



Solicitation Number: 053024

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyster-Yale Materials Handling, Inc., 1400 Sullivan Drive, Greenville, NC 27834 (Supplier).

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

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires **July 23, 2028**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

All Equipment and Products under this Contract will be priced based on the discount percentages stated in Supplier's Proposal. The discount percentages shown in Supplier's Proposal shall remain fixed until October 25, 2027.

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 within a reasonable time after delivery. If the damage is not readily apparent at the time of delivery and Supplier or its dealer is unable to repair or replace the damaged Equipment or Products, Supplier must permit the Equipment and Products to be returned within a reasonable time after delivery at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products within 10 business days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and, at Supplier's sole option and cost, the Supplier will repair or replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product

Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier in writing that it intends to do so pursuant to this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue a purchase order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All purchase orders are subject to acceptance by Supplier. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** In the event there is conflict between the terms of any Participating Entity purchase order and this Contract, the terms of this Contract shall prevail. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity or the Supplier than what is contained in this Contract. Neither Sourcewell, any Participating Entity, Supplier nor Supplier's authorized dealers may propose terms that materially deviate from the terms of the Contract.

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

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

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

Unless a result of the two listed event exceptions, no orders may be terminated, in whole or in part, within 90 days prior to scheduled order shipment. Such termination of an order will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

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

7. CUSTOMER SERVICE

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

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

B. **BUSINESS REVIEWS.** Supplier 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, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;

- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee of 0.75% to Sourcwell on all Equipment and Products, provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. The Administrative Fee does not apply to any extended protection plans, replacement parts, accessories, batteries, chargers, tires, service, delivery or shipping charges, or taxes.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Such payment will only be submitted after all units have been fully installed by Supplier and accepted by Participating Entities. No payment will be earned if Participating Entity's account is delinquent. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid. Provided, however, that Supplier is permitted to subcontract certain of its rights and obligations to Supplier dealers for performance without Sourcwell's and/or a Participating Entity's prior written consent.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees (“Indemnitees”), harmless from any third-party claims or causes of action, including reasonable attorneys’ fees incurred by Sourcewell or its Participating Entities, arising from injury or death to any person or damage, loss or destruction to any property to the extent it results from a design or manufacturing defect in the Equipment or Products attributable to the Supplier. Supplier shall not be obligated to indemnify the Indemnitees for (1) any damages caused by the alteration or modification of Equipment or Product not made or authorized in writing by Supplier, or (2) the negligence or intentional acts or omissions of Indemnitees. Indemnitees agree to notify Supplier within ten business days of receipt of notice of any such proceeding or claim and to provide information and assistance to Supplier in the defense of any claim or proceeding. Sourcewell’s responsibility will be governed by the State of Minnesota’s Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell’s relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier’s trademark(s) provided by Supplier in certain advertising and promotional materials directed to Participating Entities for the purpose of marketing Supplier’s relationship with Sourcewell, for use in the U.S. only and as long as there is a commercial relationship between Supplier and Sourcewell. For the avoidance of doubt, the license granted by Supplier to Sourcewell shall be limited to the following promotional materials:
 - a. Sourcewell’s Contract Directory located on Sourcewell’s website and/or in a printed format for distribution by Sourcewell;
 - b. Sourcewell’s Cooperative Purchasing (through Buy Sourcewell) located on Sourcewell’s website;

- c. Tradeshow or other conference banners prepared and approved by Sourcewell; and
- d. Award-announcement emails; and
- e. Printed brochures and promotional flyers for distribution by Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. A party shall review, and in its discretion approve, each use of the other party's trademarks by its respective Permitted Sublicensees. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for recoverable damages as set forth herein. 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.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR OTHERWISE, NO PARTY SHALL UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for products liability-completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the

Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

B. **LICENSES.** Supplier and/or its participating dealers 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 Supplier and/or its participating dealers conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

J. BUY AMERICAN PROVISIONS CERTIFICATION. To the extent applicable, and if a Participating Entity gives Supplier notice of such a requirement when placing an order, Supplier will advise Participating Entity whether the equipment it seeks to purchase would comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

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

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

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

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

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

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

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

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

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

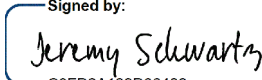
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

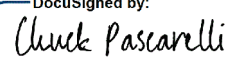
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation and will not affect the remaining individual terms of any Equipment or Products previously installed or currently on order or being maintained under this Contract.

Sourcewell

Hyster-Yale Materials Handling, Inc.

Signed by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/11/2024 | 9:23 AM CDT

DocuSigned by:

By: 686F7BA906B2477...
Chuck Pascarelli
Title: President Americas
Date: 9/11/2024 | 6:03 AM PDT

RFP 053024 - Forklifts, Lift Trucks with Related Products and Services

Vendor Details

Company Name: Hyster-Yale Group, Inc.
Address: 1400 Sullivan Drive
Greenville, NC 27834
Contact: Carl Traub
Email: carl.traub@hyster-yale.com
Phone: 252-347-5724
Fax: 248-287-4500
HST#:

Submission Details

Created On: Thursday April 11, 2024 07:48:39
Submitted On: Thursday May 30, 2024 14:01:32
Submitted By: Elizabeth Brooks
Email: elizabeth.brooks@hyster-yale.com
Transaction #: 35698aa5-1912-4ac5-a66e-af9b1d6a183b
Submitter's IP Address: 69.26.48.45

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Hyster-Yale, Inc., designs, engineers, manufactures, sells, and services a comprehensive line of lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Nuvera Fuel Cells, LLC, is an alternative power, technology company focused on the design, manufacture and sale of hydrogen fuel cell stacks and engines. Nuvera supplies fuel cell engines to Hyster Yale Group for integrated lift truck engines. It also supplies fuel cell stacks and engines to external customers, integrators, and partners who use them to develop clean energy power solutions.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	We go to market with our two lift trucks brands Hyster Trucks and Yale Lift Truck Technologies.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 30076 UID: D8QCWPDLPN98
5	Proposer Physical Address:	Americas Headquarters, 1400 Sullivan Drive, Greenville, NC 27834
6	Proposer website address (or addresses):	www.hyster-yale.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Chuck Pascarelli, President Americas, 1400 Sullivan Drive, Greenville, NC 27834, chuck.pascarelli@hyster-yale.com, 252-931-5475
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Josh Sheppard, Sales Account Representative, 1400 Sullivan Drive, Greenville, NC 27834, josh.sheppard@hyster-yale.com, 252-420-8192
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Carl Traub, Manager, Government Sales, 1400 Sullivan Drive, Greenville, NC 27834 carl.traub@hyster-yale.com, 252-347-5724

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Company's history has been marked by innovation in the Hyster ® and Yale ® brands that have helped power the industry forward. Yale was responsible for introducing the industry's first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company's MONOTROL ® pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today. Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks. Yale brand history officially begins when Yale & Towne purchases the C.W. Hunt Co. of Staten Island, NY, which had developed the industry's first battery-powered low-lift platform truck in 1919. This same year, Yale & Towne launches a new battery-powered low-lift platform truck and a range of high-lift platform trucks, tow tractors and one of the first lifting trucks with tilting forks. The Willamette-Ersted Company was founded in Portland, OR, as a manufacturer of winches and lifting machines for the timber industry. Legend has it that loggers using the equipment would cry out "hoister" as they prepared to lift a load. The

expression, spelled out as Hyster, sticks, marking the beginning of the storied Hyster lift truck history. In 1944, The Willamette Hyster Company formally adopts the name Hyster Company and continues to build on its reputation for durable and often massive lifting machines. During World War II the company's products are distributed overseas. The international presence helps establish a global network of manufacturing plants and dealer organizations.

In 1985 North American Coal Company purchased Yale and in 1989 it purchased Hyster Company to form a new company NACCO Material Handling Group (NMHG) to integrate and manage the two companies as one.

In 2004, all NMHG facilities are awarded ISO 9001:2000 quality accreditation.

Following this, both the Hyster® and Yale® brands begin to roll out a complete new generation of ICE (internal combustion engine) trucks, with a modular design platform and innovative features, providing unprecedented reliability and value to users.

As warehousing and distribution hubs grow worldwide, the Hyster® and Yale® brands introduce the sophisticated VNA (very narrow aisle) truck, featuring a unique quad mast design. Both the Hyster® and Yale® brands later introduce a new generation of Electric Counterbalance trucks, which continues the Company's strategy of modular design and innovation, while offering customers both outstanding performance and significant savings in operational costs.

In 2012, Hyster-Yale Materials Handling, Inc. formed as an independent public company following spin-off by NACCO Industries, Inc. and in January 2016, NMHG changes its name to Hyster-Yale Group to reinforce its position as the operating company under Hyster-Yale Materials Handling, Inc.

In December 2014, NMHG, Hyster-Yale's operating company, acquires Nuvera Fuel Cells, LLC, an alternative-power technology company focused on fuel cell stacks and engines, on-site hydrogen production and dispensing systems.

Hyster-Yale Group in 2016 completes the acquisition of Bolzoni S.P.A., a leading worldwide provider of attachments, forks and lift tables under the Bolzoni Auramo® and Meyer® brand names.

Hyster-Yale's vision is to transform the way the world moves materials from Port to Home. This transformation includes engaging the imagination and creativity of the Company's employees to lessen the impact of material movement on people, the environment and the economy. The vision is supported by a customer-centric mission based on delivering two promises: (1) thoroughly understanding customer applications and offering optimal solutions that will improve productivity at the lowest cost of ownership, and (2) providing exceptional customer care by never letting the customer down and by creating increased value from initial engagement through the product lifecycle and on to the next ownership experience.

Hyster-Yale participates in attractive global markets that support solid long-term growth potential. Success in these markets revolves around delivering the customercentric solutions which are at the core of Hyster-Yale's mission. To meet specific customers' materials handling needs, the Company, through its subsidiaries, offers a full line of high-quality, application-tailored lift trucks and solutions, including attachments and hydrogen fuel cell powered products, as well as telematics, automation and other technology-driven services. The Company is focused on ensuring it has the right products and the necessary infrastructure to fully serve its customers. In addition, it operates using a differentiated business model that is built around deploying limited capital efficiently to generate high returns. As a result, Hyster-Yale makes investments in its areas of expertise, while minimizing capital deployed by partnering with exclusive, independent dealers and "center of gravity" suppliers, as well as through joint ventures with financial partners.

The Company believes this approach can generate a 7% operating profit margin, which should in turn support a targeted Return on Total Capital Employed (ROTCE) of greater than 20%. In 2023, the Company met its capital return objective, reporting a ROTCE of 20.2%. 2023's consolidated operating profit margin improved to 5.1%. Further progress, however, will be needed to achieve and sustain the targeted level across the business cycle. Hyster-Yale is confident that its structure will allow it to deliver on its two promises since each business has built strong competitive advantages that will allow it to fully participate in the relevant markets. Once each business engages customers, the customer's needs can be translated into a value proposition that can deliver the individual customer's desired results and experience.

In general, the Company's core lift truck market grows at a rate just above GDP levels. After a period of significant expansion in 2021 and 2022, this market pulled back in 2023. Other global trends provide opportunities for the Company's three businesses to expand even more rapidly. These trends, largely concentrated around productivity, employee safety, labor shortages, electrification, information as a service and low-cost competition, provide Hyster-Yale with opportunities to adapt and grow. Hyster-Yale has five core strategic initiatives focused on addressing these trends.

These strategies are designed to interact and create unique and sustainable competitive advantage over time. Hyster-Yale's five strategies are to: (1) Provide the lowest cost of ownership while enhancing productivity for customers, (2) Be the leader in the delivery of industry- and customer-focused solutions, (3) Be the leader in independent distribution, (4) Be the leader in the attachments business, and (5) Be a leader in fuel cells and their applications. Collectively, execution of these strategies is projected to increase market share and generate profitable growth, resulting in higher volume and operating margins at the Lift Truck and Bolzoni

		businesses and increased bookings and shipments at Nuvera. Each business has key projects to execute these strategies and, as a result, achieve our growth objectives. Many of these projects are interrelated and all focus on revenue and profit growth, increased cash generation and accretive capital deployment. Succeeding in one should foster success in others, with each building on the others to provide sustainable competitive advantage over time.	
11	What are your company's expectations in the event of an award?	If awarded, Hyster-Yale will be able to offer a wide array of products that fall within the scope of the products requested in this RFP. Hyster-Yale will collaborate with Sourcewell to foster a strong partnership and consultative relationship with Sourcewell to provide its members the best option for all their material handling equipment and service needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Hyster-Yale had an excellent 2023, building on positive momentum that began in late 2022. We expected a strong recovery, and we believe we delivered. The company's robust performance was built on its core capabilities. Hyster-Yale met its capital return objective, reporting a ROTCE of 20.2%. 2023's consolidated operating profit margin improved to 5.1%. Other notable achievements in the Lift Truck segment of the business include shipping the remaining low-margin 2021 and 2022 backlog units early in the year and the combination of shipping higher margin backlog units throughout most of 2023 combined with a steadily improving price-to-cost ratio which led to significantly improved product margins. This generated significantly higher cash from operations compared with 2022. We include our 2023 Annual Report with selected financials for your review in the supplemental documents selection.	*
13	What is your US market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names, mainly to independent Hyster® and Yale® retail dealerships. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. We are a market leader in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	Hyster-Yale, Inc. is a leading global designer, engineer, manufacturer, seller, and servicer of a complete line of electric, warehousing, and internal combustion engine lift trucks and aftermarket parts marketed globally primarily under the Hyster® and Yale® brand names. Our trusted Canadian independent dealer partners are Wajax Corporation and Alta Material Handling. Hyster-Yale's economic engine is driven by unit volume, and its worldwide distribution strength drives market share and total volume. As in the US, we are a market leader in Canada. We service the area as the North American Sales and Service Region.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	We have not petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Hyster-Yale is a manufacturer of material handling equipment. We sell our products through two channels: first, by working directly with major accounts - large customers with centralized purchasing and geographically dispersed operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. Hyster-Yale works diligently to develop business with major accounts and will continue to increase direct engagement with these customers. In 2023, Hyster-Yale's major account business grew to 19% of lift truck unit sales, up from 17% in 2022. The Lift Truck business is investing in additional resources to expand these programs across all regions and a broader population of potential key accounts. A core strategy of Hyster-Yale is to be the leader in independent distribution. Hyster-Yale continues to work closely with its independent dealer partners to expand the scale, capabilities, and dual Hyster® and Yale® brand representation of the independent dealer network. Hyster-Yale is also working with its dealer partners, through systematic collaboration, to maximize participation in all market segments. The authorized independent dealer partners in our network support these major customers by providing aftermarket parts and service on a local basis. In addition to selling new lift trucks, this global accounts program markets services, full maintenance leases, and fleet management.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Americas and EMEA manufacturing operations subscribe to ISO 14001 and ISO 18001 Safety and Environmental Management Systems. The primary goal of these Management systems is around continuous improvement, identifying risk, and managing to reduce or eliminate said risk. Hyster-Yale facilities are also QMS ISO 9001 certified. Hyster-Yale strives for continuous improvement and gathers data from a variety of sources including Customer feedback, Warranty data, Engineering, Sales & Marketing feedback and feedback from our independent dealer partners. Data is used to establish metrics and detect emerging opportunities or risks to Hyster and Yale products and services as well as to gauge overall performance. Cybersecurity and Compliance aligns with the NIST CSF 1.1 framework. In addition, the following certifications are actively held by several Cybersecurity and Compliance employees: CISM, CDPSE, CRISC, CSXF, CGEIT.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We have not been suspended or debarred in the past 10 years.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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<p>19</p>	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>MHPN Reader's Choice Product of the Year 2023, 2022, 2021, 2020, 2019, 2018, 2017 Each year, the readers of Material Handling Product News vote on industry-leading products from 14 different categories. Most recently, the readers voted the Yale ERP-VTL/VFL integrated lithium-ion forklift series as the top product in the lift trucks and accessories category.</p> <p>Fast Company Innovation by Design Awards 2023 Each year, the Fast Company Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, Yale received an honorable mention for Yale Reliant™ operator assistance technology, which automatically intervenes to help operators avoid potential hazards and reduce the risk of forklift safety incidents in the warehouse. Each year, Fast Company's Innovation by Design Awards honor the designers and businesses solving the most crucial problems of today and anticipating the pressing issues of tomorrow. In 2023, the judges selected the hydrogen fuel cell-powered top pick container handler from Hyster as a finalist in the sustainability category, honoring the first-of-its-kind equipment and its pilot program at the Port of Los Angeles.</p> <p>Industrial Designers Society of America's International Design Excellence Awards 2023 The International Design Excellence Awards (IDEA) recognize exceptional achievement in design, measured by design innovation, aesthetics and benefits to the user, brand and society. In 2023, Yale was named a finalist in the commercial and industrial products category for the ERC050-060VGL, a lift truck completely designed around a fully integrated, space-saving lithium-ion battery pack for maximum comfort, convenience and performance.</p> <p>Edison Award 2023,2020 Established in 1987, the Edison Awards™ is among the most prestigious accolades honoring excellence in new product and service development, marketing, design and innovation. In the 2023 awards program, Yale took home the silver for Yale Reliant™, an advanced operator assistance technology that helps reinforce safe operating practices by automatically adjusting lift truck performance in real time. The Edison Awards honor some of the most innovative products and business leaders in the world. In 2023, a silver award in the "Improved Location Sensing" category was awarded to Hyster Reaction™, a first-of-its-kind operator assist system that supports forklift operating best practices to help limit risk of incidents like crashes or tip overs.</p> <p>WORLD HYDROGEN AWARDS 2023 The World Hydrogen Awards celebrate companies and individuals who are driving the hydrogen industry forward through innovation, partnerships and commercial advances. In 2023, Hyster was selected as one of four finalists in the industrial application category for designing and manufacturing the world's first top-pick container handler powered by hydrogen fuel cells (HFC).</p> <p>Inbound Logistics Top 75 Green Supply Chain Projects (G75) 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012 Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond to prioritize green initiatives and help global supply chains become more sustainable. In 2023, Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler.</p> <p>GOOD DESIGN AWARD The Chicago Athenaeum has spent more than 70 years recognizing and honoring manufacturing products and industry leaders who push the envelope with competitive and innovative products by presenting the GOOD DESIGN Award. In 2023, Hyster received the award for the Hyster® H40-70A forklifts, which offer robust standard features that help to improve operator comfort throughout shifts, keep total cost of ownership low and bolster operator confidence and productivity.</p>
<p>20</p>	<p>What percentage of your sales are to the governmental sector in the past three years</p>	<p>Hyster-Yale has a long history of working with all sectors of the United States Government. Over the last three years (2021, 2022, 2023), 0.9% of retail shipments have been to the government.</p>

21	What percentage of your sales are to the education sector in the past three years	0.15% of retail shipments have been to educational institutions over the last three years (2021, 2022, 2023).	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Hyster-Yale currently has over 14 cooperative agreement(s) in place. These multi-member buying groups and partnerships are working with great success. Many of which have been in existence for a significant number of years and continue to grow. Part of the success of the partnership is the privacy protection we honor by not disclosing names or details of these agreements.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were awarded contract 47QMCA20D001G from March 2020 through March 2025. Before 2020, we had worked GSA for the Hyster brand through a dealer rather than factory direct. Yale was factory direct.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*
Hyster-Yale is a leader in the Material Handling Industry and as such enjoys a diverse customer base. We provide solutions for customers in retail, durable goods, and ecommerce, and as well as other industries. We partner with them to find the right solution for their unique needs. They rely on us and our lift trucks to get the job done and keep their businesses moving. They also rely on us to respect their privacy. We honor that commitment and hold all customer names and company information as confidential and proprietary. We as a matter of policy do not distribute this information.	N/A	N/A	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Anonymous	Government	North Carolina - NC	Speciality Electric Counterbalanced (Various US Locations)	80	Over \$7.5M
Anonymous	Government	North Carolina - NC	Electric Counterbalanced, Diesel Counterbalanced, Container Handlers (OCONUS)	158	Over \$11M
Anonymous	Government	North Carolina - NC	Specialty Diesel Counterbalanced (Various US Locations)	104	Over \$7.5M
Anonymous	Government	North Carolina - NC	Speciality Electric Counterbalanced (Various US Locations)	101	Over \$9M
Anonymous	Government	North Carolina - NC	Walkie Pallet Trucks, Orderpickers, Reach Trucks, Electric Counterbalanced, LPG Counterbalanced (Global)	96	Over \$1.7M

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	The Hyster-Yale sales to Sourcewell members is managed at the corporate level by the assigned Major Account team. This team consisting of Josh Sheppard, Sales Account Rep, Carl Traub, Major Account Manager, and Ken Kinsella, Major Account Director, will all work with the nationwide sales force within our dealer network on behalf of Sourcewell Members. This network consists of approximately 1800 sales and aftermarket sales representatives.

27	Dealer network or other distribution methods.	<p>Hyster-Yale sells products through two channels: first, by working directly with major accounts - large customers with centralized purchasing and geographically dispersed operations across several dealer territories, and second, by selling through Hyster-Yale's exclusive, independent dealer network. We pride ourselves on being the leader in independent distribution. Relevant to the addition of container handlers in the Sourcewell Member offering, Hyster-Yale has expanded global sourcing options for our Big Truck Line, including container handlers providing customers with time-efficient delivery of Big Trucks that meet a broader variety of customer applications. The Hyster-Yale Independent dealer network consists of 26 ownership groups with over 301 branch facilities across the United States and Canada. Each ownership group is assigned a geographic territory as their area of business. These branches include approximately 1,800 sales and aftermarket sales representatives and they cover all the sales/aftermarket opportunities in their defined territory.</p> <p>Dealers are required to submit a comprehensive dealer business plan focusing on the following key areas:</p> <ul style="list-style-type: none"> -Customer Service, both parts and service, evaluated and measured with a monthly customer surveys – Net Promoter Score -Registered and trained technicians evaluated by numbers/coverage areas and certifications -Rental fleet right sized to meet the local market demands for correct models and specs, aged properly and reviewed annually -Service responsiveness is evaluated annually -Planned Maintenance completions for customers in measured annually -Parts inventory available and support products for the customer population is also reviewed annually -Proper new inventory levels on hand/on order to meet local customers needs -Facilities and tools evaluated as an integral part of dealer agreement and business plan for both quality and location -Safety Policies and Procedures reviewed annually- ISN -Proper Insurance coverages are also a requirement as a part of the dealer agreement -Review of all key management talent and planning for succession is discussed annually -Financial results are an annual part of the review / absorption and working capital -Also quarterly reviews are an integral part of the review process with Key factory staff 	*
28	Service force.	<p>The HYG dealer network in the United States has just over 4,200 certified technicians available to service forklifts. These would be both resident dealer technicians as well as field service technicians. They utilize the over 4,200 service vans and transport vehicles as they conduct their regular service work. Additionally, Hyster-Yale has a highly trained cross-functional internal team of Field Service Engineers, Consultative Insights Managers, Product Integration Engineers, and other Service Satisfaction experts ready to deliver white glove treatment.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>Members will request a quote through the local dealer. They can also come direct to the Hyster-Yale sales team. The dealer will visit the site for an application survey, if needed. The dealer will then provide all the detail to the Hyster-Yale sales team to create a proposal with Sourcewell pricing for presentation to the Sourcewell member. Any resulting order would be issued directly to Hyster-Yale by the Sourcewell member. The dealer will deliver ordered products and complete familiarization training. If there are any additional parts, maintenance or OSHA certified training needed, the dealer will also coordinate this on a local level.</p> <p>For Canadian members, note that Hyster-Yale will be the Importer of Record with PO's reflecting Hyster-Yale Canada ULC rather than Hyster-Yale, Inc. Just as in the United States, our Canadian dealers will handle prep and local delivery.</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>As an ISO 9001/14001 certified organization Hyster-Yale Group, Inc. has a comprehensive customer satisfaction measurement program in which we utilize a third party to assess both dealer and end-user satisfaction. The main objective is to improve customer retention by identifying areas with the highest direct impact on overall satisfaction and administer changes where in the eyes of the customer, changes are needed.</p> <p>Customers receive (via email or US Mail) a new product satisfaction survey 30-45 days after a unit is delivered. The survey includes questions related to delivery and condition of the unit, overall equipment and dealer satisfaction, and Net Promoter Score. Results are reviewed internally and with dealers on a regular basis and follow-up is completed where necessary. Results are used to improve processes and are incorporated into product strategy decisions.</p> <p>Finally, in 2024 Hyster-Yale will be managing an enhanced customer care program by leveraging the combined strength of itself and its dealers. Through a highly connected systems and process approach, the two should be able to jointly better deliver on its promised customer experience.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Hyster-Yale will make the full line of Hyster and Yale forklift products available to Sourcewell participating activities. This will include all the commercial price list available models in the complete Class I through Class V offerings and Container Handlers.</p>	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As with the US, Hyster-Yale has an independent dealer partner network across Canada that is set to sell and service the Hyster and Yale forklift product lines.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We offer service covering the United States and Canada with over 1200 service locations covering North America.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Hyster-Yale is not aware of any restrictions to service the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions. Products ordered for Alaska and Hawaii would be shipped to a west coast port. Pricing quotations for these locations would include the additional freight charges needed to get the forklifts to the final customer location.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Promotion and marketing strategy is multi-layered, with elements of brand marketing as well as strategic marketing focused at industry, buying group, or account levels. Additionally, we leverage the marketing arms of our nation-wide dealer network for an “as-one” approach that allows us to multiply the effectiveness of our brand marketing efforts by providing dealer marketing assets through our dealer marketing team and dealer marketing platform, which allows the dealer body to execute promotion and marketing efforts at a local level that align with the messaging, look and feel of the Hyster and Yale brands. A third marketing resource that is unique to Hyster-Yale is the dedicated internal Business Development group. This team of Business Development Representatives (BDRs) reaches out to customer locations to identify decision makers with any current or future needs. They deliver Industry and persona based messaging with the goal of booking meetings between the customer, local Dealer account rep, and factory Major account manager. The BDR team drives pipeline growth and accelerates the sales cycle. Sourcewell members contract would qualify for all levels of promotion and marketing that Hyster-Yale offers.</p> <p>Brand and Industry Marketing: Typical brand marketing campaigns utilize a comprehensive array of assets and executions to proliferate awareness and drive leads and contacts for the sales organization. Marketing efforts include (when relevant):</p> <ul style="list-style-type: none"> • Landing page (Hyster Yale) • Industry landing pages (Hyster Ports & Terminals Yale Food Distribution & Cold Storage) • Promotional videos (Hyster Yale) • Social media posts on LinkedIn, Twitter, Facebook (Hyster LinkedIn Yale LinkedIn) • Targeted industry media placements (Hyster Yale) • Thought leadership (Hyster Yale) • Educational and Product Webinars (Hyster Yale) • Award submissions and promotions (Hyster Yale) • Press Releases (Hyster Yale) • Hero panels • Sales flyers • Email campaigns • Programmatic ad campaigns • Trade show, conference attendance <p>Buying Group/ Account-based Marketing: In addition to utilizing the brand and industry marketing efforts listed above, Hyster-Yale runs campaigns specifically targeting buying groups with the same tactics. Additional buying group/ account-based marketing activity includes (when applicable):</p> <ul style="list-style-type: none"> • Customized landing pages • Custom brochures (similar to the RFP Supplement provided with this RFP response) • Invite-only webinar events tailored to specific audiences • Attendance at conferences and conventions • Inside sales cadences • Targeted programmatic and social ad campaigns • Targeted email campaigns • Dealer spotlight calls to educate on contract, accounts, terms and conditions of opportunity

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Hyster-Yale has invested in digital transformation to improve marketing deployment as well as marketing intelligence. In addition to UTM tagging on digital advertising, we have deployed an array of platforms specifically designed to help us understand customer journeys from marketing awareness through consideration to purchase. We are able to understand account activity on our brand websites, make connections to specific campaign activity and engagement, and have licensed a platform that allows us to discern off-site intent activity that indicates an account's interest and research as it relates to materials handling and operational pains. Finally, a targeted programmatic platform allows us to target specific accounts and personas within those accounts so that our ads are personalized and topical when combined with other intelligence. All of this paired with traditional marketing activity and visualized through campaign dashboards allows us to engage sales with SQLs at the right time and gives us the intelligence necessary to pivot messaging in real time.</p> <p>In addition to the above, custom landing pages are available for buying groups to provide a tailored marketing journey, serving introductory materials and thought leadership for accounts still in the investigative stage. We deliver the URL to these pages via buying group intranets.</p>	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Expectations are that Sourcewell will announce the new contract to its members and pass along the full contract benefits they can see from actively using the contract. It is expected that Sourcewell will be an active partner to collaborate with Hyster-Yale to market products offered on both the Hyster-Yale network as well as their own. Sourcewell has done well to grow the business and continually add members and contracts. Existing marketing methods appear to be moving well and it would be expected to continue. Invitation to trade shows, conferences, or meetings would be helpful to raise membership awareness. Custom Sourcewell landing pages, customer events and webinars should be promoted by Sourcewell in collaboration with Hyster-Yale so that members have confidence in the value of the Sourcewell contract and Sourcewell's endorsement of these value-added opportunities to learn about Hyster and Yale products and solutions.</p> <p>Hyster-Yale has extensive experience in buying groups that serve a diverse array of industries and has executed marketing activities listed in this RFP successfully. This contract is much like existing contracts held by Hyster-Yale, so Sourcewell can be confident that Hyster-Yale will not have a long adjustment period and will utilize the contract with forklift customer immediately.</p>	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Hyster-Yale recently ran a pilot e-procurement simulation. Although there is opportunity to enhance that pilot, specifying a forklift is a detailed process with factors such as application, load, environment, motive power, etc. factoring into the best lift truck for the customer's job. Hyster-Yale account managers, pricing department, and dealers are best equipped to turn requests for pricing into meaningful quotes for our accounts so that we have the best opportunity to add value to the sales process. At this time, we do not have an online e-procurement ordering process that would allow the same benefits. We could offer to provide "common specification" information to procurement teams at specific accounts after completion of application surveys and first quote to enable speed to order. This would be completed on account and location-based terms.</p> <p>Hyster-Yale does offer online parts ordering for registered accounts via hysourceparts.com. On this e-procurement platform, individuals may identify the right part, using interactive diagrams and technical information, and place an order for direct delivery or will call pick up at a local dealer. On this platform, users have multi-cart checkout functionality, which is suited to procurement teams managing several sites or cost centers. Parts may be searched and shopped by truck model, serial numbers, category, or keyword.</p>	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As Hyster and Yale products are delivered to Sourcewell member locations, an authorized dealer representative will be there upon delivery or other scheduled time to answer any questions and help operators familiarize themselves with the controls, etc. Maintenance training can be arranged and cost is determined dependent of number of potential attendees and the depth of training requested or required. Each authorized Hyster-Yale dealer partner has a certified training specialist that can assist in working with each location to determine the best solution to familiarize and certify operators. Several offer two or more different solutions depending on variety of units at the customer location and the depth of training needed for the operators. Materials/handouts are left with the customer to help complete the certification process. Follow-up course work can also be arranged as needed or personnel changes occur.</p>	*

<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>At Hyster-Yale, our goal isn't just to build the best lift trucks possible, but to create solutions that enable our customers to improve the overall efficiency and effectiveness of their businesses. Product development is informed, on-going, and proactive. Our wide global presence, among the largest of all material handling manufacturers, enables Hyster-Yale to commit the resources necessary to ensure our lift trucks are some of the most innovative in the industry. Hyster-Yale's talented and experienced design and test engineers have the industry's most advanced design tools and processes at their fingertips. Through its Hyster and Yale brands, Hyster-Yale possesses over 100 years of proven performance. Our history reflects the determination and excellence that make its brands what they are today. Our company history has been marked by innovation in the Hyster and Yale brands that have helped power the industry forward. Yale was responsible for introducing the industry's first battery-powered, low-lift platform truck, the first fluid coupling transmission, and the first hypoid drive axle. Hyster Company's MONOTROL pedal for speed and direction control was revolutionary when patented and introduced to the industry in 1959 and is still in production today.</p> <p>Today at Hyster-Yale that spirit of innovation is alive and well as we work to bring new and better technologies to market. This includes the use of hydrogen fuel cell technology and a new generation of electric counterbalance trucks.</p> <p>Our telemetry systems optimize materials handling by enabling our customers to know how their trucks and operators are performing, from individual trucks to entire fleets, at all times and in real time.</p> <p>Our Dynamic Stability System (DSS) provides lift truck operators with performance reductions and audible and visible alerts, all designed to promote safe operating practices. Our Operator Assist System (OAS), Hyster® Reaction™ and Yale® Reliant™, use a suite of technology to adjust lift truck performance based on real-time conditions and equipment status. This includes Advanced Dynamic Stability, Proximity Detection, Object Detection, and Collective Detection.</p> <p>Advanced Dynamic Stability (ADS) continuously monitors the combined center of gravity of the lift truck and the load it carries to automatically apply carefully measured performance adjustments to avoid abrupt shifts or jerks that can upset stability, adjustment of the lift truck performance for stable, steady movement, and real-time location sensing.</p> <p>Proximity Detection (PD) combined with ADS, provides 360 degree detection of other trucks and badged pedestrians. The system is governed to utilize speed requirements to help improve operator and pedestrian awareness while keeping the operator in control of the lift truck.</p> <p>Object Detection (OD) combined with ADS, detects objects when traveling in reverse with forks trailing.</p> <p>Collective Detection (CD) combines Advanced Dynamic Stability (ADS), Proximity Detection (PD), and Object Detection (OD) to create a robust operator assistance package. Hyster Reaction and Yale Reliant Collective Detection utilizes both 2D LiDAR sensors and ultra wideband (UWB) technology to identify potential obstacles.</p> <p>For customers who want to understand how they can benefit from automated systems, we work in collaboration with automation providers to deliver solutions for the use of Automated Guided Vehicles, assisting through evaluation to concepts, and implementation to maintenance.</p>
<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>At Hyster-Yale, we hold ourselves accountable at every level. From our headquarters to individual Hyster-Yale facilities, our corporate ethics help define who we are. We recognize a responsibility not only to our customers, dealers, and employees, but to the environment and the communities in which we live. We meet our corporate responsibility head-on with some of the industry's most proactive programs, addressing everything from the health and safety of our employees and customers to environmental sustainability.</p> <p>In 2016, we launched our 2026 Aspirations Program as a set of cost-effective, strategic initiatives focused on reducing the Company's impact on the environment. Our 2026 Aspirations Program helps guide us as we seek opportunities to conserve natural resources and protect our people, while enhancing the customer experience and supporting the communities where we operate. Through this program we aspire to: Reduce carbon emissions by 30%, Reduce VOC emissions from painting operations by 30%, Achieve zero waste to landfill at all sites, Reduce hazardous waste by 30%, Reduce water consumption by 20%, Offer alternatives that enable customers to cost-effectively reduce their carbon emissions, Reduce annual injury and illness rates to zero, Expand various programs supporting the communities in which we operate.</p> <p>For more information on our initiatives and programs please refer to our included Corporate Sustainability and Responsibility report and our Ecovadis Silver Medal which are both included as additional documents.</p>

43	<p>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.</p>	<p>HYG electric trucks provide the lowest energy consumption in their class according to a standardized VDI Energy cycle test. We achieve this through smart technology design such as:</p> <ul style="list-style-type: none"> - Regenerative brake system that recaptures energy during braking and lowering of loads - Smart hydraulic systems with a pump that only uses the energy needed - Energy efficient AC Traction motors - Extended shift setting for a customized combination of energy efficiency and performance - Weight reduction, while increasing drive train efficiency. <p>The available Environmental Package prepares HYG electric trucks to handle notoriously heavy-duty industries, such as lumber, dock yards, masonry, food preparation and handling, heavy manufacturing and recycling that traditionally could not take advantage of zero emission electric lift trucks.</p> <p>All Hyster® and Yale internal combustion (ICE) lift truck models meet or exceed California Air Resources Board (CARB) and EPA requirements. According to testing for the EPA and CARB, our lift trucks' emissions are among the lowest of any truck in the industry. Many of our diesel lift trucks are now available with advanced Tier 4(i) diesel engines which produce equivalent power from 'right sized' engines resulting in up to 15% less fuel consumption and reduced emissions. This technology has made its way into some of our largest capacity lift trucks with capacities up to 115,000lbs.</p> <p>Other ICE truck technology aimed at reducing environmental impact includes:</p> <ul style="list-style-type: none"> - Innovative electronic controlled transmission which significantly reduces tire and brake wear, reducing total tire usage - Regenerative Brake System that recaptures energy during braking and lowering of loads - On-demand Hydraulic System, which only pumps hydraulic oil when lifting/lowering load - Idle Management System which will automatically drop the engine's RPM and enter 'idle mode' to save fuel - Selectable operating modes that electronically optimize the truck's performance. eLo mode provides good performance while optimizing the engine for best fuel consumption. Hi-P mode provides higher productivity, and is still able to deliver excellent fuel economy - On demand cooling engages only when required, reducing energy consumption and noise - Optional Empty Seat Shut Down allows programming a truck to shut down the engine after the operator leaves the seat to reduce emissions and save fuel. <p>Every year, Inbound Logistics releases a carefully curated list of 75 companies that go above and beyond in maintaining a sustainable global supply chain with socially and environmentally friendly operations. Hyster was recognized among the G75 in 2023 for innovating clean power solutions to help operations in intensive industries like ports and manufacturing mitigate environmental impact and meet growing sustainability regulations and goals, including through the development of the world's first hydrogen fuel cell-powered top-pick container handler. Yale landed on the list for the 12th consecutive year for a rigorous focus on developing lift truck motive power solutions engineered to address the sustainability challenges of warehouses, including most recently through the expansion of our integrated lithium-ion lineup.</p> <p>Hyster-Yale has a commitment to engineering energy-efficient alternatives to predominantly diesel operated applications. We follow sustainable manufacturing processes and our manufacturing facilities are ISO 14001 certified, denoting the proper management of environmental goals.</p>
44	<p>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.</p>	<p>While we are not minority owned, we appreciate the question as supplier diversity is a value that we too share. We are committed to partnering with a diverse supplier base which can provide high-quality, innovative products while remaining cost competitive and maintaining volume flexibility. Further, we expect our own suppliers to actively seek out and provide opportunities for small businesses, small disadvantaged businesses or minority business enterprises, HUB zone businesses, women-owned small businesses, and veteran owned small and service disabled veteran-owned small businesses to participate in the subcontracts it awards to the fullest extent consistent with the efficient performance of its contract. By embracing social, environmental, and economic health in every part of our organization including our supply chain, we are helping contribute to solving challenges that impact our customers and our communities. As part of our work with the GSA we have made the goal that 21.40% of total spend be allocated to Small, VOSB, SDVOSB, HUBZone, SDB, and WOSB small business concerns. This goal does not apply only to spend for the GSA but all budgeted spend.</p>
45	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Hyster-Yale operates under a distinctly different business model...the creative model, It is a model that combines a customer driven design philosophy, with technology integration, and with an independent dealer partner network. It is a model that is not captive to vertically integrated designs, vertically integrated manufacturing systems, or vertically integrated supply chains. This allows us to be more nimble, more flexible, and to bring new products to market faster. It has allowed us to develop market leading products over the last decade with leading energy efficiency, productivity, ergonomics, all with the lowest cost of ownership. We believe that our innovative product and solution offerings and our distinct sales structure provide a differentiated competitive advantage over competitors. Hyster-Yale's scalable products and technology solutions provide the customer with the right product at the right price, while our industry- and customer-focused sales process connects Sourcwell's needs to the solutions that will solve your toughest challenges.</p>

Table 9: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation.</p> <p>Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first.</p> <p>Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available.</p> <p>See specific truck warranties in full detail in the uploaded documents section.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Yes. Hyster-Yale Forklifts - Standard Warranty - 12 Months or 2000 hours from date of installation.</p> <p>Additionally: For Thirty-six (36) months from the date of installation or 6000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace: 1) The drive unit, including all of its internal parts, drive, and hydraulic motors exclusive of seals and gaskets, traction controller, traction controller auxiliary module, hydraulic controller, steer controller(s), master controller, and steer motor found by Hyster not to conform to this warranty. C. For Sixty (60) months from the date of installation or 10,000 hours of operation, whichever comes first, Hyster will, at its sole option, repair or replace any part of the frame if found by Hyster not to conform to this warranty. D. Should this forklift be outfitted with optional Robotics, the Robotics system is covered under the same 12 month/unlimited hours as set forth in section A from date of final acceptance or 16 months from customer receipt of the forklift, whichever comes first.</p> <p>Hyster-Yale Aftermarket Parts - Hyster-Yale Warrants new parts sold to you by Hyster-Yale, to be free from defects in materials and workmanship at the time of sale. For six months from the date of installation, Hyster-Yale will, at its sole option, repair or replace parts found by Hyster-Yale not to conform to this warranty. Extended protection plans are also available.</p> <p>See specific truck warranties in full detail in the uploaded documents section.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Hyster-Yale will pay for travel time, but will not pay for mileage.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. However, in Alaska we do not have a full time dealership site established and we utilize a servicing network already in place.
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For the majority of the truck's component, Hyster-Yale covers the warranty. Exceptions include batteries and tires. See specific truck warranties in full detail in the uploaded documents.

51	What are your proposed exchange and return programs and policies?	<p>Our warranty claim process is if Forklift has a failure, customer reports failure to their local servicing dealer. The local servicing dealer diagnoses the failure to determine if possible warrantable failure.</p> <p>If dealer determines possible warrantable failure, the dealer will make the repair and file a warranty claim with Hyster-Yale. Hyster-Yale then will review claim to determine if failure is covered by the customer's warranty. If component/failure covered under customer's warranty claim will be approved. If not covered by the customers warranty claim will be denied. Hyster-Yale Group may request failed parts to be returned for failure analysis to determine cause of failed component. Parts that test no fault found or determined for have failed due to abuse, lack of maintenance, etc.(noted on the exclusions and limitations section of the warranty statements) may be rescinded or may not be covered under warranty.</p>	*
52	Describe any service contract options for the items included in your proposal.	<p>Service contract will be tailored to customer needs. The Hyster-Yale independent dealer partner network is as strong as any in the industry and has extensive experience maintaining and servicing equipment.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	<p>Hyster-Yale's standard payment terms are NET 30 days from the date the invoice is issued.</p>	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Members would have access to a range of financial options to meet needs of their specific budget. We partner with a wide range of leasing companies.</p>	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>Orders may be placed by either signing an investment proposal which will operate as an order, or by issuing a purchase order to Hyster-Yale.</p>	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	<p>Sourcewell members can use purchasing cards for equipment orders. There is no additional charge, however, members that opt for our 30 day payment terms are not eligible to pay with purchasing cards to settle those invoices.</p>	*

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 *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	The Hyster-Yale pricing model is a discount off the commercial price list basic truck. This is the practice used in our other Government contracts and this same pricing structure that would be passed along to Sourcwell members. This process is how we discount all our customer pricing and allows us to continually monitor the pricing to be sure we are passing along the proper pricing as it compares to other customers. The full model listing and associated pricing is attached in the document upload.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Hyster-Yale pricing structure is based on discount off commercial price list. The basic truck discount will range from 20% to 58%.
59	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcwell prices and percentage off discounts listed in our proposal are a maximum price for quantity 1 purchase. It is our experience that these type of purchases rarely are in large quantities. However, should there be an instance of larger multiple forklift requirement, we would offer additional percentage discounting on the basic forklift list price for order of 5+ units and 10+ volume orders as stated in our pricing document. See the pricing information included in the document upload for more detail by model.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Non-standard/special engineered products would follow the same discounting structure as price list optional equipment. Other outside purchased items would be priced at a cost plus a percentage margin basis.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pre-delivery inspection charges would follow the same standard set for the Hyster-Yale major accounts program. Other charges that may apply could include installation or assembly for units too large to ship fully assembled. These would be included with the quotation so there would not be any additional charges after delivery.
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	All freight cost to the local dealership are included in the pricing offered. Local freight and delivery charges would be consistent with our major account guidelines and would be included in the total price offered.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcwell members placing orders going to Alaska or Hawaii would be provided quotes including this charge. We utilize numerous freight companies and we would research and provide the best value option at time of quotation. Since we have consistent deliveries to these locations, we have established working relationships to gain favorable pricing structures which would be passed along to the customer.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Standard delivery method for Sourcwell member orders would be to deliver the forklift to the nearest authorized Hyster-Yale dealership where they will prep and coordinate the local delivery directly with the receiving location.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Hyster-Yale will follow the same favored pricing structure used for other Federal Government contracts currently in place.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Management's report on internal control over financial reporting: Management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of management, including the principal executive officer and principal financial officer, the Company conducted an evaluation of the effectiveness of internal control over financial reporting based on the framework in Internal Control -Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 Framework). Based on this evaluation under the framework in Internal Control - Integrated Framework, management concluded that the Company's internal control over financial reporting was effective as of December 31, 2018. The Company's effectiveness of internal control over financial reporting has been audited by Ernst & Young, LLP, an independent registered public accounting firm, as stated in its report, which is included in Item 15 of this Annual Report on Form 10-K and is incorporated herein by reference. Changes in internal control: During the fourth quarter of 2018, there have been no changes in the Company's internal control over financial reporting that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Hyster-Yale would track sales volume and compare to other similar contracts. This is a relatively straightforward analysis and can be done regularly to track progress. We certainly expect there to be a learning curve to get the message out to Sourcewell members that our products would be available, but that is expected to be a short process. Customer satisfaction is a high priority at Hyster-Yale and we track this by sending out customer surveys at various times to gauge initial reactions, meeting expectations and long term satisfaction. These customer metrics are a regular part of our business. Dealer involvement would be tracked to see how they are engaging with Sourcewell members as they request pricing and information regarding Hyster-Yale products.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Hyster-Yale is proposing the same general administrative/funding fee we currently provide to GSA on our Government schedule we hold which is 0.75% of the basic truck price. This would apply to all models offered and accounted and paid following the end of each quarter. By doing this we would utilize the same accounting and tracking methods to provide accurate and expedited completion.

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

Line Item	Question	Response *
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<p>69</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Hyster-Yale is a leading provider of forklift trucks and one of the best known names in the industry. We offer a comprehensive range of material handling equipment, from the largest container handlers and reach stackers, to nearly every type and size of industrial forklift truck, to special warehousing equipment. Our on-line Product Selector helps determine the right lift truck for an application.</p> <p>Expert consultancy and responsive local service are provided through a worldwide network of fork lift truck distribution partners. Together, a complete package of products and solutions helps improve efficiency, drive down costs and stream-line materials flow. Our on-line Dealer Locator finds the nearest Dealer.</p> <p>Both the Hyster and Yale history tracks major events over a period of more than 80 years in the development of a brand which has a presence today in over 130 countries.</p> <p>Hyster and Yale LPG and Diesel pneumatic tire forklift trucks have a world class reputation for strength and durability in the toughest of industry applications. The class leading forklift truck range incorporates efficient LPG and Diesel engines combined with a unique Duramatch transmission that helps improve operator productivity and reduces life time costs.</p> <p>Hyster-Yale's range of internal combustion cushion tire forklift trucks are feature rich and have been developed specifically for high lift applications in confined areas. These lift trucks deliver high levels of productivity, operator ergonomics and dependability.</p> <p>Hyster® high capacity forklift trucks have been designed to make light work of the heaviest loads and the toughest working conditions. With lifting capacities ranging from 36,000 to 105,821 pounds, Hyster® heavy duty forklift trucks are suitable lifting equipment for any heavy duty application with a variety of options.</p> <p>Hyster® container handlers offer exceptional performance and reliability. The Hyster® range of dedicated container handlers and ReachStackers offer material handling capacities up to 101,000 lbs, together with high reliability, exceptional performance and a low cost of operation.</p> <p>Energy efficient and productive 3 wheel electric forklift trucks. The range of innovative 3 wheel electric counterbalance forklifts are the most productive and energy efficient powered pallet trucks on the market suitable for indoor or outdoor operations.</p> <p>High performance and energy efficient 4 wheel electric forklift trucks. The Hyster and Yale range of innovative 4 wheel electric counterbalance forklifts are the most productive and energy efficient trucks on the market, ideal for a wide variety of demanding applications.</p> <p>Hyster® and Yale pallet trucks for dependable horizontal transportation. HYG offers an electric pallet truck to suit every intensive or light operation, delivering reliability, energy efficiency, performance, driver comfort, and low maintenance costs for the most demanding warehouse applications.</p> <p>Hyster® and Yale pallet stackers offer and efficient utilization of warehouse space. The range of pallet stackers and lifters deliver energy efficiency, high performance, driver comfort, and low maintenance costs for the most demanding warehouse applications. These warehouse stackers are ergonomically designed to maximize operator productivity when placing goods into low to mid-level racking.</p> <p>Hyster® and Yale tow tractors are high performing and cost effective warehousing solutions for line feed operations, ideal for the automotive and engineering industries and for any type of line feed operation.</p> <p>Hyster® and Yale reach trucks are suited for retrieving pallets at height in narrow aisles. These Reach Trucks are versatile and highly maneuverable and helps operators to put pallets away at height in narrow aisles. The wide range of models Hyster® and Yale reach forklift trucks and stackers feature powerful AC technology on traction, pump and steer motors to deliver superior performance and low cost of operation.</p> <p>Hyster® and Yale order pickers for easier, more accurate order picking. The range of high, medium and low level order pickers are designed to make the order picking process as easy as possible for the operator. The comprehensive range of order picker models and options extends the choice of truck configuration to provide the best solution for each customer's application and to maximize pick face access and warehouse space utilization.</p> <p>Hyster® and Yale very narrow aisle trucks meet the needs of high density storage operations. These very narrow aisle trucks enable operators to optimize storage capacity and efficiently retrieve pallets in high intensity operations. With a range of model configurations, mast options and lift heights to choose from, customers can select the right solution for their specific operation. Hyster® and Yale VNA trucks are the perfect solution for working inside very narrow aisles with very high racking.</p>
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70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Class I - Electric Motor Rider Trucks</p> <ul style="list-style-type: none"> - Counterbalanced 4-wheel cushion tire sit-down electric (30 models) - Counterbalanced 4-wheel pneumatic tire sit-down electric (40 models) - Counterbalanced 3-wheel cushion/pneumatic tire sit-down electric (12 models) - Counterbalanced 3-wheel cushion tire stand-up electric (6 models) <p>Class II - Electric Motor Narrow Aisle Trucks</p> <ul style="list-style-type: none"> - Narrow Aisle Sit Moving Mast Reach Electric (14 models) - Narrow Aisle Stand-up Single Reach Electric (10 models) - Narrow Aisle Stand-up Double Reach Electric (6 Models) - Orderpicker - Man-up Counterbalanced Electric (4 models) - Orderpicker - Man-up Staddle Electric (2 models) - Orderpicker - Man-up Furniture Electric (2 models) - Very Narrow Aisle Man-up Turret Truck Electric (4 models) - Enclosed End Rider Pallet Electric (4 models) <p>Class III - Electric Motor Hand Trucks and Hand Rider Trucks</p> <ul style="list-style-type: none"> - Low Lift Walkie Pallet Electric (8 models) - Low Lift Walkie/Rider Pallet Electric (6 models) - Low Lift Center Rider Pallet Electric (4 models) - Stand Drive Tow Tractor Electric (8 models) - Walkie Stacker Straddle Electric (6 models) - Walkie Stacker Counterbalanced Electric (6 models) - Walkie Stacker Reach Electric (4 models) - Multi-Level Orderpicker Electric (6 models) <p>Class IV - Internal Combustion Engine Trucks (Solid/Cushion Tires)</p> <ul style="list-style-type: none"> - Counterbalanced 4-Wheel Sit-down IC - Cushion (34 models) <p>Class V - Internal Combustion Engine Trucks (Pneumatic Tires)</p> <ul style="list-style-type: none"> - Counterbalanced 4-Wheel Sit-down IC - Pneumatic (38 models) - High Capacity Counterbalanced 4-Wheel Sit-down IC - Pneumatic (50 models) <p>Class V – Internal Combustion Container Handlers (Pneumatic Tires)</p> <ul style="list-style-type: none"> - Empty Container Handler IC - Pneumatic (10 models) - Laden Container Handler 4-Wheel Sit Down IC - Pneumatic (2 models) - Reach Stacker - Container Handler (7 models)
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Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
71	Class I: Electric Motor Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	HYG offers a full line of 3-wheel and 4-wheel line of electric cushion and pneumatic tire counterbalanced electric forklifts.
72	Class II: Electric Motor Narrow Aisle Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Hyster® and Yale® narrow aisle reach trucks are designed to increase productivity as much as 7% per truck, per shift and use 20% less energy than competitive models, while providing exclusive ergonomic features and simple, cost-effective service.
73	Class III: Electric Motor Hand Trucks or Hand Rider Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	HYG offers full line of electric low lift walkies, walkie/riders, center riders and tow tractors.
74	Class IV: Internal Combustion Engine Trucks (Solid/Cushion Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	HYG offers a full line of Cushion tire IC engine counterbalanced forklifts.
75	Class V: Internal Combustion Engine Trucks (Pneumatic Tires)	<input checked="" type="radio"/> Yes <input type="radio"/> No	HYG offers a complete line of pneumatic tire counterbalanced forklifts.
76	Class VI: Electric and Internal Combustion Engine Tractors	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not manufactured by Hyster-Yale. May be offered via dealer network.
77	Class VII: Rough Terrain Forklift Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not manufactured by Hyster-Yale. May be offered via dealer network.

78	Container Handlers (Reach stackers, loaded or empty container handlers)	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Hyster® and Yale ® high capacity forklifts are the ultimate tough trucks for the most demanding areas of your operation. These internal combustion high capacity lift trucks offer lifting capacities from 19,000-105,000 pounds and deliver a combination of ergonomics, power and durability in a robust platform designed for the most demanding duty cycles. Hyster® and Yale ® heavy duty forklifts can be used in many industries and applications from lumber yards to ports, shipyards, concrete plants, paper, forest products, produce, steel mills, and countless other industries.. The Hyster® range of dedicated container handlers and reach stackers offer material handling capacities from 15,000 to 101,000 lbs. These loaded container handlers and empty container handlers are an excellent choice for moving shipping containers in Intermodal terminals, shipyards, and port applications. Through a continuous product development program, Hyster® and Yale ® material handling equipment benefit from technological advances that can significantly reduce cost of ownership and maximize operational efficiencies</p>
79	Forklift, lift truck and container handler accessories, attachments to the extent that the solutions are complementary to the offering of 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Bolzoni S.p.A. is a leading worldwide producer of attachments, forks and lift tables marketed under the Bolzoni®, Auramo® and Meyer® brand names. Bolzoni also produces components for lift truck manufacturers. Bolzoni products are manufactured in the United States, Italy, China, Germany and Finland. Through the design, production and distribution of a wide range of attachments, Bolzoni has a strong presence in the niche market of lift truck attachments and industrial materials handling.</p>

80	Related services complementary to the offering of the solutions described in Sections 71-78 above	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Hyster-Yale Fleet Management is a leader in the industry, using a consultative approach to managing your fleet. Utilizing the data Hyster-Yale Fleet has collected, across our 75 plus customers and fleet size of over 76,000 assets, from a multitude of industries, Hyster-Yale Fleet Management is able to provide data driven recommendations designed to drive continuous improvement for your operations at the lowest cost of ownership based on equipment lifecycle, replacement analysis and other key cost metrics. Both customer and dealer performance are measured and discussed during Quarterly Business Reviews. In addition, the backbone of our fleet management program is our dealer support network. We start by positioning 200 dealer locations near your facilities throughout North America. With access to over 4,000 trained technicians, you are assured your fleet is being serviced by experienced technicians. Authorized Hyster and Yale dealer partners have years of experience servicing other makes of lift trucks and material handling equipment and have immediate access through our Unisource® parts program to over 3.4 million parts and accessories covering over 40 brands of material handling equipment. With our Hyster-Yale Fleet Maintenance portal, our customers can easily access data such as equipment inventory, maintenance history and work order summary by serial number. With defined reporting practices, a long history of providing solutions, and personnel who understand equipment we will promote uptime and productivity to your operations. We use data driven from service events to define utilization, cost, and recommend solutions based on a specific industry experience. These reports make it easy for our customers to track and report maintenance costs for each asset.</p>
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - 01 Hyster-Yale Pricing May 2024 Sourcewell - Final.pdf - Thursday May 30, 2024 10:38:43
 - [Financial Strength and Stability](#) - 02 HY_AR_2023.pdf - Thursday May 30, 2024 10:38:58
 - [Marketing Plan/Samples](#) - 03 Sourcewell RFP 2024 Marketing Plan Outline.pdf - Thursday May 30, 2024 10:39:11
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 04 Warranties.pdf - Thursday May 30, 2024 10:39:25
 - [Standard Transaction Document Samples](#) - 05 Sourcewell RFP Quote Example.pdf - Thursday May 30, 2024 10:39:37
 - [Requested Exceptions](#) - 06 Contract_Template_Forklifts_RFP_HYG.docx - Thursday May 30, 2024 13:47:15
 - [Upload Additional Document](#) - 07 Sourcewell 2024 RFP Supplement.pdf - Thursday May 30, 2024 14:01:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Josh Sheppard, Sales Account Representative, Hyster-Yale Group, 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 obligations contemplated in the solicitation proposal.

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_2_Forklifts_Lift Trucks_RFP053024 Thu May 23 2024 09:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_Forklifts_Lift Trucks_RFP053024 Fri April 12 2024 08:51 AM	<input checked="" type="checkbox"/>	1