



Solicitation Number: 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Hyundai Construction Equipment Americas, Inc., 6100 Atlantic Boulevard, Norcross, GA 30071 (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 Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

3. Use; Quality Control.

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

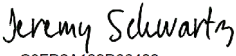
22. CANCELLATION


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

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


Sourcewell

Hyundai Construction Equipment Americas, Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:29 PM CDT

DocuSigned by:

By: 0DB189345C6749A...
Mike Ross
Title: Senior VP of CE Sales & Service
Date: 4/5/2023 | 5:28 AM PDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 4/5/2023 | 7:33 AM CDT

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name: Hyundai Construction Equipment Americas, Inc
Does your company conduct business under any other name? If yes, please state: GA
Address: 6100 Atlantic Blvd
Norcross, GA 30071
Contact: Beth Allen
Email: beth.allen@hyundaiamericas.com
Phone: 678-823-7859
Fax: 678-823-7859
HST#: 16-1193241

Submission Details

Created On: Monday November 21, 2022 10:06:46
Submitted On: Sunday January 15, 2023 10:14:34
Submitted By: Beth Allen
Email: beth.allen@hyundaiamericas.com
Transaction #: 223474c1-bd08-4d5e-aff7-e0b487fcab9
Submitter's IP Address: 174.80.191.198

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")	Hyundai Construction Equipment Americas, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	HCEA has no subsidiary entities. All product distribution is carried out by our network of authorized dealers that are independently owned and operated.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1UCD4
5	Proposer Physical Address:	6100 Atlantic Boulevard Norcross, GA 30071
6	Proposer website address (or addresses):	www.hceamericas.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):	Mike Ross Senior VP of CE Sales & Service 6100 Atlantic Blvd Norcross, GA 30071 mike.ross@hyundaiamericas.com (678) 823-7901
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Ross Senior VP of CE Sales & Service 6100 Atlantic Blvd Norcross, GA 30071 mike.ross@hyundaiamericas.com (678) 823-7901
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mickey Hur Assistant Manager of CE Sales 6100 Atlantic Blvd Norcross, GA 30071 Mickey.hur@hyundaiamericas.com (678) 880-9078

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Hyundai group was founded in 1947 by the late Chung Ju-Yung as a construction company to help develop and industrialize Korea after World War II. In 1972, Hyundai turned an empty stretch of beach in Ulsan into the world's largest shipyard. Since this record-breaking entry into the shipbuilding business, Hyundai has relentlessly pursued its commitment to the heavy industries, including the addition of Hyundai Construction Equipment (HCE) in 1985. In 1991, the North American operating division (HCEA) was formed to bring the same vision of extraordinary quality, innovation, and performance to users across the United States and Canada.</p> <p>The shared vision and philosophy that guides HCE is known as "The Hyundai Spirit":</p> <ul style="list-style-type: none"> • Creative Wisdom – wisdom to seek novelty and innovation to meet the needs of customers and the society • Positive Thinking – Attitude to face challenges with a strong sense of ownership • Unwavering Drive – Power to achieve goals with a strong spirit and indomitable will. <p>HCE's management philosophy is:</p> <ul style="list-style-type: none"> • Increase the value of the enterprise through continuous and sustainable growth • Practice fair and transparent management • Pursue safe and eco-friendly management • Establish a labor-management culture based on mutual respect and trust • Contribute to social development as a global corporate citizen <p>"We Build Tomorrow" - As a leading global company based on high quality and reliability, HCE is committed to becoming a top-tier company by 2025. In order to become the world's best construction equipment in the future, Hyundai Construction Equipment is concentrating on advancing and improving its models with new designs, automatic control systems, and driver-oriented convenience. In particular, HCE has introduced a PDM (Product Data Management) system to reduce the process cycle time and manage data more efficiently. HCE is committed to developing new technologies and is giving fresh impetus to the development of future eco-friendly energy solutions.</p>
11	What are your company's expectations in the event of an award?	<ul style="list-style-type: none"> • HCEA is committed to a continued partnership with Sourcewell and its constituencies to increase cooperative purchasing opportunities throughout the U.S. and Canada by providing high quality, reliable, and cost-effective heavy construction equipment, components, accessories, parts, and service solutions. • HCEA will provide communications to its North American distribution network and industry stakeholders to promote awareness and utilization of the awarded contract. HCEA is committed to advertising and promoting its affiliation with Sourcewell through all marketing channels, including the HCEA website, social media accounts, and major industry trade shows. • HCEA will work in conjunction with Sourcewell to provide data reports, marketing materials, training programs, and any necessary support to arm HCEA dealers and staff with the best tools to locate existing members, raise awareness of the Sourcewell opportunity, and provide the highest quality service and products to end users.
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.	<p>Worldwide, Hyundai Construction Equipment attained approximately \$3 billion in sales revenue in 2021. With the acquisition on Hyundai Doosan Infracore, Hyundai Genuine (the parent company of HCE and HDI) expects to attain \$10 billion in annual sales revenue by 2026. This will require substantial investment in the existing production and R&D operations. To this end, in 2021 HCE began a \$170 million project to upgrade production facilities and increase production by 50% by the project completion date of 2025. This project is on track and on budget to meet the 2025 deadline. Additionally, HCE will be introducing several new products to the lineup to include dozers, articulated dump trucks, forestry machines, skid steer loaders, compact track loaders, and a complete new line of mini-excavators in 2023. All of these investments and new product offerings contribute to a strong balance sheet that supports the growing customer base and dealer network.</p> <p>A copy of HCEA's latest financial statement has been attached.</p>
13	What is your US market share for the solutions that you are proposing?	<p>HCEA's estimated U.S. market Share for 2022:</p> <ul style="list-style-type: none"> • Wheel Loaders – 6% • Crawler & Wheeled Excavators – 4% • Compact Excavators – 2% • Articulated Dump Trucks – new product being introduced to market in 2023 • Compact Track & Skid Loader – new product being introduced to market in 2023

14	What is your Canadian market share for the solutions that you are proposing?	HCEA's estimated Canadian market Share for 2022: <ul style="list-style-type: none"> • Wheel Loaders – 6% • Crawler & Wheeled Excavators – 4% • Compact Excavators – 2% • Articulated Dump Trucks – new product being introduced to market in 2023 • Compact Track & Skid Loader – new product being introduced to market in 2023 	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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?	HCEA is an Original Equipment Manufacturer (OEM) that maintains a field-based sales and service force of 11 employees across North America. These company employees are assigned to and directly support our independent dealer organization, including 69 U.S. and 16 Canadian dealer businesses. Combined, our dealers own and operate approximately 192 full-service dealership locations.	*
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.	A) HCEA meets or exceeds the following: <ol style="list-style-type: none"> I. American National Standards Institute (ANSI) Compliance II. Canadian Standards Association (CSA) Compliance B) HCEA maintains the following standards certifications: <ol style="list-style-type: none"> I. ISO 9001 Quality Management Systems standards II. ISO 14001 Environmental Management Systems standards III. OHSAS 18001 Operational Health and Safety Management Systems standards C) HCEA's independent dealer organization is encouraged to achieve a variety of maintenance and repair certifications with our various engine manufacturers, including Cummins, Scania, Perkins, and other engine and parts suppliers.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	HCEA has not had any suspension or disbarment.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2022 Construction Equipment Magazine Heavy Earthmoving Top New Product Award for HA30 and HA45</p> <p>2022 Red Dot Design Award for Product Design Brand for the HX35AZ, HX40A, and HX48AZ Mini-Excavator Designs</p> <p>2022 Korea Awards Management: 1) Grand Prize in ESG (Environmental, Social, and Governance). 2) Best Company in Sustainability Report.</p> <p>2022 Equipment Today/For Construction Pros Magazine Top new product award for HX160AL</p> <p>2021 Smart Construction Challenge hosted by Ministry of Land, Infrastructure and Transport: 1) Innovation Award in the Construction Automation Category. 2) Innovation Award in the Smart Safety Category.</p> <p>2021 Industrial Safety Golden Bell Award hosted by the Ministry of Employment and Labor. Ranked #4 out of 100 participating companies</p> <p>2018 Equipment Today/For Construction Pros Magazine Top 50 Product award for compact radius excavators for HX130LCR</p>
20	What percentage of your sales are to the governmental sector in the past three years	Governmental sales contribute approximately 3% of HCEA's total annual volume.
21	What percentage of your sales are to the education sector in the past three years	Educational sales contribute less than 1% of HCEA's total annual volume.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>HCEA currently holds the following contracts with Sourcewell:</p> <ol style="list-style-type: none"> I. Heavy Construction Equipment II. Medium Construction Equipment III. Material Handling <p>HCEA also holds the following Sourcewell piggyback contracts:</p> <ol style="list-style-type: none"> I. State of New York II. State of Mississippi III. State of Maryland
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?	<p>HCEA has established a dedicated agent to conduct GSA business:</p> <p>Advanced Material Handling, LLC 1540 Blairs Bridge Road Lithia Springs, GA 30122 678-749-7798 Mr. Clint Andrews GSA Contract No.: SPE8EC21D0079.</p> <p>Sales volume for the past 3 years is approximately \$500,000.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of San Angelo, TX	Ryan Kramer	325-657-4329
Steuben County Highway Department Bath, NY	Todd Housel	607-664-2460
University of Maine Orono, ME	Ryan Ward	207-581-3210
Fort Sumner Irrigation District Sumner, NM	Wade Holderman	575-512-6604

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 *	
PennDOT	Government	Pennsylvania - PA	State Highway Maintenance	70 total units	\$11,494,475.00	*
City of Mount Pearl	Government	NL - Newfoundland and Labrador	Snow Removal	7 total units	estimated \$980,000	*
Nassau County DPW Highway and Bridge Maintenance	Government	New York - NY	County Highway Maintenance	6 total units	\$869,349.00	*
City of San Angelo	Government	Texas - TX	County Highway Maintenance	5 total units	estimated \$1 million	*
Onondaga County DOT	Government	New York - NY	County Highway Maintenance	4 total units	\$573,616.00	*

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.	HCEA employs six District Sales Managers based throughout the U.S. and Canada. They directly support dealer personnel and end user customers to provide product sales and operational expertise, product knowledge, and application operational training. The field-based sales team is supported by six inside sales team members and three product specialists based out of HCEA headquarters. Sourcewell specific training has been provided to all levels of the sales force.	*
27	Dealer network or other distribution methods.	HCEA maintains and supports a growing independent distribution network of 85 dealers, which provides over 90% coverage throughout North America. The distribution network owns and operates approximately 192 full-service dealerships and employs approximately 400 dealer salesmen. These HCEA authorized dealers are responsible for product sales and delivery, product technical support, warranty management, and ongoing customer support.	*
28	Service force.	HCEA employs five District Service Managers based throughout the U.S. and Canada. They directly support dealer personnel and end user customers to provide technical product support, warranty management, technical training, and assistance with resolving product technical issues. The field-based service team is supported by six inside service team members based out of HCEA headquarters.	*

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>The HCEA ordering process is designed to make the purchase as easy as possible for Sourcewell Members.</p> <ol style="list-style-type: none"> 1) Any member of the HCEA sales team or dealer network can work with Sourcewell members to build a machine through our custom quote tool. This tool displays options and pricing in the same format as the Sourcewell Price Book for ease of comparing and confirming pricing. 2) When the Sourcewell member decides to purchase a machine, they will issue a PO directly to their nearest authorized HCEA dealer and simply include their Sourcewell member number. 3) The dealer accepts the PO and submits the order for processing through HCEA's internal order management system, including any information necessary for reporting purposes. 4) The equipment may be available in the dealer's inventory, HCEA's inventory, or submitted to HCEA's production facility. When the machine is available, the dealer will be responsible for preparation, final delivery to the Sourcewell member, issuing the machine invoice, and accepting payment. 5) Using the data collected in our order management system, HCEA will prepare a quarterly report of all Sourcewell activity that will be submitted along with the administrative fee payment.
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.	HCEA's independent distribution network is responsible for customer support. HCEA provides additional support as needed through the field-based sales and service employees that work closely with dealer staff and end-users. HCEA also maintains a dedicated customer support team at our Norcross, GA headquarters that is assigned to various roles, including parts support and technical service assistance.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	HCEA has a strong and growing U.S. sales force that is very excited about the Sourcewell opportunity. Sourcewell sales have increased each quarter and are becoming a very important part of our dealers' Hyundai sales. Many of our dealers have added dedicated sales people to call on this important business segment.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	HCEA has a strong and growing Canadian sales force. Sourcewell sales continue to increase with our Canadian sales team. The municipal business is especially important for snow removal contracts and our dealers are actively supporting many of the local contractors who are able to win these bids.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	HCEA's distribution network provides product sales, delivery and after-sales support within all 50 states and 13 Canadian provinces.
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?	HCEA is prepared to provide product sales and service to all applicable Sourcewell member sectors and is not encumbered by any other cooperative purchasing contracts.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions at this time.

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>HCEA focuses a large portion of its marketing efforts to targeted electronic media advertising and promotion, including feature-rich banner ads in target publications.</p> <p>HCEA is dedicated to bringing awareness to the Sourcewell opportunity and is proud to include Sourcewell in all areas of marketing outreach. A few specific examples of Sourcewell promotion have been included as below.</p> <ul style="list-style-type: none"> • MKTG SAMPLE 1 – Sourcewell contract award announcement press release • MKTG SAMPLE 2 – Sourcewell contract award announcement to HCEA website • MKTG SAMPLE 3 – Print advertisement in Construction Equipment Guide (runs monthly) • MKTG SAMPLE 4 – Sourcewell prominently promoted on HCEA website homepage • MKTG SAMPLE 5 – Sample social Media post promoting Sourcewell (runs frequently on Facebook, LinkedIn, and Instagram) • MKTG SAMPLE 6 – Sourcewell flags and info displayed at all HCEA trade show booths
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HCEA maintains an active and consistent social media presence. Sourcewell is always at the forefront of our marketing efforts and our partnership is mentioned in every dealer/customer newsletter and marketing correspondence. The awareness of our partnership as a Sourcewell vendor/supplier has grown immensely over the past 4 years.
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>During our existing partnership with Sourcewell, the HCEA sales team has benefitted greatly from ongoing Sourcewell staff support and Sourcewell provided information, such as member lists, training events, and marketing materials. Continued success with Sourcewell would be furthered by those factors as well.</p> <p>HCEA firmly believes that better knowledge and understanding of the Sourcewell opportunity leads to greater success for all parties, so HCEA provides Sourcewell training to all levels of the sales team. Our training includes locating existing members, onboarding new members, how to quote a Sourcewell member (discounts and pricing), and requirements for reporting of Sourcewell sales.</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.	Currently HCEA does not have an e-procurement ordering process.

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>HCEA provides extensive training to all dealer sales and service personnel. Training includes general product information, specific application information, service and maintenance guides, and equipment operator training.</p> <p>HCEA dealers conduct individual or group training for each end user customer as needed. HCEA has participated in many of these product and service trainings to ensure the municipality understands the level of support HCEA and our partner dealers can provide. This has gone a long way to ensure the municipality feels confident in the equipment and the Hyundai dealer. We strive to develop long-term relationships with all Hyundai equipment purchasers and the municipal sector is critically important to us.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>HCE, through its digital technology brand "Hyundai Connect," utilizes ICT, IoT, and AI technologies to support the work of drivers, and applies solutions that enhance safety and improve equipment uptime on site.</p> <p>Hi MATE is Hyundai's proprietary cloud-based telematics service designed to manage equipment remotely. Features include real time maintenance records and equipment performance reports, operating history, geo-fencing and theft prevention, remote fleet management, trouble code notifications, and fuel management.</p> <p>Hi DETECT is a technology that can detect the surrounding environment, issue warnings about risk factors, and prevent safety accidents at worksites. This includes the Rear Detection System (RDS), Smart Guard System (SGS), and electronic/virtual boundary (E-bounds).</p> <p>HCE is also developing a technology that can control the construction site terrain survey and analysis, as well as the operation status of equipment fleets.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>HCEA is dedicated to protecting the environment and the development of eco-friendly construction equipment. Eco-mode is standard on all models to reduce fuel usage and emissions output. HCE has also developed prototypes for electric and hydrogen powered machines and continues research and development in future green initiatives.</p>
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The majority of HCEA's product line utilizes current EPA Stage 5/Tier 4 final Cummins diesel engines.</p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Some of HCEA's independent dealers qualify for these certifications, but those certifications are not managed by HCEA.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>HCE has developed unique features that give our machines an edge over the competition. With the Hyundai-exclusive AAVM (All Around View Monitoring) safety system, HCE is the first manufacturer on the market to offer a 360 degree view monitoring system, making Hyundai excavators and wheel loaders the safest machines on the market.</p> <p>Another Hyundai-exclusive feature that provides great value to customers is Hi MATE, Hyundai's proprietary cloud-based telematics service designed to manage equipment remotely. Hi MATE gives you access, no matter your location, to vital service and diagnostic information for all Hyundai mid to large excavators and wheel loaders, including up-to-date machine location, machine travel records, operating history, geo-fencing and theft prevention, fuel level monitoring, and remote fleet management.</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>Subject to the exceptions and limitations set forth below, HCEA, through the selling Dealer or other authorized HCEA dealer, will repair or replace any part of a new Product, or new part which proves to be defective in material or workmanship during the following periods (the "Warranty Period"):</p> <ul style="list-style-type: none"> • HL900 series Wheel Loaders: 3 years or 3000 hours, whichever occurs first. • HX Series Excavators: 3 years or 3000 hours whichever occurs first. • Compact Hydraulic Excavators: 3 years or 3000 hours whichever occurs first. • Compaction Rollers: 3 years or 3000 hours whichever occurs first. • Structural Warranty (main frames, loader arms, booms and arms): 5 years/10,000 hours, whichever occurs first. • Genuine Parts: 1 year or 1500 hours whichever occurs first. • HDB Series Hydraulic Breakers: 1 year from installation on machine. <p>All Hyundai Construction Equipment are subject to Hyundai's 5 year 10,000 hour (whichever occurs first) structural warranty. This includes frames and boom/arm assemblies.</p> <p>All HL900 series Wheel Loaders and Hyundai Compaction Equipment is subject to Hyundai Limited Lifetime Articulation Warranty. This warranty will cover defects in materials or workmanship concerning the articulation joint and parts including the upper and/or lower articulation pins, bearings, bushings and seals.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Some applications may be deemed "severe", such as forestry work or extreme duty in harsh environments. Those conditions may warrant a Severe Duty Warranty of 1 year or 1,500 hours, whichever comes first. It is highly unlikely that Sourcewell members operate in such applications or environments.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Standard established mileage rates up to 200 miles per repair may be reimbursed when appropriate. Technician "time" is not covered under this provision.
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?	HCEA provides warrantable coverage in all 50 states.
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?	<ul style="list-style-type: none"> • Engines - Cummins and Scania engines require repair by their authorized servicing dealer arranged through the HCEA dealer through said supplier's warranty period. After which, HCEA will cover warrantable repairs. • Tires & Batteries - warranties for these items are covered by their manufacturer.
51	What are your proposed exchange and return programs and policies?	HCEA does not provide a formal return/exchange program at this time. However, we are currently developing a "remanufacturing" program through Palmer Johnson, a leader within this industry. The HCEA program should be in the field trial phase by late 2023. Dealers have the right to return any "wrong" or damaged received parts.
52	Describe any service contract options for the items included in your proposal.	HCEA provides extended warranty options available through the authorized dealer. At any time during the standard warranty period equipment owners may purchase extended warranty coverage by year or hours.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Machine invoices will be issued by and paid to a HCEA authorized dealer, so specific payment terms and accepted payment methods may vary, but the standard payment term for municipal sales is net 90 days.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Sourcwell members can take advantage of HCEA's Standard Rate Financing and lease options through the following panel:</p> <ul style="list-style-type: none"> • CIT (U.S. only) • Bank of the West (U.S. only) • DLL (US & Canada) • Midland (U.S. only) • Wells Fargo (US & Canada) • BNP (Canada Only) • Meridian (Canada Only) <p>HCEA's distribution network may also provide alternative sources for such programs.</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.	Machine purchases are made directly to HCEA authorized dealers who utilize their own transaction documents. While style and format of documentation may vary, each dealer is required to collect all basic and necessary information, which is reviewed and approved by HCEA staff.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	Since payments are made directly to HCEA dealers, acceptance of P-card payment is at the discretion of each dealer.	*

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.	HCEA uses a product-category pricing methodology for all machines and their options. The full product catalog is attached with "MSRP" or list prices shown.
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.	HCEA will provide a 51% discount off the published catalog MSRP to all Sourcwell Members.
59	Describe any quantity or volume discounts or rebate programs that you offer.	An additional 1% volume discount will be given to single orders of 5 or more units.
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.	HCEA offers third party attachments at MSRP pricing. These products can be included on a Sourcwell order, but they will not receive any discount.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Additional costs for pre-delivery inspection, equipment prep, and freight may be added at the discretion of the authorized HCEA dealer. This may vary through-out North America depending on the distance from authorized ports-of-call and complexity of machine delivery preparation. In most cases there are no additional costs for end-user operational and maintenance training.
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.	HCEA's pricing catalog is for the machine and any attachments or options listed. All other costs associated with freight and delivery preparation are quoted by the authorized dealer.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	All costs associated with freight, shipping, and delivery are quoted by the authorized dealer.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	HCEA utilizes five ports-of-call around the United States to minimize freight costs: <ul style="list-style-type: none"> • Philadelphia, PA* • Savannah, GA • Houston, TX • Los Angeles, CA • Tacoma, WA* *Canadian dealers utilize Philadelphia and Tacoma ports to minimize freight costs.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	HCEA is happy to offer our largest discount to Sourcwell and it's members.

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.	<p>Every new machine sold by authorized dealers must be registered with HCEA through our internal order management system. As part of this process, dealers must indicate if the sale was to a Sourcewell member and if so, provide the necessary member information. This information is reviewed and approved by an HCEA staff member to ensure that all information is provided.</p> <p>At the end of each quarter, HCEA generates a report of all Sourcewell sales and submits this report to Sourcewell along with the administrative fee payment.</p>
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.	HCEA will use monthly and quarterly reports to measure the success of Sourcewell sales and identify any areas of improvement.
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.)	HCEA will remit to Sourcewell quarterly a fee of 2% of actual HCEA sales.

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

Line Item	Question	Response *
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69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>HCEA offers the highest quality of well-engineered off-road construction equipment, including compact, midsize, and heavy excavators, wheel loaders, articulated dump trucks, skid steer loaders, and compact track loaders.</p> <p>A. Compact Excavators include 8 models. Our mini excavator series combines power, efficiency, and reliability with the ability to work productively in confined spaces.</p> <ol style="list-style-type: none"> 1. R17Z-9A: 15.8 hp at 3,920 pounds, ROPS canopy model 2. R25Z-9AK: 23.2 hp at 5,640 pounds, ROPS canopy model 3. R30Z-9AK: 23.2 hp at 6,625, ROPS canopy and cabin models 4. R35Z-9A: 23.7 hp at 8,470 pounds, ROPS canopy and cabin models 5. R55-9A: 65 .1 hp at 12,570 pounds, ROPS cabin model 6. R60CR-9A: 63 hp at 12,570 pounds, ROPS cabin model 7. R80CR-9A: 65.1 hp at 12,570 pounds, ROPS cabin model 8. HX85A: 65 hp at 12,570 pounds, ROPS cabin model <p>B. Crawler Excavators include 15 base models and 16 specialized models (see subcategories below). The HX series of medium to large crawler excavators offer power and versatile construction equipment performance with fuel efficient fast cycle speeds, impressive hydraulic power, and precision control.</p> <ol style="list-style-type: none"> 1. HX130ALCR*: 72 hp at 29,640 pounds, compact radius ROPS cabin 2. HX140AL*: 131 hp at 33,580 pounds, ROPS cabin model 3. HX145ALCR*: 131 hp at 34,020 pounds, compact radius ROPS cabin 4. HX160AL*: 152 hp at 39,010 pounds, ROPS cabin model 5. HX180AL*: 152 hp at 43,000 pounds, ROPS cabin model 6. HX210AL: 170 hp at 50,460 pounds, ROPS cabin model 7. HX220AL: 170 hp at 54,516 pounds, ROPS cabin model 8. HX235ALCR*: 170 hp at 54,140 pounds, compact radius ROPS cabin 9. HX260AL: 227 hp at 27,910 pounds, ROPS cabin model 10. HX300AL: 255 hp at 72,200 pounds, ROPS cabin 11. HX350AL: 304 hp at 83,330 pounds, ROPS cabin model 12. HX380AL: 359 hp at 88,053 pounds, ROPS cabin model 13. HX480AL: 395 hp at 116,095 pounds, ROPS cabin model 14. HX520AL: 395 hp at 120,704 pounds, ROPS cabin model 15. HX900L: 615 hp at 206,570 pounds, ROPS cabin model <p>*Dozer blade model available</p> <p>C. Wheeled Excavators include 6 models. Versatile machines for general excavating as well as road and bridge construction. Easy access to urban environments, paved roadways, parking lots, and can cross paved surfaces between job sites easily.</p> <ol style="list-style-type: none"> 1. R55W-9A: 65.1 hp at 12,240 pounds, ROPS cabin model, dozer blade 2. HW140AL: 170 hp at 35,053 pounds, ROPS cabin model, dozer blade 3. HW160AL: 170 hp at 38,910 pounds, ROPS cabin model, dozer blade 4. HW170ACR: 170 hp at 41,513 pounds, compact radius ROPS cabin, blade & outriggers 5. HW210AL: 170 hp at 46,690 pounds, ROPS cabin, blade & outriggers 6. HW250MH: 171 hp at 39,240 pounds, elevating ROPS cabin, outriggers, grapple option <p>D. Wheel Loaders include 8 base models and 15 specialized models (see subcategories below). Our HL900 series is available in our standard, Z-bar linkage, XT (extended reach) versions for applications that require greater reach and higher dump heights, and a Tool Master boom design.</p> <ol style="list-style-type: none"> 1. HL930A: 2.5 cubic yard capacity, 130 hp at 25,595 pounds 2. HL940A: 3 cubic yard capacity, 154 hp at 29,985 pounds 3. HL955A: 3.7 cubic yard capacity, 197 hp at 35,490 pounds 4. HL960A: 4.3 cubic yard capacity, 222 hp at 43,720 pounds 5. HL965: 4.7 cubic yard capacity, 269 hp at 45,700 pounds 6. HL970A: 5.5 cubic yard capacity, 322 hp at 55,120 pounds 7. HL975: 6.3 cubic yard capacity, 331 hp at 58,430 pounds 8. HL980A: 7.3 cubic yard capacity, 351 hp at 69,120 pounds <p>E. Articulated Dump Trucks include 2 models. Offers best-in-class ground clearance & ground bearing pressure and provide maximum drive and traction in the worst site conditions, maintaining year-round productivity.</p> <ol style="list-style-type: none"> 1. HA30: 23.3 cubic yard capacity, 362 hp at 51,147 pounds 2. HA45: 34 cubic yard capacity, 483 hp at 66,359 pounds <p>F. Skid Steer Loaders:</p> <ol style="list-style-type: none"> 1. HS120V: 0.58 cubic yard capacity, 73.6 hp at 8,481 pounds <p>G. Compact Track Loaders:</p> <ol style="list-style-type: none"> 1. HT100V: 0.58 cubic yard capacity, 73.6 hp at 9,755 pounds
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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>HCEA offers specialized equipment subcategories that are better suited for specific applications:</p> <p>Excavator Specialized Models:</p> <ul style="list-style-type: none"> • High Walker Excavators: High and wide undercarriage <ol style="list-style-type: none"> 1. HX220AHW: 170 hp at 54,516 pounds 2. HX260AHW: 227 hp at 27,910 pounds 3. HX300AHW: 255 hp at 72,200 pounds 4. HX350AHW: 304 hp at 83,330 pounds • Long Reach Excavators: Equipped with long reach arm and boom <ol style="list-style-type: none"> 1. HX220ALR: 170 hp at 54,516 pounds 2. HX300ALR: 255 hp at 72,200 pounds • Log Loader Excavators: Purpose-built for forestry work <ol style="list-style-type: none"> 1. HX220LL: 170 hp at 54,516 pounds 2. HX300LL: 255 hp at 72,200 pounds • Road Builder Excavators: Purpose-built for pioneering and road building in timber country <ol style="list-style-type: none"> 1. HX220RB: 170 hp at 54,516 pounds 2. HX300RB: 255 hp at 72,200 pounds <p>Wheel Loader Specialized models:</p> <ul style="list-style-type: none"> • Extended Reach (XT): For applications that require greater reach and higher dump heights. <ol style="list-style-type: none"> 1. HL930AXT: 2.5 cubic yard capacity, 130 hp at 25,595 pounds 2. HL940AXT: 3 cubic yard capacity, 154 hp at 29,985 pounds 3. HL955AXT: 3.7 cubic yard capacity, 197 hp at 35,490 pounds 4. HL960AXT: 4.3 cubic yard capacity, 222 hp at 43,720 pounds 5. HL965XT: 4.7 cubic yard capacity, 269 hp at 45,700 pounds 6. HL970AXT: 5.5 cubic yard capacity, 322 hp at 55,120 pounds 7. HL975XT: 6.3 cubic yard capacity, 331 hp at 58,430 pounds 8. HL980AXT: 7.3 cubic yard capacity, 351 hp at 69,120 pounds • Tool Master (TM): Parallel linkage for increased lifting capacity, improved load stability, rapid dumping capability, and enhanced visibility. <ol style="list-style-type: none"> 1. HL930ATM: 2.5 cubic yard capacity, 130 hp at 25,595 pounds 2. HL940ATM: 3 cubic yard capacity, 154 hp at 29,985 pounds 3. HL955ATM: 3.7 cubic yard capacity, 197 hp at 35,490 pounds • Heavy Duty (HD): Additional guarding package for severe duty applications. <ol style="list-style-type: none"> 1. HL955AHD: 3.7 cubic yard capacity, 197 hp at 35,490 pounds 2. HL960AHD: 4.3 cubic yard capacity, 222 hp at 43,720 pounds • Heavy Duty Extended Reach (HDXT): Additional guarding package and longer reach. <ol style="list-style-type: none"> 1. HL955AHDXT: 3.7 cubic yard capacity, 197 hp at 35,490 pounds 2. HL960AHDXT: 4.3 cubic yard capacity, 222 hp at 43,720 pounds
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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	Wheeled, tracked, and backhoe loaders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>a. Wheel Loaders – Available in our standard, Z-bar linkage, XT (extended reach) versions for applications that require greater reach and higher dump heights, and a Tool Master boom design.</p> <ul style="list-style-type: none"> • 23 models including Z-bar, XT (extended reach), HD (heavy duty), and TM (Tool Master) options ranging from 2.1 to 7.3 cubic yard capacity, 130 hp to 351 hp. <p>b. Skid Steer & Compact Track Loader:</p> <ul style="list-style-type: none"> • 2 models with 0.58 cubic yard capacity, 73.6 hp
72	Motor Graders	<input type="radio"/> Yes <input checked="" type="radio"/> No	
73	Wheeled and tracked excavators	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>a. Compact Excavators - Our mini excavator series combines power, efficiency, and reliability with the ability to work productively in confined spaces.</p> <ul style="list-style-type: none"> • 8 models ranging from 3,920 to 20,290 pounds, 15.8 to 65 hp <p>b. Crawler Excavators – The HX series of medium to large crawler excavators offer power and versatile construction equipment performance with fuel efficient fast cycle speeds, impressive hydraulic power, and precision control.</p> <ul style="list-style-type: none"> • 31 models ranging from 29,640 to 206,570 pounds, 72 to 615 hp <p>c. Wheeled Excavators</p> <ul style="list-style-type: none"> • 6 models ranging from 12,240 to 39,240 pounds, 65.1 to 171 hp
74	Bulldozers, compactors, scrapers, articulated and rigid haulers	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>a. Articulated Dump Trucks – Offering best-in-class ground clearance & ground bearing pressure. Combined with superior torque at low engine RPM, and superior power and traction, we offer you the best productivity.</p> <ul style="list-style-type: none"> • 2 models ranging from 34 to 23.3 cubic yard capacity, 362 to 483 hp
75	Cranes	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Accessories or attachments for the offering in #71-75 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	
77	Technology or services for the offering in #71-75 above	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	HCEA is offering a total of 23 wheel loader models ranging from 130 to 351 hp.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	<input checked="" type="radio"/> Yes <input type="radio"/> No	HCEA is offering a total of 45 excavator models ranging from 15.8 to 615 hp.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	<input type="radio"/> Yes <input checked="" type="radio"/> No	
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	<input type="radio"/> Yes <input checked="" type="radio"/> No	

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

Line Item 82. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - HCEA Sourcwell Price Book_Jan 2023.pdf - Thursday January 05, 2023 20:45:26
- [Financial Strength and Stability](#) - HCEA Audit Report - FY2021.pdf - Thursday January 05, 2023 20:45:49
- [Marketing Plan/Samples](#) - MKTG SAMPLES.zip - Thursday January 05, 2023 20:49:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - HCEA Service Policy.pdf - Monday January 09, 2023 14:22:03
- Standard Transaction Document Samples (optional)
- Upload Additional Document (optional)

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. - Mike Ross, Senior VP of CE Sales & Service, Hyundai Construction Equipment Americas, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	<input checked="" type="checkbox"/>	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Heavy_Construction_Equipment_RFP_011723 Thu December 15 2022 09:27 AM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1
TO
CONTRACT # 011723-HCE**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Hyundai Construction Equipment Americas, Inc., now known as HD Hyundai Construction Equipment North America Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Effective April 5, 2023, Hyundai Construction Equipment Americas, Inc.’s name changed to “HD Hyundai Construction Equipment North America Inc.” As of the date of this Amendment, all references to “Hyundai Construction Equipment Americas, Inc.” in Contract # 011723-HCE will be replaced with “HD Hyundai Construction Equipment North America Inc.”

Except as amended, the Contract remains in full force and effect.

Sourcewell

HD Hyundai Construction Equipment North America Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
Jeremy Schwartz, Chief Procurement Officer

DocuSigned by:
Mike Ross
By: _____
Mike Ross

Date: 10/3/2023 | 4:34 PM CDT

Title: Senior VP

Approved:

Date: 10/3/2023 | 1:41 PM PDT

DocuSigned by:
Chad Coquette
By: _____
Chad Coquette, Executive Director/CEO

Date: 10/3/2023 | 9:31 PM CDT