

RESOLUTION NO. 23-169

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A PNEUMATIC TIRE FORKLIFT FROM THOMPSON LIFT TRUCK COMPANY, IN THE TOTAL AMOUNT OF \$33,487.70; AND AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THE SOURCEWELL COOPERATIVE PURCHASING AGREEMENT GOVERNING THAT PURCHASE.

BE IT RESOLVED, that the appropriate officers of the City are authorized to accept and deliver on behalf of the City that certain proposal between the City and Thompson Lift Truck Company, a division of Thompson Tractor, Inc., relating to the purchase of a Hyundai Pneumatic Tire Forklift for the Utilities Department in the amount of Thirty-Three Thousand, Four Hundred Eighty-Seven Dollars and Seventy Cents (\$33,487.70) in substantially the form **attached** as Exhibit A and presented to the Council today, with such changes, insertions or omissions as may be approved by the City Manager.

AND BE IT FURTHER RESOLVED THAT, by accepting the proposal referenced above, the City agrees to be bound to the same terms and conditions as were obtained by Sourcewell, through an advertised competitive bidding process, Contract No. 095120-HCE governing that purchase, in the form **attached** as Exhibit B.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 11th day of May, 2023.

CITY OF PANAMA CITY BEACH

By: 
Mark Sheldon, Mayor

ATTEST:


Lynrie Fasone, City Clerk



A Division of Thompson Tractor Co., Inc.



CITY OF PANAMA CITY BEACH
200 N Gulf Blvd
PANAMA CITY BEACH, FL 32413
ATTN: Leah Bailey

Offer # JG 00199
April 24, 2023

Thank you for the opportunity to propose a **Hyundai** Lift Truck for your material handling needs. Thompson Lift Truck company is pleased to offer the following for your consideration.

(1) New Hyundai 18L-7M 3,500 lb. Capacity - Hyundai Engine, IC Pneumatic Tire Forklift basic rated capacity @ 24" load center.

Mast	3 Stage Full Free LH 186" OALH 85"
Attachment	Cascade Sideshifter
Carriage	36" Carriage with Backrest
Forks	Without Forks
Hydraulic Hosing	Internal Hosing for 3rd Valve
Hydraulic Control Valve	3rd Spool Valve with Lever
Overhead Guard	Press Top
Operator Seat	Standard
Tires	Solid Drive Tires and Steer Tires
LP Tank Bracket	Swing Out LP Bracket (1 Band)
Warning Device Light	Amber LED Strobe
Paint	Without Special Color
Warranty	36 Months / 4,000 hours Standard Warranty

Standard Equipment

Engine:
Hyundai L4KB 2.4 L engine: 49hp @ 2,450rpm
EPA / CARB Tier IV Final Compliant

Powertrain:
Single speed transmission
Wet disc brakes
Pneumatic Drive Tires and Steer Tires

Hydraulic system:
Power steering
3rd spool valve and lever
Levers on bonnet
Adjustable steering handle angle

Electrical system:
Instrument panel
Back up alarm
OPSS
Front lights
Rear combination lights

OHG & Others:

Albany
229-435-2247

Atlanta
404-361-8370

Augusta
706-792-9500

Macon
478-785-1119

Savannah
912-964-7156

83.1" height OHG
 Rear view mirror
 Grammer full suspension seat with orange seat belt
 Swing out LP tank bracket

Other Hyundai Equipment

Electronic Speed Control
 Fire Extinguisher
 LP Tank

City of Panama City Beach Sourcewell Price (Member #43247)	\$26,824.70
Inbound Freight	\$1,893.00
Dealer Preperation	\$555.00
Delivery to Customer	\$667.00
Total Price under Sourcewell Contract (095120-HCE)	\$ 33,487.70
Standard Pricing (MSRP)	\$ 38,321.00

Taxes: All applicable taxes to be added
 Freight: PANAMA CITY BEACH, FL 32407
 Delivery: To be determined at time of order entry. **Estimated delivery mid-August 2023.**

CITY OF PANAMA CITY BEACH relies on dependable lift trucks and a dealer that can provide service and support around the clock, seven days a week. Taking great pride in selling a quality product line and providing prompt, reliable service is only part of our goal: to be the best overall solution and value for your material handling needs. We understand that you don't just need lift trucks. You want solutions to your material handling needs. You want to maximize productivity and minimize your total cost per hour. You want support to be there when you need it.

We greatly value all of our customer relationships and continually strive to exceed your expectations. When you have a problem, we have a solution. Whether it's a difficult repair, a hard-to-find part, or custom built machine or attachment, you can depend on **Thompson Lift Truck Company**.

We look forward to earning your business!

Sincerely,

THOMPSON LIFT TRUCK COMPANY

Josh Grimes
 Sales Representative
 251-525-7383

Acceptance of Offer:

CITY OF PANAMA CITY BEACH

By: _____
 Title: _____ Date: _____

Pricing, lead times and interest rates are subject to change at any time. If credit is extended, the terms and conditions are subject to approval by the company.

TERMS AND CONDITIONS

1. EXECUTION OF OTHER DOCUMENTS. If the full amount of the purchase price is not paid in cash, when the equipment necessary to fill this order is available, Purchaser agrees on demand to execute and deliver to Seller such promissory notes, security agreements, financing statements, equipment leases, and other documents as Seller may require evidencing and securing the Total Time Pay Balance shown above. In the event Purchaser fails to execute and deliver such documents, the entire Net Balance Due shall, at Seller's election, be immediately due and payable, together with interest as provided below from the date demand is made by Seller.
2. RISK OF LOSS; INSURANCE. The equipment shall at all times after delivery to Purchaser, Purchaser's agent, or a transportation company for delivery to Purchaser, whichever first occurs, be the sole responsibility of Purchaser, and all risk of loss or damage to the equipment or any part thereof from any cause whatsoever shall be borne by Purchaser, and shall not operate to extinguish or diminish the liability of Purchaser to Seller. Unless Purchaser pays Seller cash on or prior to delivery, Purchaser shall procure, and furnish to Seller, evidence of insurance showing the existence of valid and collectible insurance insuring the equipment against loss from fire, theft, collision and comprehensive coverage, and from such other insurable perils as Seller may require, in an amount not less than the Net Balance Due or Amount to be Financed shown above, with loss thereunder payable to Seller, as loss payee, as its interest may appear. If the equipment is leased by Purchaser, Purchaser shall also furnish evidence of liability insurance satisfactory to Seller in its sole discretion. Purchaser may furnish the required insurance through an existing policy or through an insurance agent selected by Purchaser. Seller may refuse to accept any insurance offered by Purchaser for reasonable cause. Any insurance offered through Seller or an affiliate of Seller is offered only as a convenience to Purchaser and is not required. If any insurance coverage is purchased through Seller, Seller is not the agent or broker for Purchases, and Seller or an affiliate of Seller may receive compensation on the sale of the insurance.
3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. Purchaser understands and agrees that Seller is not the manufacturer of the equipment described in this order. Seller makes no representation or warranty against latent or patent defects in material or workmanship, no warranty of capacity or performance, and no warranty that the equipment will meet the requirements of any law, regulation, specification or contract term that provides for or requires specific machinery or apparatus or specific capacity or methods of operation. New Caterpillar products are sold subject to the terms of the applicable Caterpillar warranty. Purchaser hereby acknowledges receipt of any applicable Caterpillar warranty or warranties identified on this order. Seller assumes no responsibility for such warranties. Seller will cooperate with Purchaser in seeking to obtain adjustment from the manufacturer for any breach of the manufacturer's warranty. Unless otherwise provided in a writing signed by Seller, any transportation, travel and other expenses will be for Purchaser's account. In no event will Seller have any obligation on account of any defect or defects in the equipment, or of any failure of the equipment to operate as warranted, or for any loss or damage to or caused by the equipment. With respect to equipment described herein as "used" or "other", Purchaser agrees that all such equipment is sold "AS IS" and with all faults or defects except as otherwise expressly provided in any express warranty specifically set forth hereon or contained in a separate writing signed by Seller. The forgoing provisions are in lieu of all other warranties, express or implied. Seller hereby disclaims, and Purchaser hereby waives, any warranty of MERCHANTABILITY or FITNESS FOR ANY PARTICULAR PURPOSE and any other warranty or obligation of Seller to Purchaser on account of any defect in or any failure or insufficiency of the equipment. In no event will Seller be liable for any special or consequential damages sustained by Purchaser, even if Seller had reason to know of them. Purchaser expressly agrees that Seller and its officers, agents, affiliates and employees shall not be liable in tort – whether on claims of negligence, wantonness, fraud, misrepresentation, suppression, strict liability, or other theory of tort liability – for any action or failure to act in connection with the making of this order or negotiations leading up to it, or the repair or operation of the equipment. Purchaser agrees that it is the intent of the parties to absolve Seller, its officers, agents, affiliates, and employees, from all liability in tort, and that Purchaser's sole and exclusive remedy against Seller, its officers, agents, affiliates, and employees, shall be in contract under this order or under the express warranties, if any, made by Seller under this order or in a separate writing signed by Seller.
4. PRODUCT IMPROVEMENTS; REPAIRS OF DAMAGE. Purchaser acknowledges that the equipment delivered pursuant to this order may have been modified by Seller at the manufacturer's direction or request to update or improve the equipment after it left the manufacturer's plant and that Seller may have repainted or repaired damage to the equipment suffered in demonstration, transit or storage. Purchaser consents to such modifications, repairs, or repainting and waives any further notice or disclosure thereof.
5. SELLER'S RESERVATION OF TITLE. Seller hereby retains title to all equipment described hereon until the Total Time Pay Balance shown hereon is paid in full or, in the case of a cash sale paid by check or a sale on account, until Seller receives full payment of the Net Balance Due in collected funds. All payments under this order shall be made in United States dollars and immediately available funds. If Purchaser defaults on any payment, the unpaid balance of the Total Time Pay Balance shall be immediately due and payable, at Seller's election. If Seller does not receive collected funds or is not paid in full when due, Seller may repossess the equipment, sell it at public or private sale or accept it in satisfaction of the unpaid debt (at Seller's election), and exercise all rights and remedies of a secured party following default by its debtor. A copy of this order may be filed as a financing statement.
6. INTEREST AFTER DEFAULT. After default by Purchaser in the payment of any sum owed by Purchaser under this order, such sum shall accrue interest daily, payable on demand, at the per annum rate that is 2% in excess of the highest prime rate published in The Wall Street Journal on the date of default, such rate to increase or decrease in like amount each time the prime rate changes until such sum is paid in full.
7. COLLECTION COSTS. Purchaser agrees to pay all expenses, including reasonable attorney's fees, incurred by Seller in enforcing this order or collecting any sum owed by Purchaser hereunder following default by Purchaser.
8. ARBITRATION OF DISPUTES. Purchaser and Seller acknowledge and agree that the transaction between them involves "commerce" as that term is used in the Federal Arbitration Act, 9 U.S.C. Sec. 1. Purchaser and Seller agree that all disputes, controversies or claims of any kind and character whatsoever arising out of or related to this order, the equipment, the transactions evidenced or contemplated by this order, any prior negotiations or dealings between them, or any maintenance or service performed by Seller on the equipment or on any other related or unrelated property before or after the date of this order, or arising out of or related to any relationship resulting from any of the foregoing, whether based in tort, contract, warranty, or statutory or strict liability, shall be submitted to binding arbitration held in Birmingham, Alabama in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Judgment on the arbitrator's award may be entered by any court of competent jurisdiction. The arbitrator shall be well versed in the sale and financing of equipment of the type involved in the dispute and shall, at the election of either party, be an attorney at law who has been licensed to practice at least 10 years. The foregoing does not affect the right of either party to seek a judgment in court against the other on a contract claim for breach of an express covenant to pay money and for interest and costs of collection, or to exercise any right of offset or self-help repossession, or to seek a court order for possession of personal property, or to seek an injunction or other purely equitable remedy other than a stay of arbitration. The parties agree that the commencement of litigation by either of them pursuant to the preceding sentence or otherwise shall not operate as a waiver or estoppel of the right to arbitrate any counterclaim or other similar claim, and that upon the giving of a notice of arbitration of the counterclaim or similar claim by any party hereto, the litigation of the counterclaim shall be stayed and the counterclaim shall be submitted to binding arbitration hereunder. The parties hereby waive the right to trial by jury of all disputes, controversies and claims which they have hereby agreed to resolve by arbitration whether or not the dispute, claim or controversy is submitted to arbitration or is decided by a court.
9. NO ADDITIONAL OR DIFFERENT TERMS. If Purchaser has sent or hereafter sends Seller a purchase order, order acknowledgement, or other writing that states terms additional to or different from those contained in this order, any acceptance of this order by Seller is expressly made conditional on Purchaser's acceptance of the terms and conditions of this order, and Seller hereby gives notification of its objection to any additional or different terms proposed by Purchaser.
10. Notice of Thompson Tractor Co., Inc. Customer Data and Telematics Data Privacy Statements
- Customer Data
We collect information about specific machines or products (e.g., configuration or consumption of parts and services by serial number) or groups of machines or products and customer information that allows for identifying and contacting a customer such as name, address, phone number and email address.
- Telematics Data
In the event this machine is equipped with telematics devices such as Product Link™ or the Vital Information Management System (VIMSTM), data concerning this machine, its condition, and its operation is being collected and transmitted to Caterpillar Inc., its affiliates, and/or Thompson Tractor Co., Inc.



Solicitation Number: 091520

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyundai Construction Equipment Americas, Inc., 6100 Atlantic Blvd., Norcross, GA 30071 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 26, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor’s acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

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

Sourcewell

Hyundai Construction Equipment Americas, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 10/21/2020 | 1:46 PM CDT

DocuSigned by:
Chuck Leone
8EF10A1344724D5...
By: _____
Chuck Leone
Title: Executive Vice President & COO
Date: 10/28/2020 | 8:26 AM CDT

Approved:

DocuSigned by:
Chad Coquette
7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 10/28/2020 | 8:32 AM CDT

RFP 091520 - Fork Lifts and Lift Trucks with Related Services

Vendor Details

Company Name: Hyundai Construction Equipment Americas, Inc.
Does your company conduct business under any other name? If yes, please state: Hyundai Material Handling
Address: 6100 Atlantic Blvd.
Norcross, GA 30071
Contact: Paul Bilson
Email: paul.bilson@hyundaiamericas.com
Phone: 678-492-9466
Fax: 678-823-7778
HST#: 36-3793157

Submission Details

Created On: Friday August 07, 2020 07:35:09
Submitted On: Tuesday September 15, 2020 14:28:01
Submitted By: Paul Bilson
Email: paul.bilson@hyundaiamericas.com
Transaction #: 6498e383-af1f-411c-a759-96bbeedcde24
Submitter's IP Address: 107.0.87.30

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Hyundai Construction Equipment Americas, Inc.
2	Proposer Address:	6100 Atlantic Blvd. Norcross, GA 30071
3	Proposer website address:	www.hyundaiforkliftamericas.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Leone Executive Vice President & COO 6100 Atlantic Blvd. Norcross, GA 30071 Email: chuck.leone@hyundaiamericas.com Tel: 678-823-7906
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Paul Bilson Manager Dealer Development & National/Government Accounts 6100 Atlantic Blvd Norcross, GA 30071 Email: paul.bilson@hyundaiamericas.com Tel: 678-492-9466
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kate Matthews, Sr. Sales Coordinator 6100 Atlantic Blvd Norcross, GA 30071 Email: kate.matthews@hyundaiamericas.com Tel: 678-823-7863

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Hyundai name has been synonymous with quality and innovation since Chung Ju-yung launched his first company in 1947. Under Chung's leadership the company diversified and grew. By 1985, Hyundai was introducing the first Korean-made automobile to American consumers. Hyundai is now established as an industry leader, and their car brands, including Kia and Genesis, are continually recognized for their quality. Today, the legacy continues with Hyundai Construction Equipment Americas, Inc., which includes Hyundai Materials Handling, bringing Hyundai-backed equipment to businesses, local and state government and other users across the U.S. and Canada.</p> <p>Ingrained in our corporate values is our responsibility to give back to the community. And, our contributions extend beyond providing funds for charitable causes, we reinforce our commitment through action. Whether we're supporting the environment, education, diversity, or the health and well-being of our customers and neighbors, our employees believe in making a difference wherever we do business.</p>
8	What are your company's expectations in the event of an award?	As we are nearing the end of our term for the inaugural Sourcewell contract for forklifts, we expect to grow our Sourcewell business significantly in the event of an award given our current Sourcewell customer base, and an increasing number of dealers quoting Sourcewell members. We've added more larger dealers to our network over the past four years, which has given us additional coverage and an improved focus on government sales. Our goal is to at least double our Sourcewell business in our second term.

9	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.	\$396m revenue North America; Parent \$1.66b revenue 2019. (See attached Hyundai Q2 2020 Earnings Release with summaries and financial statement.)	*
10	What is your US market share for the solutions that you are proposing?	Hyundai being one of the up and coming brands of forklifts on the market, we currently have market share around 3%. (For Class V lifts, i.e. the vast majority of Sourcewell member purchases, our share is around 11%.) Note: Hyundai have made significant improvements to our dealer distribution network over the past five years, which has helped us double our share over this period, with growth of 17% CAGR (pre-Covid) over this period.	*
11	What is your Canadian market share for the solutions that you are proposing?	Market share in Canada is currently 5% overall.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
13	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?	Hyundai is a global manufacturer of industrial forklifts, with our US and Canadian Sales and Parts Warehouse Headquartered in Norcross, GA. We have 57 independently owned dealers that [combined] have 166 sales/service locations. Each dealer has its own sales, parts and service team, and Hyundai supports our dealers with factory field service and sales support. We provide factory training to our dealers' sales and service organizations to keep our dealers up on the latest products and service technical training.	*
14	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.	N/A	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	*
16	Describe any relevant industry awards or recognition that your company has received in the past five years	2020 Hyundai Construction Equipment receives Samoter Technical Innovation Award for technical and technological development 2019 Hyundai Construction Equipment becomes First Korean Manufacturer of Autonomous Forklifts	*
17	What percentage of your sales are to the governmental sector in the past three years	3.6% (2017-2019) 4.4% in 2019 and we are forecasting a jump to more than 6% in 2020.	*
18	What percentage of your sales are to the education sector in the past three years	<1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our dealer National Lift Truck Service, Inc. (Pompano, FL) holds the Florida State Contract for forklifts with Hyundai: In the past 3 years (2017-2019) we sold 18 Hyundai on state contract; total sales \$557,737.00	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our dealer Advanced Material Handling holds a GSA contract for Hyundai Material Handling. 2017 (\$2.9m); 2018 (\$3.5m); 2019 (\$5.8m)	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
New Jersey Transit Authority	Steven Craft, Sr Contract Specialist Irene Felcon, Principal Engineer	973-491-7579 973-491-7354	*
Fontana (CA) Public Works	Ken Coney	909-428-8808	*
Maryland Department of Transportation	Shawn Powell	410-859-7724	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
NJ Transit Authority	Government	New Jersey - NJ	Forklifts various models	~\$24K avg	\$217,527	*
Broward County Board of County Commissioners	Government	Florida - FL	55K lbs capacity forklift	\$315,587	\$315,587	*
Oneida Herkimer Solid Waste	Government	New York - NY	Forklifts	~\$26,188	\$52,377	*
Central Piedmont Community College	Education	North Carolina - NC	Forklift 6K lbs capacity	\$36,202.24	\$36,202	*
Department of Defense	Government	District of Columbia - DC	Forklifts 29K lbs capacity	\$143K average	\$715,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Hyundai currently sells Sourcwell business through our dealer network and or direct.	*
24	Dealer network or other distribution methods.	Hyundai has 57 authorized full service dealers with a combined 166 locations throughout the U.S. and Canada	*
25	Service force.	With 166 dealer locations, there are approximately 1,000 to 1,200 trained service technicians that service Hyundai forklifts. Hyundai has four field service managers plus additional support representatives to assist dealers on technical support, troubleshooting, problem resolution and training for Hyundai products. Dealers can provide contracted maintenance and or full maintenance based on the entities needs, with many dealers that can maintain other types of equipment that may be in an entity's fleet.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Most dealers respond to service calls within a four hour period of time, and most can get out to a customer site within 48 hours. Most dealers provide service after hours, weekends and holidays for an additional charge. Dealers have rental fleets to provide additional equipment to fill gaps in needs and or when equipment is down. Hyundai pays dealers 1 hour diagnostic time on warranty and their full retail labor rate based on standard repair times to help ensure they complete repairs in a timely manner, as well.	*
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Broad Line: 2,200 lbs. capacity to 55,000 lbs capacity Model Classes: I, II, III, IV and V and VI Availability: With a stock inventory of 500+ forklifts in Norcross, GA, we have been able to deliver to Sourcwell entities in as little as 2 weeks. (This has been a big factor for entities that have a short capex window.) U.S. Dealer Network: 48 dealers / 129 dealer locations Cooperative Purchasing Training: Hyundai has and continues to have ongoing training with our dealer network on the Sourcwell program with 3.5 years now as a Sourcwell contracted vendor.	*
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Broad Line: 2,200 lbs. capacity to 55,000 lbs capacity Model Classes: I, II, III, IV and V Availability: With a stock inventory of 500+ forklifts in Norcross, GA, we have been able to deliver to Sourcwell entities in as little as 2 weeks. (This has been a big factor for entities that have a short capex window.) Canadian Dealer Network: 9 dealers / 37 dealer locations Cooperative Purchasing Training: Hyundai has and continues to have ongoing training with our dealer network on the Sourcwell program with 3.5 years now as a Sourcwell contracted vendor.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
30	Identify any Sourcwell 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?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	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>We will employ all the following:</p> <ol style="list-style-type: none"> 1. Sourcewell and cooperative purchasing sales training to our dealer network; via webinars, GTKU and Sourcewell University 2. Advertising in publications like The Municipal 3. Trade Show Exhibits at venues like CAPPO and NIGP 4. Leveraging subscriptions such as GovSpend to identify upcoming bid opportunities - allows us to also track purchasing activity in the Government Sector for forklifts, and provides awareness of upcoming requirements. 5. Customized flyers for each of our dealers 6. Social Media
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>We utilize our social media platforms in a few fashions. First, we showcase new products, whether that be new equipment rollouts, promotional marketing giveaways from our e-commerce portal, or parts in our parts department. We also use it to highlight our clientele base, with their permission, and spotlight their wins and successes. Our platforms are also employed to gain market awareness for our products in new markets.</p> <p>Through these platforms we also analyze the analytics through the backend of the platforms. We learn market trends and ensure we are gaining the best outcome for our ROI. No data is shared outside of our internal team about our go-to market strategies or product development. Our social media is, however, run through a 3rd party partner, Amplify Marketing Solutions.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The ongoing efforts and involvement that Sourcewell has with State and local governments, large school districts, utilities, etc. is invaluable to promoting all contracts; and we integrate the Sourcewell logo on our website, marketing flyers, email signatures and we have customized marketing collateral for our dealers who represent our contract, as well.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes. We have an ordering portal, which may be utilized if we were to sell directly to a Sourcewell member. They would obtain an ID and password to access the portal where they can enter orders and receive acknowledgment and invoice. (Note: Since we have sold Sourcewell members primarily through our dealer network, the request by members has not come up.)

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Hyundai can provide forklift operator training programs, i.e. train the trainer and individuals, in person and online via two firms that provide coverage throughout the U.S. and Canada. We can provide these as pass through to Sourcewell members, e.g. either at a small 5% mark up to cover our admin cost or have it billed directly through the firm.
37	Describe any technological advances that your proposed products or services offer.	The word Hyundai means "modernity" and our forklifts come standard with many advanced features. Our 9 series models come standard with full color screen LCD monitors; load weight indicators; incline and slope indicators to keep operators and some advanced options include rear cameras, fork cameras, fleet telematics.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Eco Friendly Management of Products and Work Environment ISO 14001:2015, KS I ISO 14001: 2015 Conforms to Environmental Management System standards. It's aim is to assist companies in continually improving their environment performance - Meets / Exceeds EPA and CARB requirements for all internal combustion powered forklifts - Wide range of zero emissions battery powered forklift models
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 14001:2015, KS I ISO 14001: 2015 Conforms to Environmental Management System standards. It's aim is to assist companies in continually improving their environment performance
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We have some dealers who are WEBNC certified companies, and we encourage them to promote that with every Sourcewell opportunity.
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Same day response - depending upon the time of the inquiry, we respond same day in most cases, within 24 hours if late in the day. Hyundai forklifts come with more standard features than most manufacturers, and that includes safety items like lights, mirrors, rear handle with horn, etc. 3 years / 4,000 hours Comprehensive Warranty (most Sourcewell entity applications are lower hours than industry, so they typically receive the full three years coverage. This helps keep their cost to operate very low.

Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Class I, II, IV and V warranty is 3 years / 4,000 hours Comprehensive (i.e. forklift and powertrain) parts and labor. Class III and VI - Parts and Labor for the first 90 days (1 year / 1,200 hrs on parts)
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Operator abuse and lack of proper per manufacturer's maintenance guidelines would be the biggest concern. Extreme work environments, e.g. highly corrosive areas, extreme heat or cold beyond component ratings could affect coverage though we try to qualify applications up front.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Class I, II, IV and V allows One Way One Hour Travel per repair. Up to 4 hours of labor may be reimbursed when appropriate for travel, i.e. in cases where the customer is in a remote location.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For items that we the factory install on the original sale, these would be covered under warranty. Special attachment options, forklift batteries and other items we typically purchase through 3rd parties would be warranted under those parties' warranties, but they could be filed through our local dealer - Hyundai.
47	What are your proposed exchange and return programs and policies?	We do not have a written policy for exchange or return; however we take into consider each situation to see how best to resolve any issues to the customer's satisfaction.
48	Describe any service contract options for the items included in your proposal.	Preventive Maintenance and Full Maintenance contract options are available through our local dealer network. Many of our dealers can work on other types of mobile equipment, which could be added to these types of contracts.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Standard terms are Net 30 days, but longer terms are available to Sourcewell members upon request and based upon credit worthiness.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. We have a variety of leasing options available through various vendor partners; and we can also work with Sourcewell associated financial vendors
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Dealer quotes include our Sourcewell contract #101816-HCE. Invoices also are to include our contract # and both quotes and invoices are submitted when we receive the orders. Based on the equipment sell price, we enter the calculated Sourcewell fee amount into our SAP order system. At the end of the quarter, we pull up any orders that have this Sourcewell fee assigned and we gather the information (quotes/invoices with customer information) to build our Quarterly Sourcewell Report.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most if not all of our Sourcewell forklift sales have gone through our dealers who are likely not set up P-Card Payment. Payment by wire or check is our standard methods of payments and would be the same for our dealers.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Product Category Discounts: For Classes I, II, IV, and V, we are providing a threshold price model of List Price less 30%. For Classes III and VI, we are providing a threshold model of Dealer Net + 10%
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For all Hyundai Class I, II, IV models and Class V models - List Price less 30% For Class III and VI products, threshold price would be Dealer Net +10% For Industrial Batteries and Chargers, Attachments and other products sold via 3rd party, threshold price would be Dealer Net + 10%
55	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity Orders of 10+ units would receive a 1% additional discount provided the units are ordered at the same time.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For Industrial Batteries and Chargers, Attachments and other products sold via 3rd party, threshold price would be Dealer Net + 10% We would also suggest our dealers provide a discount of 15% on rentals and a discount of 10% off their labor published labor rates, to Sourcwell members.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Inbound freight, Pre-Delivery Inspection, local delivery, which would be charged by our selling dealers. PDI costs may vary from market to market with a typical PDI taking 2-3 hours labor.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	To help ensure our equipment is properly delivered to Sourcwell members, our process is as follows: 1. Freight to local dealer 2. Dealer performs Pre-Delivery Inspection (PDI) 3. Dealer delivers to Sourcwell member 4. Delivery Report and introduction
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight from Hyundai to these areas would be brokered for best rate and or delivery time based on the customer's needs. Since we have much more business going into Canada, units can be consolidated with dealer container shipments, which would help reduce freight cost.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is by one of our authorized dealers who will conduct a delivery report and go over the unit with the customer. Establishing relationship with the local after sales support team, ie. the local dealer is a big part of the value of our Sourcwell purchase.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with 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.	We instruct our dealers to provide equipment pricing in a separate line item from freight, PDI, local delivery, etc., which allows us to quickly verify the amount is within the threshold price structure. The Sourcewell fee is assigned to that particular order in our SAP operating system, so we are able to pull all Sourcewell orders for the quarter to build our report.
63	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.)	2% of the Hyundai equipment price portion on all models

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Hyundai is a global provider of forklifts in Class I, II, III, IV, V and VI with capacities ranging from 2,200 lbs. to 55,000 lbs. with a wide variety of lift heights, which should meet nearly all Sourcewell member entity requirements. Hyundai forklifts meet or exceed all CARB and EPA emissions standards and are available in Battery, LP and Diesel powered models. We have a network of 57 dealers with 166 combined locations, which can provide maintenance, parts, service, rental and who are accustomed to take trade-ins on equipment. Hyundai can provide additional items such as industrial batteries and chargers, attachments and miscellaneous items via 3rd party vendors at a mark up of no more than cost +10%.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Industrial Forklift or Motive Power Batteries; Forklift Attachments; Telematics

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

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

Line Item	Category or Type	Offered *	Comments
66	Class I: Electric Motor Rider Trucks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	3 Wheel 24V 2,200 lbs.-3,000 lbs cap 3 Wheel 36/48V 3,000 thru 4,000 lbs cap 4 Wheel Cushion 5,000 thru 6,500 lbs cap 4 Wheel Pneumatic 36/48V 3,200 lbs thru 7,000 lbs 4 Wheel 80V 5,000 lbs thru 10,000 lbs. cap Stand Up Counterbalance 36/48V 3,000 lbs thru 4,000 lbs
67	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Order Pickers 24V and 36/48V 3,000 lbs cap. Reach Trucks 36/48V: Single Reach Pantograph 3,500 lbs thru 4,500 lbs cap Double Reach Pantograph 3,000 lbs cap Moving Mast Reach Trucks (Standing) 3,000 lbs thru 6,000 lb Moving Mast Reach (Seated) 2,800 lbs thru 5,000 lbs cap
68	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Walkie Pallet Trucks 3,000 lbs cap 24V conventional and Li battery 4,500 lbs 24V Walkie Rider 6,000 lbs cap Walkie Stacker 3,000 lbs cap
69	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LP Cushion 3,000 lbs thru 6,000 lbs currently (will expand with 8,000 lbs. thru 12,000 lbs by end of 2021/early 2022 and would add to contract)
70	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	LP Pneumatics 3,000 lbs thru 15,500 lbs cap Diesel Pneumatics 5,000 lbs thru 55,000 lbs cap
71	Class VI: Electric and Internal; Combustion Engine Tractors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Electric Stand Up Tow Tractor 9,000 lbs
72	Class VII: Rough Terrain Forklift Trucks	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	N/A

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<ul style="list-style-type: none"> - Closed Order Ratio based on number of inquiries - GovSpend.com to which we subscribe provides order tracking of government purchases for our product category, which helps us measure market share, as well as price competitiveness - dealer sales participation on web training
74	Describe the average operating cost per hour of an electric truck operating inside a warehouse.	<p>Cost Calculation Example Based on one (1) Electric Forklift for Inside Warehouse Application: 6 hours per shift x 5 days per week x 50 weeks per year x 5 years = 7,500 hours total Hyundai 5,000 lbs. Cap.Cushion Tire \$21,716.10 (common spec) Battery \$8,175 (pricing example only) Charger \$2,358 (pricing example only) Electricity to charge \$600 (based on est \$0.08 per kWhr) Maintenance: \$7,500 over five years Total Estimate: \$40,349.10 divided by 7,500 total hours = \$5.37 per hour</p> <p>Please refer to Hyundai Cost Calculator for Electric, LP and Diesel: https://www.hyundaiforkliftamericas.com/true-cost-calculator/</p> <p>(Note: Equipment Pricing Examples at Hyundai Online Cost Calculator are not Sourcwell RFP pricing)</p>
75	Describe the average operating cost per hour of a combustion engine truck operating in an outdoor yard setting.	<p>Cost Calculation Example Based on one (1) LP Forklift for Outdoor Yard Application 3 hours per shift x 5 days per week x 50 weeks per year x 5 years = 7,500 hours total Hyundai 5,000 lbs. Cap. Pneumatic Tire \$23,237.20 (common spec) LP \$41,250 (pricing example only based on 1 tank per day x \$33 per tank) Maintenance: \$13,125 over five years Total Estimate: \$80,112.20 divided by 7,500 total hours = \$10.68 per hour</p> <p>Please refer to Hyundai Cost Calculator for Electric, LP and Diesel https://www.hyundaiforkliftamericas.com/true-cost-calculator/</p> <p>(Note: Equipment Pricing Examples at Hyundai Online Cost Calculator are not Sourcwell RFP pricing)</p>
76	Describe any manufacturing processes or materials utilized that contribute to overall durability, driver safety, etc. that differentiate your offerings.	<p>Mast are high strength, rolled steel with 3 deg canted rollers for high durability and smooth operation to full lift height. 3 POINT ENTRY – Easy on & off with large, low step height . 9- Series LP and Diesel models (5K to 7K lbs cap) and 9-series Electric models provide anti roll back (Hill Start Assist Control) FULL SUSPENSION SEAT – Standard, Premium Grammer Seat with adjustable armrest, lumbar support, & reclines for increased comfort & productivity SEAT SIDE HYDRAULIC LEVERS – Ergonomic design maximizing productivity & ease of maintenance DASH DISPLAY – 9 Series models have Full Color LCD Screen, Onboard Diagnostics, Speedometer, Tilt Inclination Indicator (LP/Diesel), Load Weight indicator, Clock & Optional backup camera display LED LIGHTS – Standard, lowers cost of ownership & enhances operator visibility REAR DRIVE HANDLE WITH HORN BUTTON – Standard, Grab handle keeps the operators hands on horn switch & inside the OHG while traveling in reverse. Wet disc brakes sealed in oil bath for long life-low maintenance.</p>
77	Describe any differentiating serviceability attributes (remote diagnostics, parts fill rate, etc.) your proposal offers.	<ul style="list-style-type: none"> -Wet disc brakes save customers thousands in brake service costs over the life of the forklift -Hyundai uses O-Ring faced seals vs JIC fittings and are easier to maintenance and less \$ to replace. - No tool access floor board provides easy access to service - Valve Body easily accessed for maintenance - Battery Cut Off by key (LP and Diesel) deters theft and prevents battery drain - North American Parts Depot - Norcross, GA 97% fill rate - HiMate Remote Management (currently available 15.5K through 55K lbs capacity models; in process of adding this option to all 9 series models by end of 2020/ early 2021.)

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

Line Item 78. 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.”

- [Financial Strength and Stability](#) - Hyundai Construction Equipment (IR 2Q20).pdf - Monday September 14, 2020 17:30:01
- [Marketing Plan/Samples](#) - Hyundai Marketnig Plan 2020 RFP.pdf - Monday September 14, 2020 17:52:12
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - CERTIFICATE OF WARRANTY - FORKLIFTS All except Class 3 Updated and CERTIFICATE OF WARRANTY - FORKLIFTS Class 3.pdf - Monday September 14, 2020 15:30:28
- [Pricing](#) - Hyundai Sourcwell Price List of Common Specs 2020 RFP.pdf - Monday September 14, 2020 15:30:58
- [Additional Document](#) - ISO Certification 인증서_Hyundai_Construction_Equipment_Co._Ltd._P1_2018_eng.pdf - Tuesday September 15, 2020 14:25:58

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to 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:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paul Bilson, Manager of Dealer Development and National /Government Accounts, Hyundai Construction Equipment Americas, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue September 8 2020 04:06 PM	<input checked="" type="checkbox"/>	-
Addendum_3_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Tue August 25 2020 01:29 PM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Mon August 10 2020 03:11 PM	<input checked="" type="checkbox"/>	-
Addendum_1_RFP_091520_Fork_Lifts_and_Lift_Trucks_with_Related_Services Thu August 6 2020 08:15 AM	<input checked="" type="checkbox"/>	-