

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: Clark Equipment Company dba Doosan Portable Power

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: *Kristen Wickett* Date: 4/9/19

**Sourcewell's clarification on exceptions listed above:**

No Exceptions Noted



Contract Award  
RFP #041719



**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS

In compliance with the Request for Proposal (RFP) for PORTABLE CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES AND ATTACHMENTS, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Doosan Portable Power      Date: 4/2/2019

Company Address: 1293 Glenway Drive

City: Statesville

State: NC

Zip: 28625

CAGE Code/DUNS: 33968 / 82-927-9194

Contact Person: Kristie Willett

Title: Government Account Manager

Authorized Signature: \_\_\_\_\_

*Kristie Willett*

*Kristie Willett*

(Name printed or typed)

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 041719-CEC

Proposer's full legal name: Clark Equipment Company dba Doosan Portable Power

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be June 17, 2019 and will expire on June 17, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:  
Jeremy Schwartz  
C0FD2A139D08489  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coquette  
7E42BBF817A84CC  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on June 14, 2019

Sourcewell Contract # 041719-CEC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Doosan Portable Power

Authorized Signatory's Title Government Account Manager

Kristie S. Willott  
VENDOR AUTHORIZED SIGNATURE

Kristie S. Willott  
(NAME PRINTED OR TYPED)

Executed on 6/14, 2019

Sourcewell Contract # 041719-CEC



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Clark Equipment \_\_\_\_\_  
Company dba \_\_\_\_\_  
Doosan Infracore Portable Power

Address: 1293 Glenway Drive

City/State/Zip: Statesville, NC 28625

Telephone Number: Office: (704) 883-3772 Mobile: (704) 650-0340

E-mail Address: kristie.willett@doosan.com

Authorized Signature: Kristie Willett

Authorized Name (printed): Kristie Willett

Title: Government Account Manager

Date: 4/5/2019

**Notarized**

Subscribed and sworn to before me this 12<sup>th</sup> day of April, 2019

Notary Public in and for the County of Wredell State of nc

My commission expires: May 28, 2022

Signature: Lisa B. Dagenhart

LISA B. DAGENHART  
NOTARY PUBLIC  
Wredell County  
North Carolina  
My Commission Expires 5/28/22

## Form P

### PROPOSER QUESTIONNAIRE

#### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Doosan Portable Power

Questionnaire completed by: Kristie Willett

#### Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Net 30 Day Terms

- 2) Do you provide leasing or financing options, especially to those options that schools and governmental entities may need to use in order to make certain acquisitions?

We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third-party financing organizations such as: Wells Fargo, PNC and National Cooperative Leasing.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

All quotes are done through our Government Sales office. We work directly with our dealers to ensure that contract pricing is met. Dealers invoice the customer directly, but they are required to provide us with a quote and a copy of the PO from the customer. All sales are entered into a spreadsheet and quarterly reports are done based on that data.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Yes, Doosan Portable Power will accept government purchase cards to satisfy payment requirements. Currently, we do not charge any additional fees for credit card payments.

#### Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

- Do your warranties cover all products, parts, and labor?

Warranties will cover all parts and labor within the specified warranty period.

- 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 month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). 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.

- 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.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

Doosan Portable Power has nearly 300+ independently owned and authorized dealers throughout North America. There are multiple dealer locations within each state that will stand ready to perform service and warranty work to best serve the government customers.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

Warranty service for any items made by other manufacturers or not manufactured by Doosan Portable Power will be passed on to the original equipment manufacturer. All products offered in response to this RFP will be covered by the warranty of Doosan Portable Power.

- What are your proposed exchange and return programs and policies?

Doosan Portable Power will work with the customer on a case by case basis. It is our intent to create a world class customer experience and will work diligently with the customer and dealer to quickly provide resolution and minimize any disruption in the customers operation.

- 6) Describe any service contract options for the items included in your proposal.

Service contracts will only be offered by Doosan Portable Power authorized dealers. They would be quoted and ordered in conjunction with contract terms.

### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

Doosan Portable Power's product lines fit within the scope of this Sour well RFP. Our portfolio of products includes Portable Air Compressors, Portable Generators, Light Towers and Light Compaction Equipment.

- 8) 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 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. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

Doosan Portable Power's pricing model will be a percentage off manufacturers suggested list price. All products will be 36% off SLP. (See Price Pages Attached).

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Doosan Portable Power discount will be 36% off the manufacturer suggested list price. Throughout the term of the contract, Doosan Portable Power will offer additional discount incentives pertinent to manufacturing pressure, discount programs and market share opportunities. (See Attached Price Pages).

- 10) The pricing offered in this proposal is

- a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other GPO's, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling-based pricing, our discount structure offered will allow for best value, better flexibility, better column discount considerations, market conditions, manufacturing pressures and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

Quantity or volume discounts are available upon request. Quantities of 10 or more receive favorable discount considerations.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Doosan Portable Power will allow for "sourced" goods/products or related services or "open market" item or "nonstandard options" to be itemized and offered on Sourcewell member quotes and orders. These items would be offered by the dealer.

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set-up and delivery inspections. Costs are associated with the local dealers shop and labor rates.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Freight cost (varies by product type) from the factory to the customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest dealer for pre-delivery inspection and parts/accessories installation unless unforeseen circumstances warrant a change to this



procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada or any offshore delivery, the customer will be responsible for additional freight, air freight, sling load, barge, ferry and any freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Doosan Portable Power to work with the customer if there is a desired delivery method specified by the customer.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

Other than the methods of delivery, if a unique delivery situation were to arise, Doosan Portable Power will work closely with the customer to provide the most efficient and cost-effective methods.

- 17) Please 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 Members 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.

From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be distributed to the dealer network as well as District Sales Managers by the Doosan Portable Power Government Sales Office. All orders will be quoted and processed through our Government Sales Office in order to maintain consistency and audit compliance. All quotes and orders will be documented on an internal report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

- 18) 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 RFP Section 6.29 and following for details.)

Doosan Portable Power proposes an administrative fee structure of no more than 1.5%. This proposed discount will allow us to offer additional incentives to Sourcewell Members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunities.

### **Industry-Specific Questions**

- 19) Describe any industry-specific quality management system certifications obtained by your organization.

Doosan Portable Power holds certificates in accordance ISO 9001-2015 (See Attached Certificates)

- 20) Describe any environmental management system certifications obtained by your organization.

Doosan Portable Power holds certificates in accordance with ISO 14001 Environmental Systems Certification (See Attached Certificate).

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired.

22) Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in this Proposal related to fuel efficiency, emission reductions, or other green/sustainability factors.

Not Applicable.

Signature: Knute Witt

Date: 4/9/19