Typically they are passed on to, for example: an attachment manufacturers product. We have supported scenarios in the past though if we feel it is needed.
47	What are your proposed exchange and return programs and policies?	We are will consider it case by case. Our return rate is less than 0.00083%. It is rare.
48	Describe any service contract options for the items included in your proposal.	Maintenance Plans & Service DIVAC offers extensive Maintenance Plans performed by our Dealer Network of 90+ dealerships across the U.S. and Canada, with service 200 locations, which shall be employed to provide consistent and high quality of service and Maintenance across all your end users and customers, at competitive rates and materials cost. DOOSAN CARE 1) DOOSAN T&M CARE - Time & material only - excludes all warranty coverage 2) DOOSAN SELECT CARE - PM (Planned Maintenance) only a. Recommended scheduled maintenance b. Fixed Cost structure + parts 3) DOOSAN DEDICATED CARE- FM (Full Maintenance) Complete Maintenance a. Perform all Scheduled Maintenance b. Perform Breakdown & Overhaul Repairs c. Typical Exceptions – Tires, forks, torn seats, transport charges, rental charges (unless otherwise agreed), abuse incurred, Safety lights and equipment, Bulbs, Fuses, Abuse, lack of daily maintenance and other non-covered items per FM agreement document.

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

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 45 Days.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	We offer both (FPO) full payout leases and (FMV) fair market value leases from 36 months to 84 months. We can use DFS (Doosan Financial Service - PNC), NCL Government Capital or other financial partners.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Both dealer sales and corporate sales will be registered in corporate office as Sourcewell Contract with a SAP system code. Dealer stock and new orders will follow the same process. All are labeled at order entry and are coded and logged each time. All units are warranty registered in our machine history system. We have established a customer code and a monthly reporting process. This is checked against the Order log kept by Customer service/order entry for comparison and accuracy. We double check the system against manual log monthly as a confirmation. Then the Quarterly report is reviewed in the same manner within 3 working days post Quarter end. The Sourcewell quarterly administrative fee report is submitted to Accounting for Payment. And payment is processed.	*
52	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?	The cost for using the P-card will be added to the invoice. The Sourcewell pricing is extremely aggressive and costs with this payment method will be added if used.	*

**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 *
53	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.	Standard pricing is based on a most common specification for each forklift model. These prices have the Standard discount plus an additional Sourcewell discount. Options are based on a discount of -53% or a -30% discount dependent of the specific model.
54	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.	Most Models are at a 53% discount and then an additional Sourcewell discount. Pallet jacks and Stackers have a 30% discount plus additional discount. All options are based on a -53% or a -30% discount.
55	Describe any quantity or volume discounts or rebate programs that you offer.	1% discount will be subtracted off costs of the Standard pricing of quantities of (5) units or more ordered on the PO & same date.
56	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.	Batteries and Chargers are quoted at net landed cost without discount. Fixed Freight rates on the quotes are for capacities for 3,000 lbs. to 12,000 lbs. and are on units delivered to the continental USA. Alaska, Hawaii and Canada requires the customer to contact DIVAC for rates to these locations. Forklift capacities above 12,000 lbs. require a call to DIVAC and are based on specifications and final destination.
57	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.	Electric Forklift that have a separate charger will require an electrician to hard wire the charger for power. this cost is the responsibility of the purchaser.
58	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 costs are on the first page of our pricing model up to 12,000 lbs. Capacities above 12,000 lbs. will have costs on a case by case dependent of ship to location and specifications. All forklifts with final destinations to Alaska, Canada and Hawaii need to have a rate determined at time of order.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All freight rates shipping to Alaska, Hawaii, Canada or any offshore locations are based on a case by case costs. this is determined by capacity specs and location. Please contact Doosan at time of quote for a accurate freight rate. Most times these would become factory orders with direct shipment to save freight costs. Or they would be brought into our west cost facility for turn around shipment to Hawaii for example.Or drop them into SEA-TAC for Alaska shipments. Again to save cost freight costs.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Doosan has (2) distribution centers in the US. The locations are in Los Angeles CA. and Buford GA. With some capacities above 12,000 lbs. we may have freight rates the are thru the closest port of entry to reduce the freight exposure to the end user. We also offer port to final destination delivered.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Due to potential volumes pricing is more aggressive with extended terms.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	DIVAC IT will implement an SAP Monthly batch process that utilizes a specific sales code (SOURCEWELL) that will easily identify all SOURCEWELL related orders that were processed in the the month. Additionally, DIVAC IT group will create a report that tracks all orders via month end/quarter end report. Additionally, our new dedicated SW resource (Conner Cameron) will be keep a daily log as a double check since each order will pass through him. From the automated quarterly end report, The first working day of each new quarter term, the report will be auto emailed to the NA resource to double check vs the log. once verification is completed. Then a payment request will be submitted to the DIVAC accounting department within 5 working days from quarter end term. DIVAC accounting department will issue payment via wire transfer.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	DIVAC will pay a 2.0% admin fee on net invoice before Freight and/or any related handling fees.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Doosan offers a full line of IC and Electric product offerings to our customers. From CL1 electrics through CL5 IC pneumatic products with capacities ranging from 3,000 lb through 55,000 lb at 48" load centers. Other products and services available are: 1. Telematics Systems 2. Battery / charger tracking systems 3. Fleet management services 4. Fuel Cell powered electrics 5. Lithium ion powered electrics 6. Site Surveys 7. New future products AGV, AGF products 8. Future features- AI based interactive inputs and algorithms.  Other Available Options - Service PM, FM, Telematics, battery monitoring systems, Doosan PROCare FLEX Plans – Standardized, regionally structured programs to provide dedicated & specific Doosan support services. You determine your need and comfort zone, From T&M to Worry free fixed cost maintenance 1) Doosan Planned Care – Planned Maintenance 2) Doosan Dedicated Care – Full Maintenance coverage 3) Doosan FLEET Care – Fleet Management – available 2021 4) Doosan CONNECT- Site Telematics Solutions 5) Battery CONNECT- Smart Battery Solutions for Electric Lift Trucks
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	CL1 - Both cushion tire and pneumatic tire models. Including 3 wheel, 4 wheel sit-down riders. Additionally, we offer Stand-up type counter balanced units for warehouse type applications as well. DIVAC covers 95% of the market need. CL2 - We offer both panagraph reach trucks and high level order pickers in lift heights exceeding 300". CL3 - Doosan offers Walkie, walkie riders up to 8,000lb, including double pallet handlers. Additionally we offer stackers, reach stackers, center control units, etc. CL4 - We offer a full line of cushion warehouse type products from 3,000 lb to 12,000 lb, including compact Box Car types. CL5- Doosan offers a comprehensive line of CL5 products to fit most every need. 3,000 lb up through 55,000 lb 48" load center trucks.

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both stand up and sit down 3 and 4 wheel configuration. Electric Pneumatics	*
67	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Reach Trucks and Order Pickers	*
68	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Walkie Rider Pallet Jacks, Walkie Pallet Jacks, and stackers	*
69	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	LPG- 3,000 lbs. to 12,000 lbs.	*
70	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Pneumatic LPG, Dual Fuel and Diesel Forklifts are available	*
71	Class VI: Electric and Internal; Combustion Engine Tractors	<input type="radio"/> Yes <input checked="" type="radio"/> No	not available	*
72	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	not available	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
73	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.	Admittedly, DIVAC did not managing this opportunity properly in past. We currently understand the business need and added a new dedicated resource to it. Conner Cameron will be fully focused on communication and growth of the opportunity. We have had several meeting with our BOBCAT group about the success and growth metrics of the program. We will set growth goals for: 1. Dealer engagement (resource KPI) # new dealers 2. Region unit sales (RBM KPI) unit sales growth 300% year 1, 50% year 2 and 30% year 3. 3. Sales \$ revenue growth (resource KPI) 4. Marketing routine adoption (marketing mgr KPI)
74	Describe the average operating cost per hour of an electric truck operating inside a warehouse.	Average operating costs on an electric forklift due to application capacity and hours run per year. As the forklift gets older the cost will go up . We have experienced costs as low as \$0.48 cents per hour run on forklifts 1-2 years old. We have also performed full maintenance on fleets at \$1.00 per run hour based on 1,500 hours annually, with a 5 year contract. Battery care is very critical to keep the total cost of ownership low on electrics.
75	Describe the average operating cost per hour of a combustion engine truck operating in an outdoor yard setting.	-A typical 5,000 lb outdoor truck will run about \$1.18 - \$1.38 per hour in normal operations. There are many factors that impact this cost. -DOOSAN offers Wet Disc Brakes as a standard, even on small chassis units, uncommon in the industry. -This allows DOOSAN the confidence to provide a FULL 5 year/ 10,000 hour warranty with full parts and labor coverage! -This reduces TOC (total ownership costs) by nearly \$1850 (\$0.21 per hour) over a 5 year ownership term for typical brake shoe replacement & repairs. -DOOSAN HD Taper roller bearing steer-axles are some of the best in the industry. Most utilize thin needle bearings that just do not hold up as well. The savings for damaged steer axle frames due to failure can be as much as \$2100 to repair the axle frame if the bearings fail. -Additionally, DOOSAN focuses on term maintenance. Such as extending oil change interval there by reducing expenses for Preventive Maintenance.
76	Describe any manufacturing processes or materials utilized that contribute to overall durability, driver safety, etc. that differentiate your offerings.	1. Manufacturing - Doosan incorporates a SMART Manufacturing system. It is a real-time production line process related, check points and current line status based on scanner input along the process. 2. Our product safety is enhanced by following stringent Doosan design standards. An example would be Tilt over angle for stability. The Standard ANSI standard is 3.5%. The Doosan min. standard is 6.1%. 3. Doosan Products are equipped with: a) OSS - Operator Safety System - This locks out use of travel or hydraulics if the operator is not in the operator seat. b) GSS - Guardian Stability System - This is an ACTIVE stability system that reduces truck speed during turns and/or higher level mast positions that may impact stability. This is controlled by sensors that monitor truck speed, turning angles and mast heights and a computer works with the motor controller to take corrective action. 4 Additional features - on the heart of line 5,000 lb products we use a full 8.15" x 15.0" tire that provides a more stable platform and reduced tire wear.
77	Describe any differentiating serviceability attributes (remote diagnostics, parts fill rate, etc.) your proposal offers.	DOOSAN focuses on the service ability of products to reduce the repair times, reduce labor costs and maximize term maintenance periods. -We focus on oil change intervals at 500 hours instead of the normal 250 hours. This reduces routine maintenance costs and down time for servicing. -Doosan uses air filter restriction monitors as std on it's IC products. This eliminate premature filter cleaning or replacement cost. Additionally all our trucks are fitted with dual element air filter housings provided an added layer of protection. -Engine monitoring system for engine shut down in the event of over temp. -All Doosan products utilize easy connect dongles with laptop for diagnostics. -DOOSAN Spare Parts fill rates are some of the highest in the industry at nearly 98% first pass line item fill.

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell 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 Sourcewell 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 Sourcewell 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 Sourcewell.
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."

- [Financial Strength and Stability](#) - DOOSAN ANNUAL REPORT 2018.zip - Tuesday September 15, 2020 10:49:05
- [Marketing Plan/Samples](#) - TABLE 7 MARKETING.zip - Tuesday September 15, 2020 11:01:54
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.zip - Thursday September 10, 2020 15:09:38
- [Pricing](#) - Pricing.xlsx - Friday September 11, 2020 15:38:53
- [Additional Document](#) - Brochures and Spec Sheets.zip - Thursday September 10, 2020 14:59:09

## Proposer's Affidavit

### **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 Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell 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:
  - a. 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>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. 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. - Dan Besson, National Account Sales, Doosan Industrial Vehicle America Corp.

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_4_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Tue September 8 2020 04:06 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Tue August 25 2020 01:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Mon August 10 2020 03:11 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services</b> Thu August 6 2020 08:15 AM	<input checked="" type="checkbox"/>	--