



ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VIRGINIA 22201

RIDER AGREEMENT COVERPAGE

TO: CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY 250 EAST BEATON DR. PO BOX 6000 WEST FARGO, ND 58078	DATE ISSUED: 4/1/2024 CONTRACT NO: 24-DPR-R-596 CONTRACT TITLE: BOBCAT DOOSAN CLARK EQUIPMENT
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THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 24-DPR-R-596 including any attachments or amendments thereto.

EFFECTIVE DATE: 4/1/2024
EXPIRES: 04/17/2025
RENEWALS: TWO (2) ONE (1) YEAR RENEWALS REMAIN.
LIVING WAGE: N

ATTACHMENTS:
AGREEMENT No. 24-DPR-R-596
EXHIBIT A – SOURCEWELL, CONTRACT NO. RFP #020223

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> RANDY FUSS	<u>VENDOR TEL. NO.:</u> (701) 241-8746
<u>EMAIL ADDRESS:</u> RANDY.FUSS@DOOSAN.COM	
<u>COUNTY CONTACT:</u> RICHARD HOLLEY (DPR)	<u>COUNTY TEL. NO.:</u> (703) 228-7841
<u>COUNTY CONTACT EMAIL:</u> RHOLLEY@ARLINGTONVA.US	

PURCHASING DIVISION AUTHORIZATION

Name: Antonino Mautino **Title:** Buyer **Date:** 4/1/2024



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

RIDER AGREEMENT NO. 24-DPR-R-596

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between **Clark Equipment Company dba Bobcat Company** ("Contractor"), a North Dakota company with a place of business at 250 East Beaton Dr. PO Box 6000, West Fargo, ND 58078, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A: Sourcewell, Contract No. RFP #020223, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Clark Equipment Company dba Bobcat Company and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Clark Equipment Company dba Bobcat Company. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County," and shall be completed no later than April 17, 2025 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if Clark Equipment Company dba Bobcat Company renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) additional twelve (12) month period from April 18, 2025 until April 17, 2027 ("Subsequent Contract Term"). However, if Clark Equipment Company dba Bobcat Company does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date, unless it is cancelled sooner.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to provide Medium Duty and Compact Construction Equipment with Related Attachments.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first.

If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

9. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Randy Fuss, Director of Government Accounts
Clark Equipment Company dba Bobcat Company
250 East Beaton Drive
West Fargo, North Dakota 58078
Phone: (701) 241-8746
Email: randy.fuss@doosan.com

TO THE COUNTY:

Richard Holley, Project Officer
Arlington County, VA
2700 S Taylor Street
Arlington VA 22206
Phone: (703) 228-7841
Email: rholley@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

10. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

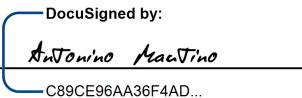
11. COUNTERPARTS

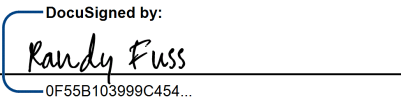
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY

SIGNATURE: 
C89CE96AA36F4AD...

SIGNATURE: 
0F55B103999C454...

NAME: Antonino Mautino

NAME: Randy L. Fuss

TITLE: BUYER

TITLE: Director, Government Accounts

DATE: 4/26/2024

DATE: 4/11/2024



Solicitation Number: RFP #020223

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

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

Sourcewell

Clark Equipment Company dba Bobcat Company

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

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

Approved:

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

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

Vendor Details

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

Submission Details

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

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

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

Table 3: Industry Recognition & Marketplace Success

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

in the past five years

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

2019

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

2020

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

2021

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

2022

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

More information can be found on our website

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

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *

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

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

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Bobcat Company intends to market the contract through several mediums throughout North America. The following illustrates a snap shot of our marketing strategy:</p> <ul style="list-style-type: none"> a) Primarily through information dissemination to internal, field staff, and dealer network on the value proposition of Sourcewell and cooperative purchasing, trainings, and promotions to all strategic SLED markets directly for government buyer visibility. b) Committed marketing staff and budget for national marketing material creation and national promotional strategies using the Bobcat® Branding guidelines alongside the Sourcewell brand. c) Marketing material and literature that is current/up to date with current product and promotional offerings to include Sourcewell logos and contract numbers. (See attached samples) d) Marketing Tactics; Print Media, Digital Media, Online Display Ads, E-Blasts, E-newsletter, and social media (see attached samples) e) Maintain a strong Bobcat presence at virtual and in-person tradeshows and association events such as NRPA, Park and Recreation Summit, APWA PWX, NaCO, NRECA, NY Gov Buy, NIGP, National League of Cities, CAPPO, FAPPO, NCPP, Canoe Procurement Group, Canadian Provincial Trade Associations, CPPC, and Sourcewell H2O etc. f) Bobcat Dealer Net for dealers to access government sales tools such as the Sourcewell Contract explanation of benefits, product offering, and who to contact with quoting or ordering questions. (see attached samples). g) Training Plan: Field Staff, Dealers and Distributors, Bobcat® Bootcamp for new dealer sales representatives, Bobcat® District, Regional, and National Dealer Meetings, Bobcat® Field Sales and Marketing Meeting, RPM Attachment Schools and training. h) Speaking engagements and Demonstrations: (most recent NCPP, Park & Recreation Summit, NRECA, Canada Room 2 Grow, CAPPO and APWA PWX) i) Thought Leadership Articles for publications and social media. j) Continued Bobcat® Dealer Network Expansion and Product Offering Expansion k) Utilization of Brand Ambassadors (see https://www.bobcat.com/company-info/news-media/press-releases) <p>Visit: www.bobcat.com/government and https://www.bobcat.com/secure/forms/contact-government-sales</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Bobcat Company, its marketing staff, government sales staff, dealers and individual contributors will continue to incorporate social media to include LinkedIn, Facebook, Instagram, TikTok, Snapchat, and Twitter into the overall marketing strategy to enhance the Bobcat® brand presence, market awareness, and announce effective sales tools or programs for our customers to purchase quickly, efficiently, and at a great value. Furthermore, in the aforementioned contract marketing strategy section we will utilize Digital Media, Online Display Ads, E- Blasts, E-newsletters and other digital advances to deliver our message alongside that of Sourcewell and its members. (See attached samples)</p>

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

Table 8: Value-Added Attributes

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

troubleshoot issues, schedule service or improve security.

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

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

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

Bobcat Operator Vision Technology:

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

Bobcat Features On Demand:

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

Depth Check System:

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

Precision Grading Technologies:

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

Touch Display:

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

Rear Camera:

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

Comfort Features:

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

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

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

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

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

Easy to Maintain:

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

Built To Last:

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

Precision In Every Detail:

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

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

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

Attachments and Implements:

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

Bobcat Utility Vehicles Heavy Duty Clutch:

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

Tough Chassis and Suspension:

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

Increased Tow Rating:

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

Fast and Easy Maintenance:

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

New Cab System:

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

Bobcat® Toolcat UW56 Utility Work Machine:

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

Bobcat® Toolcat UW53 Utility Work Machine:

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

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

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

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

Minimal Ground Disturbance and Tight Turning Radius:

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

Telescopic Lift Arm:

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

Efficient Cooling:

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

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

High Tractive Effort:

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

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

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

Attachment Versatility:

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

Safety Features:

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

Ride-On/Walk-Behind Convenience:

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

Ride Comfort:

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

Minimal Ground Disturbance:

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

Improved Serviceability:

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

Simple Operation:

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

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

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

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

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

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

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

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

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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



RFP #020223
REQUEST FOR PROPOSALS
for
Medium Duty and Compact Construction Equipment with Related Attachments

Proposal Due Date: February 2, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 6, 2022
Pre-proposal Conference:	January 4, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	February 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 2, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Medium Duty and Compact Construction Equipment with Related Attachments, including, but not to limited to, the following types of medium and compact construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Skid steers;
- c. Mini excavators;
- d. Telehandlers; and
- e. Soil compaction and site preparation equipment.

Proposers may include related equipment, accessories, attachments, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Medium Duty and Compact Construction Equipment with Related Attachments. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
- b. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)
- c. Equipment Rental with Related Services (RFP #062320)
- d. Forklifts and Lift Trucks with Related Services (RFP #091520)
- e. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121)
- f. Road Right-of-Way Maintenance Equipment (RFP #070821)
- g. Roadway Maintenance Equipment (RFP #080521)
- h. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021)
- i. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221)
- j. Public Utility Equipment with Related Accessories and Supplies (RFP #110421)

- k. Roadway Paving Equipment (RFP #060122)
- l. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- m. Trailers with Related Equipment, Accessories, and Services (RFP #092922)
- n. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723)
- o. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcwell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcwell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal

requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/12/2022

Addendum No. 1

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

On page 16 of the template contract, Section 21. J., there is a Buy American Provisions Compliance section. "To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act."

Does this mean a product manufactured outside the US does not comply?

Answer 1:

Sourcewell contract template Section 21. – Provisions for Non-United States Federal Entity Procurement Under United States Federal Awards or Other Awards, only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds. The Buy American Provisions Compliance subsection requires compliance to the extent applicable.

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/12/2022, is required at the time of proposal submittal.



12/27/2022

Addendum No. 2

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the Pre-Proposal Conference be recorded for viewing later if I am unable to watch it live?

Answer 1:

Sourcewell will provide the Pre-Proposal Conference presentation slides in PDF format to all registered plan takers after the event is complete. In addition, Sourcewell is planning to record the Pre-Proposal Conference. Assuming no technical difficulties in the process, Sourcewell will provide a link to the recording to all registered plan takers after the event.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/27/2022, is required at the time of proposal submittal.



1/3/2023

Addendum No. 3

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. o. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

o. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 1/3/2023, is required at the time of proposal submittal.



01/24/2023

Addendum No. 4

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a manufacturer allow dealers to sell to Sourcewell members.

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is it the manufacturer’s responsibility to provide sales activity or will each dealer report this information to Sourcewell?

Answer 2:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract.

Question 3:

How do you determine the fee that is paid to Sourcewell?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 01/24/2023, is required at the time of proposal submittal.



The New York State Contract Reporter

This document printed
Tuesday, 12/06/2022

*NYS' official source of contracting opportunities
Bringing business and government together*

Contracting Opportunity

Title: Medium Duty and Compact Construction Equipment with Related Attachments

Agency: Sourcewell

Division: Procurement Department

Contract Number: 020223

Contract Term: 4 years, with potential 1 year extension

Date of Issue: 12/06/2022

Due Date/Time: 02/02/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Chris Robinson

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Clark Equipment Company dba Bobcat Company

Gradall Industries, Inc.

Hyundai Construction Equipment Americas, Inc.

JCB, Inc.

Kubota Tractor Corporation

Wacker Neuson

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED
MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS
Sourcewell; Bid Location Staples, MN, Todd County; Due 02/02/2023 at 04:30 PM

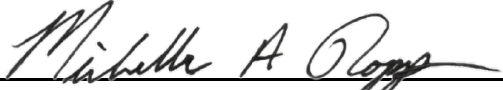
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

12/7/2022

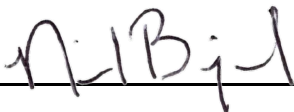
State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 7th DAY OF **December, 2022**

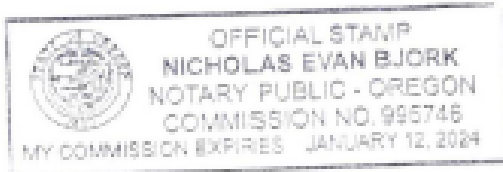
SEE EXHIBIT A



Michelle Ropp



Notary Public-State of Oregon



Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 12178468
Client Reference No:

EXHIBIT A

**SOURCEWELL
MEDIUM DUTY AND COMPACT
CONSTRUCTION EQUIPMENT WITH
RELATED ATTACHMENTS
Proposals due 4:30 pm,
February 2, 2023
REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Dec. 7, 2022. 12178468

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION


Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479


STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

12/06/2022, 12/13/2022

and that the fees charged are legal.
Sworn to and subscribed before on 12/13/2022



Legal Clerk


Notary, State of WI, County of Brown
8.25.20

My commission expires
Publication Cost: \$43.70
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Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Medium Duty and Compact Construction Equipment with Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
December 6,13,2022
8142504

MARIAH VERHAGEN
Notary Public
State of Wisconsin



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Columbus Ledger-Enquirer
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AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Medium Duty and Compact Construction Equipment with Related Attachments** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0100548
Dec 6 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
12/06/22

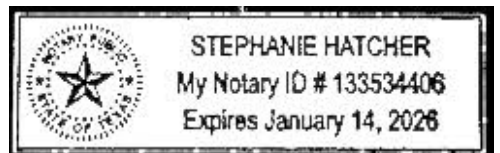
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 6th day of December in the year of 2022

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

Deion tells the truth in 1st meeting



Dan Wolken
Columnist
USA TODAY

Deion Sanders stood in front of his Colorado football team for the first time on Sunday and delivered a 7-minute sermon in a way that only he can, a speech that referenced Louis Vuitton luggage, his prominence on ESPN and a theme he repeated over and over again: "I'm comin'."

Because it's Coach Prime, and because it was videotaped and tweeted out for all the world to see, it has drawn a spectrum of praise and criticism for how directly he told a room full of young men that many of them would not be there next year.

"I'm coming to restore, to replace and re-energize," Sanders said in his speech. "Some of y'all are salvageable. I'm not going to lie, everybody that sit their butt in a seat ain't gonna have a seat when we get back. But I'm coming. I started and we gonna go dominate and we're going to work."

The messenger might have been atypical, but the message isn't much different from what most new coaches deliver when they take over 1-11 teams, much less at a program that has posted 15 losing records in the past 17 seasons.

Prime wasn't hired for a slow and steady rebuild; he wants to win now. Welcome to college football in 2022.

For all the unique aspects Sanders brings to the job, his riff on players entering the transfer portal if they weren't good enough to make the cut was perhaps the most he's ever sounded like every other college football coach.

Whatever coaching or chemistry issues caused Colorado to win just one game this season, Sanders knows why

he was hired: To bring in a lot of talent to a program that didn't have much of it. There's nothing wrong with the players knowing it, too.

Is it one of the more unsavory aspects of college sports? Perhaps.

Does it comport with the idealized academic mission college presidents and administrators like to brag about when they tout the virtues of amateur athletics? Absolutely not.

But is it the reality of trying to turn around a perennial loser? You bet.

"We've got a few positions already taken care of because I'm bringing my luggage with me and it's Louis (Vuitton)," Sanders told the players. "I'm coming. It ain't gonna be no more of the mess that these wonderful fans, the student body and some of your parents have put up with for probably two decades now. I'm coming. And when I get here, it's going to change. So I want you all to get ready. Go ahead and jump in that portal and do whatever you're going to do, because the more of you jump in, the more room you make."

Not only was it a message to the players currently at Colorado, it was an invitation to the hundreds of players all over the country who entered the transfer portal Monday.

The Buffaloes are now open for business, and aside from a few positions where he's already got big-time players coming with him from Jackson State, like his son Shedeur Sanders and cornerback Travis Hunter (i.e., the Louis Vuitton luggage), dozens of roster spots are up for grabs. If there's not room, Colorado will make room – if you're a difference-maker.

It may be jarring for people to hear a coach so blatantly tell a group of college athletes that they should probably start looking at their options, but that's how college sports has worked for a long, long time. For decades, new coaches



Deion Sanders was introduced as the new Colorado football coach on Sunday. RON CHENOY/USA TODAY SPORTS

have come into losing situations and tried to determine who can play and who can't, who are the malcontents and who are good teammates, who can help you win and who should never have been there in the first place.

That's what coaches mean when they talk about "changing the culture." The difference now is that can happen almost overnight.

Buffaloes better brace themselves

Used to be that turning over a roster of players took years of recruiting and slowly building up a talent base that would start to bear fruit by the time they were juniors and seniors. Bringing in transfers could help, but coaches couldn't rely on them too heavily because they had to sit out for a year under the old NCAA rules. And because of certain standards like the Academic Progress Rate, you could risk future scholarship losses or even postseason bans if you pushed too many players out the door.

But since the COVID-19 pandemic, pretty much everything has changed in college sports. Players can jump from one school to another without much friction. The potential for players to earn

money through name, image and likeness deals means the non-traditional schools at least have a chance to compete for talent with the blue bloods. And because the transfer portal works both ways, coaches won't be criticized nearly as much for encouraging players to find another home.

Whether you like this new world or not, that's the game these days. And Coach Prime is more than equipped to play it.

Though it would be far too ambitious to predict that Colorado will go from laughingstock to contender in just one year, odds are that Sanders will be able to do enough work on the roster to at least make the Buffaloes competitive right away. And yes, part of that will be telling some players who simply aren't Pac-12 level athletes that they'd be better off at a lower level.

"I love everything about this institution – the academic prevalence, no crime, beautiful city, beautiful state," Sanders told the team. "We've never had nothing (like this facility) to work out in. Our (Jackson State) kids would go absolute crazy to be in the situation you are in. But you don't respect it. I'm coming. You don't want it. I'm coming. Some of y'all don't even think you deserve it. I'm coming. And usually when God sends me to a place, he sends me to be a conduit of change."

Indeed, he's coming. And Colorado is in for a big, big change. The way he'll do it may be uncomfortable for some to hear, but Sanders will rarely be more honest and direct than he was in that meeting.

A whole lot of players who wore Colorado uniforms last season will be elsewhere next fall; their scholarships filled by people who are bigger and faster and more talented. But that doesn't make Sanders a bad guy. It just makes him a college football coach in 2022.

First Colorado team meeting a tense reality show

Brent Schrottenboer

USA TODAY

BOULDER, Colo. – New Colorado head football coach Deion Sanders met his new players for the first time Sunday and told them exactly what he would do to them.

It wasn't nice. He said that some of them would be replaced. He told them they should get ready to find new teams and take the transfer portal out of town.

He also said he would try to make them quit.

And he did it all on camera, with a video of it posted on YouTube later via his son Deion Jr.

"Those of you that we don't run off, we're going to try to make you quit," Sanders told his new team. "That's what our season is going to look like. I want ones that don't want to quit, that want to be here, who want to work, who want to win. ... I don't want to get in the game and then find out I've got Jane, when all offseason I had Tarzan."

Colorado, a former national powerhouse, has had only two winning seasons since 2005 and finished 1-11 in 2022. But here is Sanders, the newly hired celebrity coach, vowing to overhaul the program to change that – all while turning it into a reality TV show of sorts to be shared online.

At one point in the team meeting Sunday, Sanders laid down team rules – no earrings, hats or hoodies in meetings. At another point, he told the Buffaloes that there "ain't gonna be no more of the mess that these wonderful (Colorado) fans, the student body and some of your parents have put up with for probably two decades now."

"I'm coming," Sanders told them. "And when I get here, it's gonna be change. So I want you all to get ready to go ahead and jump in that (transfer) portal and do what whatever you're gonna get."

It's a formula he's revealed after just one day on the job – combining cameras, social media and an old-school coaching style for the new name-image-and-likeness era of college football (NIL).

After all, his nickname isn't "Prime Time" for nothing. Under the production of his son, cameras follow around Sanders and others, capturing meetings and moments to be posted and spread on social media, for better or worse.

The goal is simple – to increase exposure for the program, attract top recruits and boost the fame of his players, helping them increase opportunities to earn money from their NILs, which was allowed for the first time last year in the NCAA.

"We know how to do social media," Sanders told his team.

Sanders then turned to his son with the camera and asked him the best way to increase their followings.

"Just post," said his son, also known as Bucky. "You've just got to post. ... You've got all eyes on you right now. ... Everybody want to know what y'all about to do, who y'all are, what everything is."

As the man with the camera and social media skills, Bucky Sanders also told the team what his job would be in the meantime.

"I'm going to make y'all the most famous people walking this planet," he said. "But you've got to win."

Sanders the coach explained it in his introductory news conference Sunday at Colorado.

"I want you to get ready to start seeing cameras because we film documentaries," he said.

It's a carryover from his tenure at Jackson State in Mississippi, where his team went 12-0 this season and will be part of a docuseries on Sanders that will premier later this month on Amazon Prime. Some of the show will show his arrival at Colorado.

"The kids, they want exposure," Sanders said. "They want to be on television. They want the lights and the action, but they got to understand, the same thing that caused you to shine will show your blemishes as well. So we're going to give them that. We're going to give them the followers. We're going to give them the attention. We're going to give them the support, and we need each and every one of you, because the caliber of players that we're getting ready to bring to you, they gonna want something. But guess what, I'm going to want something back. I'm not crazy about the NILs, but I understand the NILs. ... I'd rather our kids be focused on the NFL, and not just the NIL."

Sanders also mentioned in the team meeting that Bucky Sanders soon would get help for his production efforts to make it even bigger. "He's been a one-man machine," Sanders said of his son.

The show got a little tense Sunday. Sanders kept telling the room full of players that "I'm coming," meaning he was coming in to turn the program around.

"There is not going to be any more mediocrity, period," he told them.

"I'm coming."

He said he was going to coach his Jackson State team in its final game Dec. 17 – at the Celebration Bowl in Atlanta. Then he was coming back with new players to replace some of them. He said his son, quarterback Shedeur, is coming to Colorado from Jackson State.

"Yep, about 10 more of them coming," Sanders told the holdover players. "And they dogs. And they gonna hunt. And they gonna eat."

He was blunt.

"We have a few positions already taken care of because I'm bringing my luggage with me, and it's Louis (Vuitton, the luxury brand)," Sanders said.

The players looked at him in silence. He even suggested they were spoiled, telling them that Boulder was a beautiful city with a beautiful stadium and no crime. He compared it to Jackson State, where his players had less.

"We've never had nothing of sort to work out in and to train in," he said to the Colorado players. "Our kids would go absolute crazy to be in the situation that you in, but you don't respect it. I'm coming. You don't want it. I'm coming. Some of y'all don't even think you deserve it. I'm coming. And usually when God sent me to a place, he sent me to a place to be a conduit of change. I'm coming."

Colorado's administration, fans and alumni are glad he is.

"We needed somebody like him at this program that could re-energize not only our student-athletes, but our base and our community and our state," Rick George, Colorado's athletic director, said Sunday. "I think he can do all of that."

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Opportunity Notice

Medium Duty and Compact Construction Equipment with Related Attachments

Opportunity Information

Organization: Canoe Procurement Group of Canada

Organization Address:

Reference Number: AB-2022-07001

Solicitation Number: AB-2022-07001

Solicitation Type: Request for Proposal

Posting (MM/dd/yyyy): 12/13/2022
03:30:00 PM Alberta Time

Closing (MM/dd/yyyy): 02/02/2023
03:30:00 PM Alberta Time

Last Update (MM/dd/yyyy): 12/13/2022
03:10:02 PM Alberta Time

Agreement Type: NWPTA/TILMA & CFTA & CETA & TCA

Region of Opportunity: Open

Region of Delivery: Alberta

Opportunity Type: Open & Competitive

Commodity Codes:
 N3830H: Dozers, Angle
 N3805C: Excavator, Hydraulic, Truck Mounted
 N2420D: Tractor, Wheeled, 4 X 2 With Backhoe/Loader
 N3895F: Compactor, Soil
 N3810A: Cranes, Excavator, Crawler Mounted, Cable Operated
 N3805F: Loaders, Front End
 N3895: Miscellaneous Construction Equipment
 N3810G: Cranes/Excavators, Pedestal Mounted
 N3805B: Excavator, Hydraulic, Crawler Mounted

Category: Goods

Potential vendors (bidders) may view the bid package here.

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

Only Proposals submitted through the Sourcewell Procurement Portal will be considered.

<https://proportal.sourcewell-mn.gov>

Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Response Contact:

Robinson, Chris
 Procurement Manager
 2510 Sparrow Drive
 Nisku, Alberta T9E 8N5
 Tel: 218-895-4168
 Email: rfp@sourcewell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, 4:30 pm Central Time, and late proposals will not be considered.

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered. It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support <https://proportal.sourcewell-mn.gov>.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Canoe Procurement Group of Canada, is posting the solicitation on behalf of CivicInfo BC, RMA, SARM, AMM, LAS, UMN, NSF, FPEIM, MNL, NWTAC and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, Canoe/Sourcewell is requesting proposals for Medium Construction and Compact Construction Equipment with Related Attachments to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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

Bid Type **RFP**

Bid Number **020223**

Title **Medium Duty and Compact Construction Equipment with Related Attachments**

Expected Start Date **Dec 6, 2022 12:00:00 AM CST**

Expected End Date **Feb 2, 2023 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Questions

0 Questions
 0 Unanswered
[\[View Questions\]](#)

Edit Bid

[\[Edit\]](#)

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **Jan 4, 2023 12:00:00 AM CST**

Location **Online Conference**

Notes **Logging information will be emailed two business days prior to the event.**

Documents




No Documents for this bid

View Details

Click [here](#) to return to the Sourcewell Procurement Portal home page.

Bid Details

<p>Bid Classification:</p> <p>Bid Type:</p> <p>Bid Number:</p> <p>Bid Name:</p> <p>Bid Status:</p> <p>Bid Closing Date:</p> <p>Question Deadline:</p> <p>Electronic Auctions:</p> <p>Language for Bid Submissions:</p> <p>Submission Type:</p> <p>Submission Address:</p> <p>Public Opening:</p> <p>Description:</p>	<p>Goods</p> <p>RFP - General</p> <p>RFP 020223</p> <p>Medium Duty and Compact Construction Equipment with Related Attachments</p> <p>Open</p> <p>Thu Feb 2, 2023 4:30:00 PM (CST)</p> <p>Wed Jan 25, 2023 4:30:00 PM (CST)</p> <p>Not Applicable</p> <p>English unless specified in the bid document</p> <p>Online Submissions Only</p> <p>Online Submissions Only</p> <p>No</p> <p>Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.</p> <p>Bid Document Access: Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.</p> <p>Categories: Show Categories [+]</p>
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 Submit a Question
 Register for this Bid
 Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time -	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the "Documents" section and available to registered suppliers two business days prior to the web conference.	Wednesday January 4, 2023 10:00 AM (CST)	No	

Documents			
File Name		Pages	
RFP_020223_Medium_Construction_Equipment	Friday November 18, 2022 08:34 AM	13	 Download
RFP_020223_Medium_Construction_Equipment_Contract_Template	Thursday November 17, 2022 02:11 PM	18	 Download

Addenda			
File Name		Pages	
Addendum_1_Medium_Duty_and_Compact_Construction_Eqpt_RFP_020223	Monday December 12, 2022 04:08 PM	1	 Download

OPEN

Medium Duty and Compact Construction Equipment with Related Attachments

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
January 4, 2023 at 10:00 am CST

Proposals Due:
February 2, 2023 at 4:30 pm CST

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)

Publish

- Bid Announcements
- Doc. Taker's List

Bidding Type 1 Bid Notice Only

Publish /Verify Contents Save as Template

Solicitation Setting

- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	020223
Solicitation Name	Medium Duty and Compact Construction Equipment with Related Attachments	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	020223 Medium Duty and Compact Construction Equipment
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Advertisement

Basic Settings


Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$800,000,000.00
Publish Date	12/06/2022	Closing Date & Time	02/02/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial
- Heavy Equipment/ Vehicles Dump trucks, bull-dozers, cranes, asphalt rollers, etc. tractors Office trailers, skid loader, earthmovers, heavy duty vehicles, excavators, caterpillar, graders, trains etc.



Solicitation Overview



Medium Duty and Compact Construction Equipment with Related Attachments

020223

Closing Date: 02/02/2023 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Notice

Basic Information

Estimated Contract Value (CAD) \$800,000,000.00 (Not shown to suppliers)
Reference Number 0000237271
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 020223
Title Medium Duty and Compact Construction Equipment with Related Attachments
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Duration:4 years
Description Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2022/12/06 09:08:57 AM EST
Question Acceptance Deadline 2023/01/25 05:30:00 PM EST
Questions are submitted online No
Bid Intent Not Available
Closing Date 2023/02/02 05:30:00 PM EST

Prebid Conference 2023/01/04 11:00:00 AM EST

Contact Information

Procurement Department
 218-894-1930
rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2023/01/04 11:00:00 AM EST
Location Online Conference
Event Note Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Categories

Selected Categories

GSIN Category (1)		
G	Goods Goods	
N38	Construction, Mining, Excavating And Highway Maintenance Equipment Construction, Mining, Excavating And Highway Maintenance Equipment	
N3800	CONSTRUCTION, MINING, EXCAVATING AND HIGHWAY MAINTENANCE EQUIPMENT Construction, mining, excavating and highway maintenance equipment	
MERX Category (1)		
G	Goods Goods	
G28	Special Purpose Vehicles Special Purpose Vehicles	
UNSPSC Category (1)		
22000000	Building and Construction Machinery and Accessories	
22100000	Heavy construction machinery and equipment	
22101900	Building construction machinery and accessories	



Proposal Opening Record

Date of opening: February 2, 2023

Sourcewell posted Request for Proposal #020223, for the procurement of Medium Duty and Compact Construction Equipment with Related Attachments, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Tuesday, December 6, 2022, and the solicitation remained in an open status within the portal until February 2, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on February 2, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #020223 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Acela, Inc. - Submitted 2/02/23 at 12:35:44 PM
Avant Tecno USA - Submitted 2/01/23 at 5:03:46 PM
Buyers Products Company, Inc. - Submitted 2/01/23 at 2:54:11 PM
Caterpillar, Inc. - Submitted 2/01/23 at 5:08:39 PM
Clark Equipment Company - Submitted 2/02/23 at 3:19:15 PM
DD DANNAR, LLC - Submitted 1/31/23 at 12:40:21 PM
Doosan Infracore North America - Submitted 2/02/23 at 8:42:02 AM
First Green Industries, Inc. - Submitted 2/02/23 at 12:11:25 AM
Gradall Industries, Inc. - Submitted 2/02/23 at 8:10:23 AM
Hyundai Construction Equipment Americas, Inc. - Submitted 1/24/23 at 6:57:35 PM
JCB, Inc. - Submitted 2/01/23 at 2:33:19 PM
LiuGong Construction Machinery North America, LLC - Submitted 2/02/23 at 11:53:12 AM
Manitou North America, Inc. - Submitted 2/02/23 at 8:30:04 AM
MAZIO ATTACHMENTS, LLC - Submitted 2/02/23 at 3:47:49 PM
Mecalac North America, LLC - Submitted 2/02/23 at 1:56:43 PM
Nexpro Trucks & Equipment Corp. - Submitted 2/01/23 at 2:47:41 PM
Takeuchi Mfg. US, Ltd. - Submitted 2/01/23 at 4:15:18 PM
Tobroco Machinery, LLC - Submitted 2/02/23 at 10:30:17 AM
Triple E Equipment, Inc. - Submitted 2/02/23 at 1:24:12 PM
XCMG NORTH AMERICA CORPORATION - Submitted 2/02/23 at 3:47:31 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on February 2, 2023, at 4:31:46 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst



**Proposal Evaluation
Medium Duty and Compact Construction Equipment with Related Attachments RFP #020223**

Possible Points		Acela, Inc.	Avant Tecno USA	Buyers Products Company, Inc.	Caterpillar, Inc.	Clark Equipment Company	DD DANNAR, LLC	Doosan Infracore North America	First Green Industries	Gradall Industries, Inc.	Hyundai Construction Equipment Americas, Inc.
Conformance to RFP Requirements	50	36	41		43	45	40	38	39	42	43
Pricing	400	270	298		324	340	318	303	258	335	338
Financial Viability and Marketplace Success	75	55	61		67	67	56	60	53	62	64
Ability to Sell and Deliver Service	100	67	77		87	87	74	80	71	80	82
Marketing Plan	50	35	41		44	44	43	42	40	41	42
Value Added Attributes	75	48	57		66	65	63	63	58	57	59
Warranty	50	38	42		43	43	40	42	41	42	43
Depth and Breadth of Offered Equipment, Products, or Services	200	116	167		181	181	123	128	141	152	161
Total Points	1,000	665	784		855	872	757	756	701	811	832
Rank Order		17	9		2	1	12	13	15	6	3

Possible Points		JCB, Inc.	LiuGong Construction Machinery North America, LLC	Manitou North America, Inc.	MAZIO ATTACHMENTS, LLC	Mecalac North America, LLC	Nexpro Trucks & Equipment Corp.	Takeuchi Mfg. US Ltd.	Tobroco Machinery, LLC	Triple E Equipment, Inc.	XCMG NORTH AMERICA CORPORATION
Conformance to RFP Requirements	50	42	42	38		41	33	36	40	32	37
Pricing	400	324	340	319		306	286	260	328	243	300
Financial Viability and Marketplace Success	75	62	57	54		52	52	56	61	48	57
Ability to Sell and Deliver Service	100	84	81	79		74	63	76	77	65	77
Marketing Plan	50	41	43	40		39	30	34	39	25	34
Value Added Attributes	75	60	60	60		57	49	49	60	53	57
Warranty	50	42	43	42		41	37	41	41	31	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	155	154		159	126	151	158	140	176
Total Points	1,000	829	821	786		769	676	703	804	637	779
Rank Order		4	5	8		11	16	14	7	18	10

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB , Procurement Lead Analyst

DocuSigned by:
Bill Davison
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Bill Davison, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
Nick Scholer
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Nick Scholer, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #020223
Entitled

Medium Duty and Compact Construction Equipment with Related Attachments

The following advertisement was placed December 6, 2022 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Bidding, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, December 7, 2022 in Oregon's *Daily Journal of Commerce*, and on December 6 and December 13, 2022 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

2765268 Canada, Inc.	JCB, Inc.
Acela, Inc.	Kubota Tractor Corporation
Asphalt Care Equipment, Inc.	LBX Company, LLC
AUSTIN LOGISTICS, LLC.	LiuGong Construction Machinery North America, LLC
Avant Tecno USA	Manitou North America, Inc.
Best Equipment, Inc.	MAZIO ATTACHMENTS, LLC
Buyers Products Company, Inc.	Mecalac North America, LLC
Caterpillar, Inc.	Multiquip, Inc.
Certified Stainless Service, Inc.	Nexpro Trucks & Equipment Corp.
Chery Equipment Group	NWT & Nunavut Construction Association
Clark Equipment Company	Pettibone/Traverse Lift, LLC
Commonwealth Equipment Corp.	Pure Air Wellness, LLC

Construction Industry Center	Regina Construction Association
D HILL Construction, LLC	Rental Men
DD DANNAR, LLC	Sakai America, Inc.
Doosan Industrial Vehicle America Corp	Skyjack, Inc.
Doosan Infracore North America	Takeuchi Mfg. US, Ltd.
EASTERN EQUIPMENT SERVICES, LLC	Tobroco Machinery, LLC
Eastern Farm Machinery, Ltd.	Triple E Equipment, Inc.
First Green Industries, Inc.	U.S. MARKETS, INC.
Gradall Industries, Inc.	XCMG NORTH AMERICA CORPORATION
Hyundai Construction Equipment Americas, Inc.	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on February 2, 2023, at 4:31:46 pm CT. Proposals were received from the following:

Acela, Inc.
 Avant Tecno USA
 Buyers Products Company, Inc.
 Caterpillar, Inc.
 Clark Equipment Company dba Bobcat Company
 DD DANNAR, LLC
 Doosan Infracore North America
 First Green Industries, Inc.
 Gradall Industries, Inc.
 Hyundai Construction Equipment Americas, Inc.
 JCB, Inc.
 LiuGong Construction Machinery North America, LLC
 Manitou North America, Inc.
 MAZIO ATTACHMENTS, LLC
 Mecalac North America, LLC
 Nexpro Trucks & Equipment Corp.
 Takeuchi Mfg. US, Ltd.
 Tobroco Machinery, LLC
 Triple E Equipment, Inc.
 XCMG Canada Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
 Nick Scholer, Procurement Analyst
 Craig West, Procurement Analyst
 Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Buyers Products Company, Inc. and Mazio Attachments LLC, fell outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Avant Tecno USA, offers a broad selection of equipment including wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. To complement their equipment, they offer over 200 attachments. They have a dealer network across the United States and Canada ready to serve Sourcewell participating entities. Dealers provide equipment maintenance and operation training. Avant Tecno USA, offers a generous discount from list pricing.

Caterpillar Inc. manufactures a complete line of medium and compact construction equipment, attachments and services. Their sales and service forces, and large dealer network, are available to Sourcewell participating entities in the United States and Canada. Caterpillar is offering financing/leasing options, along with competitive discount ranges on machine and work tool list pricing.

Clark Equipment Company dba Bobcat Company offers a wide selection of skid steers, compact and mini track excavators, compact and mini loaders, compact tractors, utility work machines, utility vehicles and versa-handlers for sale, lease, and rental. Their Bobcat Machine IQ telematics solution delivers information to the Bobcat Owner Portal for the customer to access information on their machine by computer, phone, or tablet. They can sell and service Sourcewell participating entities across North America through their over 1,400 independent dealer locations. Bobcat also offers a competitive discount from catalog prices.

Gradall Industries, Inc. manufactures a telescopic boom excavator in a variety of models and configurations for site preparation. They have regional sales and service managers that cover the United States and Canada. Their broad dealer network can provide training and service to Sourcewell participating entities. Financing options are available through Gradall dealers along with competitive discounts off MSRP.

Hyundai Construction Equipment North America, Inc. provides compact excavators, crawler excavators, wheeled excavators, wheel loaders, skid steer loaders, and compact track loaders. Their Hi MATE telematics service improves equipment uptime, and their Hi DETECT service improves safety by detecting the machines surrounding environment and issues warnings to the operator. They have 69 United States and 16 Canadian dealers with 192 locations that are ready to provide sales and service to Sourcewell participating entities. Hyundai Construction Equipment North America, Inc. is offering a solid discount off their list price.

JCB, Inc is a manufacturer of wheel loaders, backhoe loaders, wheeled and tracked skid loaders, excavators, telehandlers, site dumpers and attachments. JCB Inc has an extensive sales and service force throughout the United States and Canada, including 350 dealer locations, ready to serve Sourcewell participating entities. They are offering tax-exempt municipal leasing programs and competitive discount ranges off list price.

LiuGong Construction Machinery North America, LLC offers a range of models for wheel loaders, mini excavators, soil compaction rollers, and an electric loader. Their 92 dealers, with 159 locations, can provide service and training to Sourcewell participating entities throughout the United States and Canada. They offer excellent discounts for base model equipment, to include parts and attachments.

Manitou North America, Inc. provides compact wheeled loaders, compact track loaders, articulated wheeled loaders, telescopic handlers, and numerous attachments. Their over 400 dealers in North America are ready to provide sales and service to all Sourcewell participating entities. Manitou also offers Connected Machines, their telematics system that allows owners, operators, and dealers to view machine usage, location, and error codes remotely on a computer, smart phone, or tablet. Manitou is providing a robust discount off their list price.

Tobroco Machinery LLC offers compact wheel loaders, ride-on and compact skid steers, and compact telehandlers. They will also provide multiple electric versions of their wheel loaders. Their sales staff and independent dealer network is available to Sourcewell participating entities in the United States and Canada. Tobroco is offering strong discounts off MSRP.

XCMG Canada Ltd. manufactures a substantial offering wheeled tracked and backhoe loaders, mini excavators, telehandlers, soil compaction and site preparation equipment. Where applicable XCMG will provide alternative power options on certain wheel loader models. They will support participating entities across the United States and Canada through an extensive dealer network. XCMG offers competitive pricing and discounts.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #020223 to:

Avant Tecno USA	#020223-AVT
Caterpillar Inc.	#020223-CAT
Clark Equipment Company dba Bobcat Company	#020223-CEC
Gradall Industries, Inc.	#020223-GRD
Hyundai Construction Equipment North America, Inc.	#020223-HCE
JCB, Inc	#020223-JCB
LiuGong Construction Machinery North America, LLC	#020223-LIU
Manitou North America, Inc.	#020223-MAI
Tobroco Machinery LLC	#020223-TBO
XCMG Canada Ltd.	#020223-XCM

The preceding recommendations were approved on April 5, 2023.

DocuSigned by:

Kim Austin

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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:

Nick Scholer

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Nick Scholer, Procurement Analyst

Sourcewell

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
Bill Davison
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Bill Davison, NIGP-CPP, CPPO, Procurement Analyst

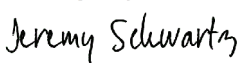
STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #020223 for Medium Duty and Compact Construction Equipment with Related Attachments**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

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Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Chief Procurement Officer

**SOURCEWELL
STATE OF MINNESOTA**



Member Barrows moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

11/15/2022

Resolution No. 2022-31

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Veronen, Nagel, Thiel, Thomas, Barrows, Arts, Kircher

and the following voted against: (list names here or "NONE")

None

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Sara Nagel

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - November 2022

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:
	None
	Requesting Board permission to Re-Solicit the following categories:
	Medium Duty and Compact Construction Equipment with Related Attachments
	Laboratory and Science Equipment, Supplies, and Related Technology and Services
	Portable Construction Equipment

CONSENT AGENDA ITEMS	NEW CONTRACTS																																																
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APPENDIX A Continued

Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
The Lusk Group	OH-R2-C01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
Air Force One	OH-R4-HVAC02-102021-AFO	
Johnson-Laux Construction, LLC	OH-R4-GC06-102021-JLC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R5-GC02-102021-FHP	
Foti Contracting, LLC	OH-R3-GC01-102021-FCL	
Air Force One	OH-R2-HVAC02-102021-AFO	
The Lusk Group	OH-R1-PA01-102021-LUS	
The Lusk Group	OH-R2-RW01-102021-LUS	
The Lusk Group	OH-R2-GC07-102021-LUS	
The Lusk Group	OH-R2-PA01-102021-LUS	
The Lusk Group	OH-R3-CC01-102021-LUS	
Hudawn Facility Solutions	OH-R4-GC07-102021-HFS	
Centennial Contractors Enterprises, Inc.	OH-R2-GC02-102021-CCE	
Centennial Contractors Enterprises, Inc.	OH-R4-GC02-102021-CCE	
The Lusk Group	OH-R1-RW01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-CC01-102021-MCC	
Genesis 1 Construction	OH-R2-GC06-102021-GNS	
Centennial Contractors Enterprises, Inc.	OH-R1-GC04-102021-CCE	
The Lusk Group	OH-R1-CC01-102021-LUS	
The Lusk Group	OH-R3-GC05-102021-LUS	
The Lusk Group	OH-R3-RW01-102021-LUS	
The Lusk Group	OH-R4-E02-102021-LUS	
The Lusk Group	OH-R4-PA01-102021-LUS	
Place Services, Inc.	OH-R1-E01-102021-PLA	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R3-GC03-102021-FHP	
The Lusk Group	OH-R3-E02-102021-LUS	
Place Services, Inc.	OH-R4-E01-102021-PLA	
Triton Services, Inc.	OH-R4-GC08-102021-TRS	
The Lusk Group	OH-R4-RW01-102021-LUS	
The Lusk Group	OH-R5-C01-102021-LUS	
The Lusk Group	OH-R5-CC01-102021-LUS	
The Lusk Group	OH-R2-CC01-102021-LUS	
The Lusk Group	OH-R4-C01-102021-LUS	
The Lusk Group	OH-R5-RW01-102021-LUS	
Air Force One	OH-R1-HVAC02-102021-AFO	
Air Force One	OH-R5-HVAC02-102021-AFO	
The K Company, Inc.	OH-R2-HVAC01-102021-TKC	
Ohio Paving and Construction Company, Inc.	OH-R2-C02-102021-OPC	
Place Services, Inc.	OH-R1-GC03-102021-PLA	
Place Services, Inc.	OH-R2-E01-102021-PLA	
Foti Contracting, LLC	OH-R5-GC01-102021-FCL	
Place Services, Inc.	OH-R2-GC04-102021-PLA	
Place Services, Inc.	OH-R3-E01-102021-PLA	
Regency Construction Services, Inc.	OH-R2-GC08-102021-REG	
Foti Contracting, LLC	OH-R2-GC01-102021-FCL	
The K Company, Inc.	OH-R4-HVAC01-102021-TKC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-GC01-102021-MCC	
Universal Contracting Corporation	OH-R4-GC05-102021-UCC	
Foti Contracting, LLC	OH-R1-GC01-102021-FCL	
Foti Contracting, LLC	OH-R4-GC01-102021-FCL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R4-GC03-102021-FHP	
Air Force One	OH-R3-HVAC02-102021-AFO	
The K Company, Inc.	OH-R3-HVAC01-102021-TKC	
Place Services, Inc.	OH-R3-GC04-102021-PLA	
Place Services, Inc.	OH-R4-GC04-102021-PLA	
Place Services, Inc.	OH-R5-GC03-102021-PLA	
Place Services, Inc.	OH-R5-E01-102021-PLA	
The K Company, Inc.	OH-R1-HVAC01-102021-TKC	
Centennial Contractors Enterprises, Inc.	OH-R3-GC02-102021-CCE	
The Lusk Group	OH-R4-CC01-102021-LUS	
The Lusk Group	OH-R5-GC05-102021-LUS	
The Lusk Group	OH-R5-PA01-102021-LUS	

APPENDIX A Continued

Johnson-Laux Construction, LLC	OH-R3-GC06-102021-JLC	
McDaniel's Construction Corp., Inc.	OH-MBE-R5-CC01-102021-MCC	
Johnson-Laux Construction, LLC	OH-R1-GC05-102021-JLC	
The K Company, Inc.	OH-R5-HVAC01-102021-TKC	
The Lusk Group	OH-R1-C01-102021-LUS	
The Lusk Group	OH-R3-PA01-102021-LUS	
The Lusk Group	OH-R3-C01-102021-LUS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R1-GC02-102021-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OH-R2-GC03-102021-FHP	
Johnson-Laux Construction, LLC	OH-R2-GC05-102021-JLC	
The Lusk Group	OH-R5-E02-102021-LUS	
Johnson-Laux Construction, LLC	OH-R5-GC04-102021-JLC	
G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	

**SOURCEWELL
STATE OF MINNESOTA**



Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

4/20/2023

Resolution No. 2023_10

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - April 2023

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	Alternative Student/Client Transportation Solutions		
	Requesting Board permission to Re-Solicit the following categories:		
	Fabric Structures with Related Materials and Services		
	Refuse Collection Vehicles with Related Equipment, Accessories, and Services		
	Indefinite Delivery Indefinite Quantity Construction - Kansas		
	NEW CONTRACTS		
CONSENT AGENDA ITEMS	Supplier Name	Contract Number	Solicitation Title
	Advexure, LLC	011223-ADX	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Deep Trekker, Inc.	011223-DTK	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	FLYMOTION, LLC	011223-FLM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	RMUS, LLC	011223-RMS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Seafloor Systems, Inc.	011223-SEA	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Unmanned Vehicle Technologies	011223-UNM	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	Volatus Aerospace USA Corp.	011223-VTS	"Unmanned and Remotely Operated Vehicle Systems with Related Technology and Services"
	CNH Industrial America, LLC	011723-CNH	"Heavy Construction Equipment with Related Attachments and Technology"
	Caterpillar, Inc.	011723-CAT	"Heavy Construction Equipment with Related Attachments and Technology"
	Gradall Industries, Inc.	011723-GRD	"Heavy Construction Equipment with Related Attachments and Technology"
	Hitachi Construction Machinery	011723-HTI	"Heavy Construction Equipment with Related Attachments and Technology"
	Hyundai Construction Equipment	011723-HCE	"Heavy Construction Equipment with Related Attachments and Technology"
	John Deere Construction	011723-JDC	"Heavy Construction Equipment with Related Attachments and Technology"
	Kobelco Construction Machinery	011723-KBL	"Heavy Construction Equipment with Related Attachments and Technology"
	Komatsu America Corp.	011723-KOM	"Heavy Construction Equipment with Related Attachments and Technology"
	Liebherr-America, Inc.	011723-LEB	"Heavy Construction Equipment with Related Attachments and Technology"
	Link-Belt Cranes	011723-LIN	"Heavy Construction Equipment with Related Attachments and Technology"
	LiuGong Construction Machinery	011723-LIU	"Heavy Construction Equipment with Related Attachments and Technology"
	SANY America, Inc.	011723-SNY	"Heavy Construction Equipment with Related Attachments and Technology"
	Volvo Construction Equipment	011723-VCE	"Heavy Construction Equipment with Related Attachments and Technology"
	Across International, LLC	020723-ASI	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Carolina Biological Supply Company	020723-CBS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Eppendorf North America	020723-EPP	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Neta Scientific, Inc.	020723-NTA	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
	Possible Missions, Inc.	020723-PSB	"Laboratory and Science Equipment, Supplies and Related Technology and Services"

APPENDIX A Continued

Thomas Scientific Holdings, LLC	020723-TMS	"Laboratory and Science Equipment, Supplies and Related Technology and Services"
Avant Tecno USA	020223-AVT	"Medium Duty Construction Equipment"
Caterpillar, Inc.	020223-CAT	"Medium Duty Construction Equipment"
Clark Equipment Company	020223-CEC	"Medium Duty Construction Equipment"
Gradall Industries, Inc.	020223-GRD	"Medium Duty Construction Equipment"
Hyundai Construction Equipment	020223-HCE	"Medium Duty Construction Equipment"
JCB, Inc.	020223-JCB	"Medium Duty Construction Equipment"
LiuGong Construction Machinery	020223-LIU	"Medium Duty Construction Equipment"
Manitou North America, Inc.	020223-MAI	"Medium Duty Construction Equipment"
Tobroco Machinery, LLC	020223-TBO	"Medium Duty Construction Equipment"
XCMG Canada	020223-XCM	"Medium Duty Construction Equipment"
CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
AT&T Mobility	080119-ATT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
T-Mobile USA	080119-SPT	"Wireless Voice and Data Services with Related Solutions, Equipment and Accessories"
Sunrise Banks	060519-SUN	"Employee Loans and Related Financial Services"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	State - Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
RJM Construction, LLC	MN-R7-GC-040622-RJM	
The Jamar Company	MN-R4-R-040622-JMR	
Solid Rock Construction	MN-R3-GC-040622-SRC	
The Jamar Company	MN-R2-PLUM-040622-JMR	
The Jamar Company	MN-R2-R-040622-JMR	
McDowall Company	MN-R5-R-040622-MDC	
Kraus-Anderson Construction Company	MN-R2-GC-040622-KRU	
RJM Construction, LLC	MN-R3-GC-040622-RJM	
The Jamar Company	MN-R2-GC-040622-JMR	
Anderson Brothers	MN-R3-PAV-040622-ABC	
VSI Construction, Inc.	MN-R1-GC-040622-VSI	
VSI Construction, Inc.	MN-R4-GC-040622-VSI	
Bituminous Roadways, Inc.	MN-R6-PAV-040622-BIR	
Design Electric, Inc.	MN-R5-E-040622-DEI	
Kraus-Anderson Construction Company	MN-R5-GC-040622-KRU	
Loeffler Construction & Consulting	MN-R6-GC-040622-LCL	
McDowall Company	MN-R1-R-040622-MDC	
McDowall Company	MN-R2-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R2-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R3-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R6-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R3-GC-040622-RAK	
RAK Construction, Inc.	MN-R4-GC-040622-RAK	
RJM Construction, LLC	MN-R4-GC-040622-RJM	
The Jamar Company	MN-R1-R-040622-JMR	
The Jamar Company	MN-R3-HVAC-040622-JMR	
The Jamar Company	MN-R6-R-040622-JMR	
Baratto Brothers Construction, Inc.	MN-R1-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R2-GC-040622-BBC	
Bruce Kreofsky and Sons Incorporated	MN-R7-GC-040622-BKS	
Design Electric, Inc.	MN-R4-E-040622-DEI	
Iyawe and Associates	MN-R6-GC-040622-IAA	
Kraus-Anderson Construction Company	MN-R3-GC-040622-KRU	
Kraus-Anderson Construction Company	MN-R6-GC-040622-KRU	
Design Electric, Inc.	MN-R6-E-040622-DEI	
VSI Construction, Inc.	MN-R2-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R7-GC-040622-KRU	
L.S. Black Constructors, Inc.	MN-R6-GC-040622-LSB	
Baratto Brothers Construction, Inc.	MN-R3-GC-040622-BBC	
Baratto Brothers Construction, Inc.	MN-R5-GC-040622-BBC	

APPENDIX A Continued

Baratto Brothers Construction, Inc.	MN-R6-GC-040622-BBC	
Kraus-Anderson Construction Company	MN-R4-GC-040622-KRU	
RAK Construction, Inc.	MN-R2-GC-040622-RAK	
Nor-Son, Inc.	MN-R3-GC-040622-NSI	
Nor-Son, Inc.	MN-R7-GC-040622-NSI	
Peterson Sheet Metal, Inc.	MN-R1-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R4-HVAC-040622-PSM	
RJM Construction, LLC	MN-R1-GC-040622-RJM	
The Jamar Company	MN-R3-PLUM-040622-JMR	
Solid Rock Construction	MN-R5-GC-040622-SRC	
The Jamar Company	MN-R3-R-040622-JMR	
VSI Construction, Inc.	MN-R5-GC-040622-VSI	
Kraus-Anderson Construction Company	MN-R1-GC-040622-KRU	
Solid Rock Construction	MN-R6-GC-040622-SRC	
Design Electric, Inc.	MN-R1-E-040622-DEI	
Design Electric, Inc.	MN-R3-E-040622-DEI	
McDowall Company	MN-R3-R-040622-MDC	
McDowall Company	MN-R4-R-040622-MDC	
McDowall Company	MN-R6-R-040622-MDC	
Nor-Son, Inc.	MN-R4-GC-040622-NSI	
Northland Constructors of Duluth, Inc.	MN-R2-PAV-040622-NCD	
Peterson Sheet Metal, Inc.	MN-R1-PLUM-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R2-PLUM-040622-PSM	
Nor-Son, Inc.	MN-R5-GC-040622-NSI	
Nor-Son, Inc.	MN-R6-GC-040622-NSI	
McDowall Company	MN-R7-R-040622-MDC	
Peterson Sheet Metal, Inc.	MN-R4-PLUM-040622-PSM	
RAK Construction, Inc.	MN-R1-GC-040622-RAK	
The Jamar Company	MN-R3-GC-040622-JMR	
The Jamar Company	MN-R5-R-040622-JMR	
The Jamar Company	MN-R7-R-040622-JMR	
RJM Construction, LLC	MN-R2-GC-040622-RJM	
RJM Construction, LLC	MN-R5-GC-040622-RJM	
RAK Construction, Inc.	MN-R5-GC-040622-RAK	
VSI Construction, Inc.	MN-R3-GC-040622-VSI	
VSI Construction, Inc.	MN-R6-GC-040622-VSI	
VSI Construction, Inc.	MN-R7-GC-040622-VSI	
RAK Construction, Inc.	MN-R6-GC-040622-RAK	
RAK Construction, Inc.	MN-R7-GC-040622-RAK	
RJM Construction, LLC	MN-R6-GC-040622-RJM	
The Jamar Company	MN-R2-HVAC-040622-JMR	
Nor-Son, Inc.	MN-R1-GC-040622-NSI	
Nor-Son, Inc.	MN-R2-GC-040622-NSI	
Mid-Minnesota Hot Mix	MN-R5-PAV-040622-MHM	
Peterson Sheet Metal, Inc.	MN-R3-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-HVAC-040622-PSM	
Peterson Sheet Metal, Inc.	MN-R5-PLUM-040622-PSM	
Hy-Tec Construction	MN-R3-GC-040622-HTC	



BOBCAT COMPANY SUGGESTED PRICE LIST - January 2023

Bobcat Company

ORDER ADDRESS:

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

Government Sales Points of Contact:

Heather Messmer - Government Accounts Sales Support Mgr.
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Randy Fuss - Director, Government Accounts
randy.fuss@doosan.com

(701) 241-8746

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

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

TID#: 38-0425350

REMIT TO ADDRESS:

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

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