

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/17/26

Resolution Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Scranton

Manufacturing Co., Inc. dba New Way Trucks for refuse and recycling equipment for the Metropolitan Government of Nashville

and Davidson County Department of Waste Services.

Submitted to Planning Commission? N/A Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|-----------------------------------------------|------------------------------------------------------|--------------------------------------------------------|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____ Funding Source: Capital Improvement Budget Capital Outlay Notes Departmental/Agency Budget Funds to Metro General Obligation Bonds Grant Increased Revenue Sources	Match: \$ _____ Judgments and Losses Local Government Investment Project Revenue Bonds Self-Insured Liability Solid Waste Reserve Unappropriated Fund Balance 4% Fund Other: _____
Approved by OMB: <u>Ken Hartlage</u> Approved by Finance/Accounts: _____ Approved by Div Grants Coordination: _____	Date to Finance Director's Office: <u>1/25/2026 6:14 PM CST</u> APPROVED BY FINANCE DIRECTOR'S OFFICE: <u>Jennine Reed/mjw</u>

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ E-mailed Clerk

All Dept. Signatures Copies Backing Legislative Summary Settlement Memo Clerk Letter Ready to File

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Scranton Manufacturing Co., Inc. dba New Way Trucks for refuse and recycling equipment for the Metropolitan Government of Nashville and Davidson County Department of Waste Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota governmental agency, and Scranton Manufacturing Co., Inc. dba New Way Trucks, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, Metro's participation in this out-of-state master agreement is limited to a term that will not exceed sixty months; and,

WHEREAS, this master agreement was requested by the Metropolitan Nashville Department of Waste Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota governmental agency, and Scranton Manufacturing Co., Inc. dba New Way Trucks, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:

Kelli Woodward
Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name? Andrew Tinsley

What is your department? General Services

What is your email address? andrew.tinsley@nashville.gov

What is your phone number? (615) 862-6787

In addition to your department, will other Metro departments be utilizing this cooperative? Yes.

If other Metro departments will be utilizing this cooperative, list them here: Metro-Wide

How much do you estimate spending on this cooperative contract? 2,500,000

Cooperative Information

What is the cooperative entity? Cooperative - Sourcewell.

What is the lead agency? State of Minnesota

Who is the supplier? New Way Trucks

Is the supplier registered in iSupplier? No.

What is the contract number? 110223-NWY

When did the contract start?

Friday, May 16, 2025

When does the contract end?

Tuesday, December 28, 2027

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Refuse and recycling equipment

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

Utilizing this pre-negotiated contract will provide Metro a quick and viable option to procure specialized waste and recycling equipment including but not limited to grapple, roll-off and refuse trucks needed to maintain and improve public infrastructure. Use of this pre-negotiated contract will leverage the buying power of multiple agencies while easing the burden and workload on Procurement.

Upload the original contract from the lead agency.



Scranton 110223-NWY - Pricing.pdf



Scranton Contract 110223.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



Comment and Review-Refuse Vehicle... .pdf



Prop. Eval.-Refuse Vehicles 110223.pdf



Prop. Opening Record-Refuse Vehicle... .pdf



Board Resolutions.pdf



RFP-Refuse Vehicles 110223.pdf



Proof of Publication-Refuse Vehiclespdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for **refuse trucks from New Way Trucks via Sourcewell contract #110223-NWY** is recommended for approval.

The anticipated project value is **\$2,500,000.00**. The estimated savings to Metro via this cooperative are **\$190,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement **is** required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by **Sourcewell**; the lead agency is **Sourcewell**. **Sourcewell** is a public institution in **Minnesota** that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 15 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for services. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**7% off MSRP**) leverages both the scale of cooperative membership and the competition of multiple offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$190,071.00.**

Impact on Minority & Women Owned Businesses

Pursuant to R4.12.090.05 of the regulations to the procurement code, Metro will work with the cooperative entity to maximize participation of disadvantaged firms in accordance with MCL 4.44 and 4.46.

Prepared by Kristin Butler
01/15/2026



Cooperative Request Signature Form

Co-Op Request Number	C2026054
Date Received	January 15, 2026

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

DR

1/20/2026 | 3:47 PM CST

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

Date Signed



**SOURCEWELL
STATE OF MINNESOTA**



Member Kircher moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

8/15/2023

Resolution No. 2023_21

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

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

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

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

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

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

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

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker
and the following voted against: (list names here or “NONE”)

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0FF5785F1FAD4CF
Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - August 2023

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
 Employee Benefit Administrative Products and Services

Requesting Board permission to Re-Solicit the following categories:
 School Buses with Related Accessories, Supplies, Parts, and Services
 Refuse Collection Vehicles with Related Equipment, Accessories, and Services
 Industrial and Workplace Storage Systems with Related Accessories
 Indefinite Delivery Indefinite Quantity Construction - California

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
Guidehouse, Inc.	051123-GUI	"Fleet Electrification Transition Planning, Management, and Related Services"
Hatch Associates Consultants, Inc.	051123-HAT	"Fleet Electrification Transition Planning, Management, and Related Services"
Highland Electric Fleets, Inc.	051123-HEF	"Fleet Electrification Transition Planning, Management, and Related Services"
ICF Resources, LLC	051123-ICF	"Fleet Electrification Transition Planning, Management, and Related Services"
InCharge Energy, Inc.	051123-INC	"Fleet Electrification Transition Planning, Management, and Related Services"
INF Associates, LLC	051123-INA	"Fleet Electrification Transition Planning, Management, and Related Services"
PA Consulting Group, Inc.	051123-PAC	"Fleet Electrification Transition Planning, Management, and Related Services"
Positive Energy, Inc.	051123-PST	"Fleet Electrification Transition Planning, Management, and Related Services"
Sia Partners, Inc.	051123-SIA	"Fleet Electrification Transition Planning, Management, and Related Services"
AXIS Insurance Company	051623-AXC	"Group Employee Benefits and Related Services"
Colonial Life & Accident Insurance	051623-CLA	"Group Employee Benefits and Related Services"
Lincoln National Group	051623-LNG	"Group Employee Benefits and Related Services"
MetLife, Inc.	051623-MET	"Group Employee Benefits and Related Services"
Reliance Matrix	051623-RLC	"Group Employee Benefits and Related Services"
Adroit Advanced Technologies	062723-ADT	"Alternative Student and Client Transportation Services"
Assist Services	062723-ARS	"Alternative Student and Client Transportation Services"
First Student	062723-FIR	"Alternative Student and Client Transportation Services"
HopSkipDrive	062723-HSD	"Alternative Student and Client Transportation Services"
Bentley Mills	061323-BPS	"Flooring Materials with Related Supplies and Services"
Division 9	061323-DV9	"Flooring Materials with Related Supplies and Services"
Forbo Flooring Systems	061323-FRO	"Flooring Materials with Related Supplies and Services"
Interface Americas	061323-IFA	"Flooring Materials with Related Supplies and Services"
Mannington Mills	061323-MMI	"Flooring Materials with Related Supplies and Services"
Mats, Inc.	061323-MAT	"Flooring Materials with Related Supplies and Services"
Milliken Services	061323-MAC	"Flooring Materials with Related Supplies and Services"
Mohawk Carpet Distribution	061323-MCD	"Flooring Materials with Related Supplies and Services"
Roppe Corporation	061323-RPP	"Flooring Materials with Related Supplies and Services"
Shaw Integrated and Turf Solutions	061323-SII	"Flooring Materials with Related Supplies and Services"
Tarkett USA	061323-TFU	"Flooring Materials with Related Supplies and Services"

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
Genuine Parts Company - NAPA Integrated Business Solutions	110520-GPC	"Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions"
Unifirst Corporation	040920-UFC	"Uniforms with Related Products and Services"
CNH Industrial America	110719-CNH	"Ag Tractors with Related Attachments, Accessories and Supplies"

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
None		

IDIQ Contract Extensions

Company Name	Contract Number

APPENDIX A Continued

Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R3-E01-052621-BEC	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R1-E01-052621-BEC	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Bethel Electric Construction Company of Maryland, LLC	MD-R4-E01-052621-BEC	
Bethel Electric Construction Company of Maryland, LLC	MD-R5-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Bethel Electric Construction Company of Maryland, LLC	MD-R6-E01-052621-BEC	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
Bethel Electric Construction Company of Maryland, LLC	MD-R2-E01-052621-BEC	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	
Place Services, Inc.	KY-E-GC01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp.	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
The Lusk Group	KY-NC-RW01-062420-LMC	

APPENDIX A Continued

The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
Tecta America Corp.	KY-NC-RW02-062420-TEA	
Tecta America Corp.	KY-E-RW02-062420-TEA	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-E01-062420-PLS	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-NC-HVAC02-062420-LMC	

**SOURCEWELL
STATE OF MINNESOTA**



Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/16/2024

Resolution No. 2024_02

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

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

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

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

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

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

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

Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:

Linda Arts

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Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2024

CONSENT AGENDA ITEMS	Requesting Board permission to Solicit the following categories:		
	None		
	Requesting Board permission to Re-Solicit the following categories:		
Equipment Rental Solutions with Related Services			
Class 4-8 Chassis with Related Equipment, Accessories, and Services			

CONSENT AGENDA ITEMS	NEW CONTRACTS		
	Supplier Name	Contract Number	Solicitation Title
	Dasco Storage Solutions	110923-DASCO	"Physical Storage Systems and Equipment with Related Software and Services"
	DeBourgh Mfg. Co.	110923-DBM	"Physical Storage Systems and Equipment with Related Software and Services"
	Kardex Remstar	110923-KRS	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacefile International Corp.	110923-SPCFI	"Physical Storage Systems and Equipment with Related Software and Services"
	Spacesaver Corp.	110923-SPC	"Physical Storage Systems and Equipment with Related Software and Services"
	Curbtender	110223-CRB	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Labrie Enviroquip Group	110223-LEG	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	McNeilus Truck & Mfg.	110223-MCN	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	Scranton Mfg. Co.	110223-NWY	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"
	The Heil Co.	110223-THC	"Refuse Collection Vehicles with Related Equipment, Accessories and Services"

CONTRACT EXTENSIONS		
Supplier Name	Contract Number	Solicitation Title
Ford Motor Company	101520-FMC	"OEM Automotive Parts and Supplies"
Clark Equip. dba Bobcat-Doosan Construction	040319-CEC	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Gradall Industries	040319-GRD	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
JCB, Inc.	040319-JCB	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
Kubota Tractor Corp.	040319-KBA	"Medium Duty and Compact Construction Equipment with Related Attachments, Accessories and Supplies"
CNH Industrial America	032119-CNH	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Hyundai Construction Equipment Americas	032119-HCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
Volvo Group North America	032119-VCE	"Heavy Construction Equipment with Related Accessories, Attachments, and Supplies"
NEW IDIQ CONTRACTS		
Company Name	Contract Number	Region - Type of Work
None		
IDIQ Contract Extensions		
Company Name	Contract Number	
Ohio Paving and Construction Company, Inc.	OH-R2-PA02-102021-OPC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-GC01-102021-MCC	
McDaniel's Construction Corp., Inc.	OH-MBE-R3-CC01-102021-MCC	
The Lusk Group	OH-R2-C01-102021-LUS	
McDaniel's Construction Corp., Inc.	OH-MBE-R4-GC01-102021-MCC	
Air Force One	OH-R4-HVAC02-102021-AFO	

APPENDIX A Continued

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

APPENDIX A Continued

G & B Electric Co.	OH-R2-E02-102021-GBE	
The Lusk Group	OH-R1-GC06-102021-LUS	
The Lusk Group	OH-R1-E02-102021-LUS	
Lee Construction and Maintenance Company	TX-NT-EC-101619-LCM	
G2 General Contractors	TX-NT-APC-101619-GGC	
G2 General Contractors	TX-NT-P-101619-GGC	
G2 General Contractors	TX-NT-W-101619-GGC	
Centennial Contractors Enterprises, Inc.	TX-NT-GC-101619-CCE	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-F-101619-GFC	
CORE Construction Services of Texas, Inc.	TX-NT-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-NT-P-101619-CCT	
Lee Construction and Maintenance Company	TX-NT-P-101619-LCM	
Gomez Floor Covering, Inc. dba GFC Contracting	TX-NT-P-101619-GFC	
Lee Construction and Maintenance Company	TX-NT-GC-101619-LCM	
WR Construction Inc.	TX-PH-GC-101619-WRC	
CORE Construction Services of Texas, Inc.	TX-PH-GC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-APC-101619-CCT	
CORE Construction Services of Texas, Inc.	TX-PH-P-101619-CCT	
Tri-State General Contracting Group, Inc.	TX-PH-GC-101619-JRT	
G2 General Contractors	TX-NT-GC-101619-GGC	
G2 General Contractors	TX-NT-RC-101619-GGC	
Freedom Construction-a series of tFg Companies, LLC	TX-NT-GC-101619-FRC	
Teinert Construction	TX-PH-GC-101619-TCB	
SDB, Inc.	TX-PH-GC-101619-SDB	
Lee Construction and Maintenance Company	TX-NT-F-101619-LCM	
Teinert Construction	TX-NT-GC-101619-TCB	
CORE Construction Services of Texas, Inc.	TX-NT-GC-101619-CCT	
Henthorn Commercial Construction, LLC	TX-NT-GC-101619-HCL	
CORE Construction Services of Texas, Inc.	TX-PH-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-NT-GC-101619-FHP	
SDB, Inc.	TX-NT-GC-101619-SDB	
CORE Construction Services of Texas, Inc.	TX-NT-F-101619-CCT	
F.H. Paschen, S.N. Nielsen & Associates, LLC	TX-PH-GC-101619-FHP	
Nouveau Construction and Technology Services, LP	TX-NT-GC-101619-NCT	
Henthorn Commercial Construction, LLC	TX-PH-GC-101619-HCL	
David Mancini & Sons, Inc.	FL-R1-CC01-111821-DMS	
Astra Group, LLC	FL-R1-CC02-111821-ACS	
Amici Engineering Contractors	FL-R1-CC03-111821-AME	
Nichols Contracting, Inc.	FL-R1-E01-111821-NIC	
Advanced Roofing, Inc.	FL-R1-E02-111821-ADR	
Jewel of the South	FL-R1-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R1-GC02-111821-FHP	
Place Services, Inc.	FL-R1-GC03-111821-PLA	
JOC Construction	FL-R1-GC04-111821-LRI	
Nichols Contracting, Inc.	FL-R1-GC05-111821-NIC	
Johnson-Laux Construction, LLC	FL-R1-GC06-111821-JLC	
Advanced Roofing, Inc.	FL-R1-GC07-111821-ADR	
RAM Construction & Development	FL-R1-GC08-111821-RAM	
Millers Plumbing & Mechanical, Inc.	FL-R1-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R1-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R1-HVAC03-111821-MSF	
Astra Group, LLC	FL-R1-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R1-PAC02-111821-DMS	
Advanced Roofing, Inc.	FL-R1-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R2-CC01-111821-DMS	
Astra Group, LLC	FL-R2-CC02-111821-ACS	
Amici Engineering Contractors	FL-R2-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R2-E01-111821-ADR	
Integrated Fire & Security Solutions Inc	FL-R2-E02-111821-IFS	
Jewel of the South	FL-R2-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R2-GC02-111821-FHP	
Place Services, Inc.	FL-R2-GC03-111821-PLA	
JOC Construction	FL-R2-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R2-GC05-111821-ADR	
Johnson-Laux Construction, LLC	FL-R2-GC06-111821-JLC	
RAM Construction & Development	FL-R2-GC07-111821-RAM	

APPENDIX A Continued

HCR Construction, Inc.	FL-R2-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R2-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R2-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R2-HVAC03-111821-MSF	
Astra Group, LLC	FL-R2-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R2-PAC03-111821-AME	
David Mancini & Sons, Inc.	FL-R2-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R2-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R3-CC01-111821-DMS	
Astra Group, LLC	FL-R3-CC02-111821-ACS	
Amici Engineering Contractors	FL-R3-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-E01-111821-ADR	
Jewel of the South	FL-R3-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R3-GC02-111821-FHP	
Place Services, Inc.	FL-R3-GC03-111821-PLA	
JOC Construction	FL-R3-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R3-GC05-111821-ADR	
Johnson-Laux Construction, LLC	FL-R3-GC06-111821-JLC	
RAM Construction & Development	FL-R3-GC07-111821-RAM	
HCR Construction, Inc.	FL-R3-GC08-111821-HCR	
Millers Plumbing & Mechanical, Inc.	FL-R3-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R3-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R3-HVAC03-111821-MSF	
Astra Group, LLC	FL-R3-PAC01-111821-ACS	
David Mancini & Sons, Inc.	FL-R3-PAC02-111821-DMS	
Amici Engineering Contractors	FL-R3-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R3-RW01-111821-ADR	
Amici Engineering Contractors	FL-R4-CC01-111821-AME	
David Mancini & Sons, Inc.	FL-R4-CC02-111821-DMS	
Astra Group, LLC	FL-R4-CC03-111821-ACS	
Advanced Roofing, Inc.	FL-R4-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R4-E02-111821-NIC	
Jewel of the South	FL-R4-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R4-GC02-111821-FHP	
Place Services, Inc.	FL-R4-GC03-111821-PLA	
JOC Construction	FL-R4-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R4-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R4-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R4-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R4-GC08-111821-DMS	
HCR Construction, Inc.	FL-R4-GC09-111821-HCR	
Astra Group, LLC	FL-R4-GC10-111821-ACS	
Millers Plumbing & Mechanical, Inc.	FL-R4-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R4-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R4-HVAC03-111821-MSF	
Amici Engineering Contractors	FL-R4-PAC01-111821-AME	
Astra Group, LLC	FL-R4-PAC02-111821-ACS	
David Mancini & Sons, Inc.	FL-R4-PAC03-111821-DMS	
Advanced Roofing, Inc.	FL-R4-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R5-CC01-111821-DMS	
Astra Group, LLC	FL-R5-CC02-111821-ACS	
Amici Engineering Contractors	FL-R5-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R5-E02-111821-NIC	
Jewel of the South	FL-R5-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R5-GC02-111821-FHP	
Place Services, Inc.	FL-R5-GC03-111821-PLA	
JOC Construction	FL-R5-GC04-111821-LRI	
Advanced Roofing, Inc.	FL-R5-GC05-111821-ADR	
Nichols Contracting, Inc.	FL-R5-GC06-111821-NIC	
Johnson-Laux Construction, LLC	FL-R5-GC07-111821-JLC	
David Mancini & Sons, Inc.	FL-R5-GC08-111821-DMS	
Millers Plumbing & Mechanical, Inc.	FL-R5-HVAC01-111821-MPM	
Advanced Roofing, Inc.	FL-R5-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R5-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R5-PAC01-111821-DMS	

APPENDIX A Continued

Astra Group, LLC	FL-R5-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R5-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R5-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R6-CC01-111821-DMS	
Astra Group, LLC	FL-R6-CC02-111821-ACS	
Amici Engineering Contractors	FL-R6-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R6-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R6-E03-111821-IFS	
Jewel of the South	FL-R6-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R6-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R6-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R6-GC04-111821-ADR	
JOC Construction	FL-R6-GC05-111821-LRI	
Place Services, Inc.	FL-R6-GC06-111821-PLA	
Centennial Contractors Enterprises, Inc.	FL-R6-GC07-111821-CCE	
Ovation Construction Company	FL-R6-GC08-111821-OCC	
Hall Mechanical and Air Conditioning LLC	FL-R6-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R6-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R6-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R6-PAC01-111821-DMS	
Astra Group, LLC	FL-R6-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R6-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R6-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R7-CC01-111821-DMS	
Astra Group, LLC	FL-R7-CC02-111821-ACS	
Amici Engineering Contractors	FL-R7-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R7-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R7-E03-111821-IFS	
Jewel of the South	FL-R7-GC01-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R7-GC02-111821-FHP	
Shiff Construction & Development, Inc.	FL-R7-GC03-111821-SCD	
Advanced Roofing, Inc.	FL-R7-GC04-111821-ADR	
JOC Construction	FL-R7-GC05-111821-LRI	
Place Services, Inc.	FL-R7-GC06-111821-PLA	
Nichols Contracting, Inc.	FL-R7-GC07-111821-NIC	
Amici Engineering Contractors	FL-R7-GC08-111821-AME	
Hall Mechanical and Air Conditioning LLC	FL-R7-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R7-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R7-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R7-PAC01-111821-DMS	
Astra Group, LLC	FL-R7-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R7-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R7-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R8-CC01-111821-DMS	
Astra Group, LLC	FL-R8-CC02-111821-ACS	
Amici Engineering Contractors	FL-R8-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R8-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R8-E03-111821-IFS	
Harbour Construction, Inc.	FL-R8-GC01-111821-HBC	
Jewel of the South	FL-R8-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R8-GC03-111821-FHP	
Shiff Construction & Development, Inc.	FL-R8-GC04-111821-SCD	
David Mancini & Sons, Inc.	FL-R8-GC05-111821-DMS	
Advanced Roofing, Inc.	FL-R8-GC06-111821-ADR	
Centennial Contractors Enterprises, Inc.	FL-R8-GC07-111821-CCE	
JOC Construction	FL-R8-GC08-111821-LRI	
Place Services, Inc.	FL-R8-GC09-111821-PLA	
Nichols Contracting, Inc.	FL-R8-GC10-111821-NIC	
Hall Mechanical and Air Conditioning LLC	FL-R8-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R8-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R8-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R8-PAC01-111821-DMS	
Astra Group, LLC	FL-R8-PAC02-111821-ACS	

APPENDIX A Continued

Amici Engineering Contractors	FL-R8-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R8-RW01-111821-ADR	
David Mancini & Sons, Inc.	FL-R9-CC01-111821-DMS	
Astra Group, LLC	FL-R9-CC02-111821-ACS	
Amici Engineering Contractors	FL-R9-CC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R9-E02-111821-NIC	
Integrated Fire & Security Solutions Inc	FL-R9-E03-111821-IFS	
Shiff Construction & Development, Inc.	FL-R9-GC01-111821-SCD	
Jewel of the South	FL-R9-GC02-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R9-GC03-111821-FHP	
David Mancini & Sons, Inc.	FL-R9-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R9-GC05-111821-ADR	
Place Services, Inc.	FL-R9-GC06-111821-PLA	
JOC Construction	FL-R9-GC07-111821-LRI	
Centennial Contractors Enterprises, Inc.	FL-R9-GC08-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R9-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R9-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R9-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R9-PAC01-111821-DMS	
Astra Group, LLC	FL-R9-PAC02-111821-ACS	
Amici Engineering Contractors	FL-R9-PAC03-111821-AME	
Advanced Roofing, Inc.	FL-R9-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R9-RW02-111821-SCR	
David Mancini & Sons, Inc.	FL-R10-CC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-CC02-111821-LCC	
Astra Group, LLC	FL-R10-CC03-111821-ACS	
Amici Engineering Contractors	FL-R10-CC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-E01-111821-ADR	
Nichols Contracting, Inc.	FL-R10-E02-111821-NIC	
Harbour Construction, Inc.	FL-R10-GC01-111821-HBC	
Shiff Construction & Development, Inc.	FL-R10-GC02-111821-SCD	
Team Contracting, Inc.	FL-R10-GC03-111821-TCI	
David Mancini & Sons, Inc.	FL-R10-GC04-111821-DMS	
Advanced Roofing, Inc.	FL-R10-GC05-111821-ADR	
Jewel of the South	FL-R10-GC06-111821-JOS	
F.H. Paschen, S.N. Nielsen & Associates, LLC	FL-R10-GC07-111821-FHP	
Place Services, Inc.	FL-R10-GC08-111821-PLA	
Nichols Contracting, Inc.	FL-R10-GC09-111821-NIC	
Amici Engineering Contractors	FL-R10-GC10-111821-AME	
Johnson-Laux Construction, LLC	FL-R10-GC11-111821-JLC	
Centennial Contractors Enterprises, Inc.	FL-R10-GC12-111821-CCE	
Hall Mechanical and Air Conditioning LLC	FL-R10-HVAC01-111821-HMA	
Advanced Roofing, Inc.	FL-R10-HVAC02-111821-ADR	
Mechanical Services of Central Florida, Inc.	FL-R10-HVAC03-111821-MSF	
David Mancini & Sons, Inc.	FL-R10-PAC01-111821-DMS	
Lanzo Construction Co., Florida	FL-R10-PAC02-111821-LCC	
Astra Group, LLC	FL-R10-PAC03-111821-ACS	
Amici Engineering Contractors	FL-R10-PAC04-111821-AME	
Advanced Roofing, Inc.	FL-R10-RW01-111821-ADR	
Salomon Construction & Roofing	FL-R10-RW02-111821-SCR	



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #110223
Entitled

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

The following advertisement was placed September 14, 2023 in *USA Today*, in South Carolina’s *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, September 15, 2023 in Oregon’s *Daily Journal of Commerce*, and September 14 and September 21, 2023 in *The Oklahoman*:

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

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

AGILE HEALTHCARE, LLC	McNeilus Financial DBA McNeilus Truck & MFG
Air-Flo MFG. CO., Inc.	Mobile Container Service, Inc.
Amrep Manufacturing, LLC	Packey Webb Ford
BOIVIN EVOLUTION	Par-Kan Company, LLC
BorgWarner	PWXPress
Buyers Products Company, Inc.	Regina Construction Association
CTY, Inc. dba Numina	Rush Truck Centers of Oklahoma, Inc.
Curbtender, Inc.	RWC Group
Dennis Eagle, Inc.	Schroeder Industries
Dobbs Truck Group	Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC

Doggett Freightliner of Arkansas, LLC	Southwestern Equipment Co.
EGR Holdings, LLC	Spartan Truck Company, Incorporated
ForeFront Power, LLC	Stellar Industries - Garner, IA
Glacier	Stetco Group, LLC
Hol-Mac Corporation	TEC Equipment
Kann Manufacturing Corporation	Technology International, Inc.
Labrie Enviroquip Group	The Broyhill Manufacturing Company
Laird Mfg., LLC	The Heil Co.
Loadmaster Corporation	The Proposal Lab
LOS ANGELES TRUCK CENTERS	Universal Handling Equipment Company, Ltd.
MARREL CORPORATION	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on November 2, 2023 at 4:33:52 pm CT. Proposals were received from the following:

Air-Flo MFG. CO., Inc.
 Amrep Manufacturing, LLC
 Curbtender, Inc.
 Dennis Eagle, Inc.
 Hol-Mac Corporation
 Kann Manufacturing Corporation
 Labrie Enviroquip Group
 Loadmaster Corporation
 McNeilus Financial DBA McNeilus Truck & MFG
 Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC
 Spartan Truck Company, Incorporated
 Stellar Industries - Garner, IA
 Stetco Group, LLC
 The Heil Co.
 Universal Handling Equipment Company, Ltd.

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, MS, Sr. Procurement Analyst
 Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst
 Michael Muñoz, CPPB, Sr. Procurement Analyst
 Nick Scholer, Procurement Analyst

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

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

Curbtender, Inc. offers front end loaders, rear loaders, and side loaders with capacities from 6 to 44 cubic yards, including a non-CDL option. Their dealer network and sales force can service Sourcewell participating entities throughout the US and Canada. They offer a two-year standard warranty with extended warranty options available. Curbtender is also offering competitive discounts off MSRP.

Labrie Enviroquip Group manufactures rear-loading, side-loading and front-loading refuse bodies that can be attached to numerous chassis options. Labrie Enviroquip Group offers a side-loading body with a unique dual sided loading option that is ideal for alleys and one-way streets. With regional sales managers and dealers located throughout the United States and Canada, Labrie Enviroquip Group is poised to assist Sourcewell participating entities. They are offering a solid discount off their published list prices.

McNeilus Financial, Inc. offers turnkey mobile refuse vehicles with front, rear, and side loading options, parts, and service. McNeilus Financial, Inc. utilizes a direct sales force throughout the United States and Canada and stands ready to serve Sourcewell participating agencies. Their pricing reflects a substantial discount from MSRP pricing, with volume discounts and leasing options available.

Scranton Manufacturing Co. Inc. d/b/a New Way Trucks offers a turnkey solution for front loaders, rear loaders, side loaders and automated side loaders. They also offer Compressed Natural Gas (CNG) fueling integration on all models resulting in cleaner emissions. New Way Trucks has also been involved in delivering the first battery electric rear load collection vehicles. They are positioned to serve Sourcewell participating entities in the United States and Canada with their extensive sales and dealer network. New Way Trucks is offering a competitive discount off MSRP price to participating entities.

The Heil Co. offers turnkey solutions for mobile refuse vehicles, including front loaders, side loaders and rear loaders. The Heil Co. also offers a Third Eye on-board camera system to monitor the driver's environment to ensure safe operation of the vehicle. They have a vast dealer network located throughout the United States and Canada and are equipped to serve Sourcewell participating entities. The Heil Co. offers participating entities a substantial discount off of MSRP prices.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #110223 to:

Curbtender, Inc.	#110223-CRB
Labrie Enviroquip Group	#110223-LEG
McNeilus Truck & Mfg.	#110223-MCN
Scranton Manufacturing Co. Inc. dba New Way Trucks	#110223-NWY
The Heil Co.	#110223-THC

The preceding recommendations were approved on December 12, 2023.

DocuSigned by:

Greg Grunig

7DDDCFD8B3D45D...

Greg Grunig, MS, Sr. Procurement Analyst

Sourcewell

DocuSigned by:

Ginger Line

851994C8DEB1414...

Ginger Line, MPA, NIGP-CPP, CPPB, Sr. Procurement Analyst

DocuSigned by:

Michael Muñoz

0B0204E40D3E445...

Michael Muñoz, CPPB, Sr. Procurement Analyst

DocuSigned by:

Nick Scholer

4513A60DCA01467...

Carol Jackson, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #110223 for Refuse Collection Vehicles with Related Equipment, Accessories, and Services**.

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

I hereby certify:

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

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

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



The New York State Contract Reporter

This document printed
Thursday, 09/14/2023

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

Contracting Opportunity

Title: Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 110223

CR Number: 2101883

Contract Term: 4 years

Date of Issue: 09/14/2023

Due Date/Time: 11/02/2023 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

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

Service-Disabled Veteran-Owned Set Aside: No

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

Curbtender

Heil Environmental

Labrie Enviroquip

McNeilus Truck

Scranton Manufacturing

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

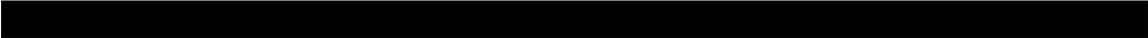
Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered



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Daily Journal of Commerce
11 NE Martin Luther King Jr Blvd.
Portland, OR, 97232
Phone: 503-226-1311 Fax: 503-222-5358



Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2539378, REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

State of OR

County of Multnomah

}
} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
REFUSE COLLECTION VEHICLES WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
09/15/2023.

SEE EXHIBIT A

State of Oregon
County of Multnomah

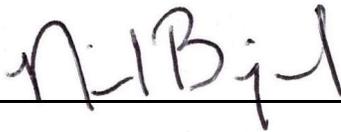
SIGNED OR ATTESTED BEFORE ME ON 15th day of September 2023

By:



Michelle A. Ropp

By:



Nick Evan Bjork
Notary Public, State of OR
No. 995746
My commission expires on January 12, 2024

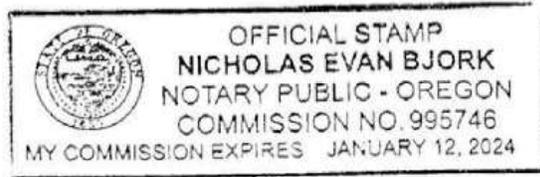


EXHIBIT A

**SOURCEWELL
REFUSE COLLECTION VEHICLES
WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES**

**Proposals due 4:30 pm,
November 2, 2023**

REQUEST FOR PROPOSALS

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

Published Sep. 15, 2023. 2539378

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Sourcewell
Sourcewell
PO BOX 219
STAPLES MN 56479

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

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

09/14/2023, 09/21/2023

and that the fees charged are legal.
Sworn to and subscribed before on 09/21/2023



Legal Clerk



Notary, State of WI, County of Brown

4-6-27

My commission expires

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September 14, 21, 2023
9273642

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State of Wisconsin



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AFFIDAVIT OF PUBLICATION

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Attention: Carol Jackson

SOURCEWELL
 PO BOX 219
 STAPLES, MN 56479

carol.jackson@sourcwell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Refuse Collection Vehicles with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.
 IPL0139342
 Sep 14 2023

State of South Carolina

County of Richland

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

1 insertion(s) published on:
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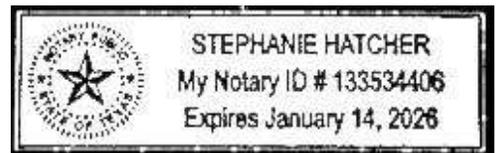
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 15th day of September in the year of 2023

Stephanie Hatcher

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



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Extra charge for lost or duplicate affidavits.
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Football team, league switch keep Colorado chancellor busy

Brent Schrotenboer
USA TODAY

BOULDER, Colorado – Phil DiStefano has had quite a year as chancellor of the University of Colorado Boulder. Since early December, he has:

- Hired Deion Sanders as his head football coach.
- Decided to have Colorado leave the Pac-12 after 13 years, helping contribute to the league's collapse.
- Decided to rejoin the Big 12 Conference after leaving it in 2011.

More recently, he's watched his university's football team become arguably the biggest story in American sports after starting the season 2-0 under Sanders, including a big win against Nebraska last Saturday at Folsom Field.

USA TODAY Sports interviewed him about all of this and more in his office on campus the day before that home opener.

Is Colorado putting too many eggs in Sanders' basket? Didn't the Pac-12's presidents and chancellors turn down a good deal last year that could have kept the league together? And why did he pull the plug on the Pac-12 before he even knew for sure what the league could offer Colorado in revenue-sharing for the future?

"I could have been wrong," DiStefano said. To be clear, sports is not his primary focus. He's a lifelong educator who has been in charge of the campus as chancellor since 2009, including athletics. But the Buffaloes have grabbed national headlines recently, leading both ESPN and Fox Sports to send their Saturday game-day shows to Boulder this week. "60 Minutes" is coming to town, too, according to a recent video published by Sanders' son Deion Jr. All want to capitalize on the big viewership numbers being delivered by "Coach Prime" after he took over a team that finished 1-1 last year.

Colorado's big bet on Sanders: 'Why not?'

Before the season, the university even filmed a nationally televised commercial that promotes CU Boulder by showcasing it as a "Prime" destination with "Coach Prime" on board. DiStefano appears in the ad at the end, noting the campus has a "Prime location" with its scenic backdrop.

But there were no guarantees Sanders would be successful when they filmed this advertisement for the university. He hadn't even coached a game yet. Skeptics might question whether Colorado has placed too many eggs in Sanders' basket, which could fall and break in an unpredictable sport.

DiStefano sees it differently. "Yeah, I think for this first year, why not?" DiStefano said. "I mean, it's the biggest story in sports, not only in college sports. In sports. So why not?"

Why they ditched the Pac-12

DiStefano and his athletic director, Rick George, had decided they couldn't wait forever on the Pac-12 to give them concrete projections for what the league could provide them in revenue under a new media rights deal starting next year.

So they bailed and signed a grant-of-rights agreement with the Big 12 that lasts through June 2031.

He previously told USA TODAY Sports he would wait to see the numbers from the Pac-12 before making any decision and even expressed confidence that the Pac-12 would rank third among the Power Five conferences in revenue sharing.

All that changed in July, when Colorado faced a decision: Take a concrete offer from the Big 12 to join as a full member with a \$31.7 million share of media rights revenue. Or keep waiting on the Pac-12 to show them the money.

"I was chancellor when we moved to the Pac-12 (in 2011), and it was one of the things I wanted to do, but personally I couldn't see a deal in the Pac-12 coming through of any significance," he said. "I could have been wrong."

Did he see any numbers from the Pac-12 before deciding to leave?

"Actually, I didn't," he said.

Wasn't it a risk to leave before then?

He said he could have been wrong because there was still a possibility the Pac-12 could strike a deal with a major television partner such as ESPN. It did not, but DiStefano didn't know that for sure at the time that he made the decision to leave. All he knew for sure was



Colorado football coach Deion Sanders has the Buffaloes off to a 2-0 start after beating Nebraska. RON CHENYO/USA TODAY SPORTS

that the Big 12 was offering a TV package with ESPN and Fox Sports.

"What we knew was what the Big 12 could offer and that ESPN could pick up any, if it's a Power Five conference team, their share," he said. "And Fox, it would be negotiated with the Big 12. And we were confident about that just because it was Colorado and having Coach Prime (Sanders)."

What did he know at the time about Pac-12?

After Colorado decided to leave the Pac-12, the league showed remaining members a potential deal with Apple that would stream Pac-12 games on its subscription service. It was unconventional and raised questions about whether the league's schools would lose visibility if they moved away from traditional linear TV companies such as ESPN. Did DiStefano know at the time that the Pac-12 deal would not focus on linear TV?

"Well, no, because I believed there were still discussions going on with linear. But I think that's where the risk (for Colorado) might have come in. But again, I think the stability outweighed the risk."

The cost of realignment

Stability was the main reason Colorado left the Pac-12. After Colorado left, Arizona, Arizona State and Utah made the same decision to ditch the uncertain future of the Pac-12 for certain linear contract terms with the Big 12.

Washington and Oregon also decided to leave the Pac-12 for the Big Ten, forcing their athletes into a series of cross-country trips to Big Ten destinations in the Midwest and East instead of shorter trips in the West with the Pac-12. Similar long-distance travel awaits California and Stanford, which since decided to bail on the Pac-12 for the Atlantic Coast Conference based in North Carolina.

"It's definitely going to be difficult on student-athletes," DiStefano said of those schools. "Personally, what I would hope is the presidents and chancellors in the ACC and Big Ten, and athletic directors in those two conferences, really look at some creative scheduling so that these students aren't flying to Rutgers one weekend and flying back to Indiana or Ohio State the second one."

Colorado doesn't face that problem by rejoining the Big 12, because DiStefano said its travel distances won't change much.

What do you think of the Pac-12's demise?

Only two Pac-12 teams remain for 2024: Oregon State and Washington State.

"It's confirmation of how college sports are changing," he said.

Is it progress?

"Probably progress in some ways," he said. "In some ways, kind of in the middle."

Who's to blame for what happened to Pac-12?

"I'm not in the blame game at all. The presidents and chancellors in this case, No. 1 they do what's good for their institutions. And I don't know (USC president Carol Folt's) motivation or (UCLA chancellor) Gene Block's motivation. My motivation was stability for our student-athletes, making sure they had the opportunity to be on ESPN, Fox."

COLLEGE FOOTBALL WEEK 4 GAMES

Schedule provided by NCAA.com. Times p.m. EDT; times and networks subject to change.

Matchup	Time	Network
Thursday		
Bethune-Cookman at Miami (Fla.)	7:30	ACC
Navy at Memphis	7:30	ESPN
Friday		
Virginia at Maryland	7	FS1
Army at UTSA	7	ESPN
Utah State at Air Force	8	CBSN
Saturday		
LSU at Mississippi State	Noon	ESPN
Penn State at Illinois	Noon	Fox
Florida State at Boston College	Noon	ABC
Kansas State at Missouri	Noon	SEC
Georgia Southern at Wisconsin	Noon	Big Ten
Liberty at Buffalo	Noon	CBSN
Louisville at Indiana	Noon	Big Ten
Wake Forest at Old Dominion	Noon	ESPN+
Long Island at Baylor	Noon	ESPN+
Iowa State at Ohio	Noon	ESPN+
Central Connecticut at Kent State	Noon	ESPN+
North Dakota at Boise State	Noon	FS1
Holy Cross at Yale	Noon	ESPN+
Cornell at Lehigh	Noon	ESPN+
Stonehill at Georgetown	12:30	ESPN+
Columbia at Lafayette	12:30	ESPN+
St. Thomas (Minn.) at Harvard	1	ESPN+
Davidson at Marist	1	ESPN+
Penn at Colgate	1	ESPN+
Weber State at Utah	2	Pac-12
VMI at North Carolina State	2	CW
UMass at Eastern Michigan	2	ESPN+
Norfolk State at Temple	2	ESPN+
Indiana State at Ball State	2	ESPN+
Lamar at South Dakota	2	ESPN+
Robert Morris at Youngstown State	2	ESPN+
Central Michigan at Notre Dame	2:30	Peacock
Illinois State at Eastern Illinois	3	ESPN+
Florida Memorial at Grambling	3	ESPN+
Stetson at Montana State	3	ESPN+
South Carolina at Georgia	3:30	CBS
Alabama at South Florida	3:30	ABC
San Diego State at Oregon State	3:30	FS1
Oklahoma at Tulsa	3:30	ESPN+
Western Michigan at Iowa	3:30	Big Ten
Northwestern at Duke	3:30	ACC
Virginia Tech at Rutgers	3:30	Big Ten
Florida International at UConn	3:30	CBSN
East Carolina at Appalachian State	3:30	ESPN+
Minnesota at North Carolina	3:30	ESPN+
Central Arkansas at North Dakota State	3:30	ESPN+
Drake vs. South Dakota State (Minneapolis)	3:30	ESPN+
Western Kentucky at Ohio State	4	Fox
UL Monroe at Texas A&M	4	SEC
Tulane at Southern Miss	4	ESPNU
Idaho at Cal	4	ESPN+
Utah Tech at Northern Arizona	4	ESPN+
SE Louisiana at Eastern Washington	4	ESPN+
North American Univ. at Portland State	4	ESPN+
Brown at Bryant	4	ESPN+
William & Mary at Charleston Southern	4	ESPN+
Princeton at San Diego	4	ESPN+
Washington at Michigan State	5	Peacock
North Carolina Central at UCLA	5	ESPN+
Northern Colorado at Washington State	5	ESPN+
Furman at Kennesaw State	5	ESPN+
Towson at Morgan State	5	ESPN+
Georgia State at Charlotte	6	ESPN+
Western Carolina at Eastern Kentucky	6	ESPN+
UNI at Idaho State	6	ESPN+
Gardner-Webb at Tennessee State	6	ESPN+
Presbyterian at Wofford	6	ESPN+
The Citadel at Chattanooga	6	ESPN+
Villanova at UCF	6:30	ESPN+
Tennessee at Florida	7	ESPN
Samford at Auburn	7	ESPN+/SECN+
North Texas at Louisiana Tech	7	ESPN+
Murray State at Middle Tennessee	7	ESPN+
Northern Illinois at Nebraska	7	FS1
Vanderbilt at UNLV	7	CBSN
Miami (Ohio) at Cincinnati	7	ESPN+
South Alabama at Oklahoma State	7	ESPN+
Tarleton State at Texas Tech	7	ESPN+
Louisiana at UAB	7	ESPN+
Prairie View A&M at SMU	7	ESPN+
Texas Southern at Rice	7	ESPN+
Duquesne at Coastal Carolina	7	ESPN+
Stony Brook at Arkansas State	7	ESPN+
James Madison at Troy	7	NFL
San Jose State at Toledo	7	ESPN+
Alabama A&M at Southern	7	ESPN+
East Tennessee State at Austin Peay	7	ESPN+
North Alabama at Tennessee Tech	7	ESPN+
Houston Christian at UT Martin	7	ESPN+
Stephen F. Austin at Northwest State	7	ESPN+
Southern Illinois at Southeast Missouri State	7	ESPN+
Lindenwood at Western Illinois	7	ESPN+
Bowling Green at Michigan	7:30	Big Ten
Georgia Tech at Ole Miss	7:30	SEC
BYU at Arkansas	7:30	ESPN2
Akron at Kentucky	7:30	ESPNU
Syracuse at Purdue	7:30	NBC
Pitt at West Virginia	7:30	ABC
Florida Atlantic at Clemson	8	ACC
Wyoming at Texas	8	Longhorn
Hawaii at Oregon	8	Pac-12
TCU at Houston	8	Fox
New Mexico State at New Mexico	8	Mtn West
Sacramento State at Stanford	8	ESPN+
Lincoln (Calif.) at Cal Poly	8	ESPN+
Ferris State at Montana	8	ESPN+
UIW at Abilene Christian	8	ESPN+
Jackson State at Texas State	8:30	ESPN+
Colorado State at Colorado	10	ESPN
Southern Utah at UC Davis	10	ESPN+
Fresno State at Arizona State	10:30	ESPN+
Kansas at Nevada	10:30	CBSN
UTEP at Arizona	11	Pac-12

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NOTICES
PUBLIC NOTICE

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Release Collection Vehicles with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portals.sourcewellmn.gov>

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

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

To advertise in USA TODAY, call 1-800-397-0070

PUBLIC NOTICE

The Interlocal Purchasing System (IIPS) has posted procurement solicitations at www.iips-usa.com for the following categories:

- 230901 Audio Visual Equipment, Supplies, and Services
- 230902 Permanent Modular Buildings JOC
- 230903 Industrial and Facility equipment, Chemicals, Supplies, and Services
- 230904 Books, Library, and Educational Materials
- 230905 Civilian-Use Drone Goods and Services (Non-Military)

Proposal is due and will be opened on October 20, 2023, at 3:00 pm local time.

Call 866-830-8477 for problems with website or questions.

Place your advertisement in USA TODAY Marketplace! To advertise, call: 800-397-0070

CHANGE OF NAME

I Tahir Ahmed Mahmood Butt, S/O Mahmood Ahmad Butt, born on June 20th, 1976, residing at 13811 Royalwood Rd Apt. A114, North Royalton, Ohio 44132, USA, have changed my name to Tahir Butt Ahmed.

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Opportunity Notice

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Category: Goods

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

[View Bid Package](#)

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

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

Opportunity Information

Organization:	Canoe Procurement Group of Canada
Organization Address:	
Reference Number:	AB-2023-05706
Solicitation Number:	AB-2023-05706
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	09/14/2023 12:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	11/02/2023 03:30:00 PM Alberta Time
Last Update (MM/dd/yyyy):	09/14/2023 11:40:29 AM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA & TCA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive
Commodity Codes:	N2320GJ: Truck, Refuse Collection, Gasoline Powered N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR

Response Submission:

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

<https://portal.sourcwell-mn.gov>

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

Response Contact:

Wolff, Tara
Manager of Procurement
2510 Sparrow Drive
Nisku, Alberta T9E 8N5
Tel: 218-541-5362
Email: tara.wolff@sourcwell-mn.gov

View Details

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

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 110223
Bid Name:	Refuse Collection Vehicles with Related Equipment, Accessories, and Services
Bid Status:	Open
Bid Closing Date:	Thu Nov 2, 2023 4:30:00 PM (CDT)
Question Deadline:	Wed Oct 25, 2023 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than November 02, 2023, at 4:30 p.m. Central Time , and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

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Revisions

OPEN 

Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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

Important Dates

Pre-Proposal Conference:

October 3, 2023 at 10:00 am CDT

Proposals Due:

November 2, 2023 at 4:30 pm CDT

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

Sourcewell Procurement Portal 



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Publish

- Bid Announcements
- Doc. Taker's List

Publish /Verify Contents Save as Template

Solicitation Setting

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

Solicitation Details

Mandatory Information			
Solicitation Type	RFP	Solicitation Number	110223
Solicitation Name	Refuse Collection Vehicles with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)	
Procurement Title/Project Name	110223 Refuse Collection Vehicles

Advertisement

Basic Settings			
Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$1,000,000,000.00
Publish Date	09/14/2023	Closing Date & Time	11/02/2023 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

- Selected Categories**
- Automotive/ Industrial
 - Industrial Vehicles/ Equipment Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview



Refuse Collection Vehicles with Related Equipment, Accessories, and Services

110223

Closing Date: 11/02/2023 04:30:00 PM CT

Detail:

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

Sourcewell

Print

Categories

Notice

Basic Information

Estimated Contract Value (CAD)
1,000,000,000.00 (Not shown to suppliers)

Issuing Organization
Sourcewell

Solicitation Number
110223

source ID
PPCO.USA.866485.C8B455

Reference Number
0000255973

Solicitation Type
RFP - Request for Proposal (Formal)

Title
Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Dates

Publication Date
2023/09/14 09:23:48 AM EDT

Question Acceptance Deadline
2023/10/25 05:30:00 PM EDT

Closing Date
2023/11/02 05:30:00 PM EDT

Prebid Conference
2023/10/03 01:00:00 AM EDT

Contact Information

Procurement Department
rfp@sourcewell-mm.gov

218-894-1930

Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, nonprofit, tribal... [See more](#)

Pre-Bidding Events

Event Type
Prebid Conference

Attendance
Recommended

Event date
2023/10/03 01:00:00 AM EDT

Location
Online Conference

Event Note
Login information will be emailed two business days prior to the event.

Bid Submission Process

Bid Submission Type
Electronic Bid Submission

Pricing
In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

DocuSign Envelope ID: FAB7532-1C16-4311-A188-D78C0EE42041



**Proposal Evaluation
Refuse Collection Vehicles with Related Equipment, Accessories, and Services RFP #110223**

	Al-Flo MFG Co	Amrep Manufacturing	Curbtender Inc	Dennis Eagle Inc	Hol-Mac Corporation	Kann Manufacturing	Labrie Enviroquip	Loadmaster
Possible Points								
Conformance to RFP Requirements	50	31	42					
Pricing	400	245	341		40	36	40	36
Financial Viability and Marketplace Success	75	50	61		62	54	66	57
Ability to Sell and Deliver Service	100	65	78		75	61	86	68
Marketing Plan	50	35	40		31	31	39	34
Value Added Attributes	75	50	62		59	59	60	54
Warranty	50	39	42		40	39	40	38
Depth and Breadth of Offered Equipment, Products, or Services	200	131	175		164	158	178	154
Total Points	1,000	791	841	3	798	734	825	691
Rank Order	14	7	3	15	6	9	5	13

	McNeilus Financial	Scranton Manufacturing	Spartan Truck	Stellar Industries	Stetco Group LLC	The Heli Co	Universal Handling
Possible Points							
Conformance to RFP Requirements	50	41	38				
Pricing	400	333	280	40	35	41	36
Financial Viability and Marketplace Success	75	65	50	58	56	64	53
Ability to Sell and Deliver Service	100	85	61	79	68	86	64
Marketing Plan	50	41	33	41	37	39	35
Value Added Attributes	75	61	53	59	49	65	55
Warranty	50	40	40	42	40	39	40
Depth and Breadth of Offered Equipment, Products, or Services	200	174	151	139	128	181	130
Total Points	833	843	708	762	716	844	703
Rank Order	4	2	11	8	10	1	12

DocuSigned by:
Greg Grunig
7DDDCFE8B3D45D...

Greg Grunig M.S., Procurement Lead Analyst

DocuSigned by:
Ginger Line
3AF42688F2CA47E...

Ginger Line, MPA NIGP-CPP CPPB, Procurement Analyst

DocuSigned by:
Michael Muñoz
0B0204E40D3E448...

Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Nick Scholer
4513A60DCA01467...

Nick Scholer, Procurement Analyst



Proposal Opening Record

Date of opening: November 2, 2023

Sourcewell posted Request for Proposal #110223, for the procurement of Refuse Collection Vehicles with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, September 14, 2023, and the solicitation remained in an open status within the portal until November 2, 2023, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on November 2, 2023, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #110223 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

Air-Flo MFG. CO., Inc. - Submitted 11/01/23 at 8:02:35 AM
Amrep Manufacturing, LLC - Submitted 10/28/23 at 6:06:31 PM
Curbtender, Inc. - Submitted 10/30/23 at 4:49:27 PM
Dennis Eagle, Inc. - Submitted 10/31/23 at 9:31:56 AM
Hol-Mac Corporation - Submitted 11/01/23 at 4:41:30 PM
Kann Manufacturing Corporation - Submitted 10/31/23 at 2:32:50 PM
Labrie Enviroquip Group - Submitted 11/01/23 at 10:04:25 AM
Loadmaster Corporation - Submitted 11/01/23 at 10:02:31 AM
McNeilus Financial DBA McNeilus Truck & MFG - Submitted 11/01/23 at 5:09:54 PM
Scranton Manufacturing Co., Inc. dba New Way FleetForce, LLC - Submitted 10/31/23 at 4:09:36 PM
Spartan Truck Company, Incorporated - Submitted 11/02/23 at 8:45:00 AM
Stellar Industries - Garner, IA - Submitted 10/27/23 at 3:37:35 PM
Stetco Group, LLC - Submitted 11/02/23 at 1:22:39 PM
The Heil Co. - Submitted 10/23/23 at 10:13:13 AM
Universal Handling Equipment Company, Ltd. - Submitted 10/24/23 at 11:06:01 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on November 2, 2023, at 4:33:52 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
7DDDCEFD8B3D45D...

Greg Grunig, MS, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



RFP #110223
REQUEST FOR PROPOSALS
for
Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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

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

SOLICITATION SCHEDULE

Public Notice of RFP Published:	September 14, 2023
Pre-proposal Conference:	October 3, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	October 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	November 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	November 2, 2023, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

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

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

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

B. USE OF RESULTING CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcwell is seeking proposals for Refuse Collection Vehicles with Related Equipment, Accessories, and Services, such as but not limited to:

- a. Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies;
- b. Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered;
- c. Technological, logistical or mechanical accessories designed to increase operator and vehicle safety; and,
- d. Maintenance services.

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

2. The primary focus of this solicitation is on Refuse Collection Vehicles with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:

- a. Chassis-only solutions;
- b. Technology-only solutions;
- c. Rental-only solutions;
- d. Preventative maintenance, maintenance, and repair service-only solutions;
- e. Body or upfitting solutions for low-speed vehicles; and,
- f. Refuse Collection services.

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

- a. Recycling and Repurposing Equipment with Related Accessories, Supplies, Technology and Services (RFP #030923);
- b. Trailers with Related Equipment, Accessories, and Services (RFP #092922);
- c. Fleet Management Services (RFP #030122), except for a complementary offering of solutions identified in subsection 1. c. above;
- d. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021);
- e. Plastic Refuse and Recycling Containers with Related Technology Solutions (RFP #041521);

- f. Bulk Solid Waste and Recycling Equipment (RFP #040621);
- g. Grounds Maintenance Equipment, Attachments, Accessories and Related Services (RFP #031121);
- h. Fleet Management Technologies with Related Software Solutions (RFP #020221); and,
- i. Utility Transport Golf and Recreation Vehicles (RFP #122220).

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

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

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

C. REQUIREMENTS

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

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

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

6. A proposer's documented negative past performance with Sourcwell or its Participating Entities occurring under a previously awarded Sourcwell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to

this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

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

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

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

B. AWARD(S)

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

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

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

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

Pricing
TOTAL POINTS

400

1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a

serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

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

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



Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis



Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (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 Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **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 Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. 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 Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the 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

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

DocuSigned by:
Don Ross
FDDEA3B770F6476...
By: _____
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state: New Way Trucks
Address: 101 State Street
Scranton , IA 51462
Contact: Jesse Geeslin
Email: jgeeslin@newwayfleetforce.com
Phone: 715-321-6048
HST#: 42-0993825

Submission Details

Created On: Thursday September 14, 2023 12:13:18
Submitted On: Tuesday October 31, 2023 16:09:36
Submitted By: Sam Norland
Email: snorland@mcfamco.com
Transaction #: 581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address: 198.153.109.161

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")	Scranton Manufacturing Company/New Way Trucks
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.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):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>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>	<p>In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result.</p> <p>A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation.</p> <p>New Way Trucks is one of the fastest-growing companies in the \$100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence.</p> <p>New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe.</p> <p>Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton.</p> <p>Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients.</p> <p>New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.</p>
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11	What are your company's expectations in the event of an award?	<p>Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies.</p> <p>Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution.</p> <p>A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.</p>	*
12	<p>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>	<p>New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products.</p> <p>New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a \$3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion.</p> <p>In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia.</p> <p>New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.</p>	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	<p>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.</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations.</p> <p>The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network.</p> <p>New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise.</p> <p>The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.</p>
17	<p>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.</p>	<p>The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions.</p> <p>New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry.</p> <p>In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.</p>

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards.</p> <p>New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period.</p> <p>Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection</p>

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock tumbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional tumbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1) New Way Trucks Parts</p> <p>2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network</p> <p>3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet.</p> <p>4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network.</p> <p>5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.</p>
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	<p>To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below.</p> <p>1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications.</p> <p>2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability.</p> <p>3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing.</p> <p>4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way.</p> <p>5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency.</p> <p>6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency.</p> <p>New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.</p>
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	<p>New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.</p>

Table 3B: 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
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23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime.</p> <p>Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind.</p> <p>We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.</p>	*

26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*
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Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcwell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcwell contract.

Table 5: 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 *
28	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.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcwell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.
29	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.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcwell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcwell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.

31	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.	<p>New Way Trucks provides the following solutions:</p> <p>A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor.</p> <p>B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.</p>	*
32	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.	<p>Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p> <p>Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.</p>	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency’s location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p>	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries.</p> <p>Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured.</p> <p>All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.</p>	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.</p>	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over \$2,500.
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include.</p> <p>The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement.</p> <p>This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.</p>
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	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>New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list.</p> <p>New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings.</p> <p>New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.</p>
41	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.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.
42	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.)	<p>New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent.</p> <p>The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
43	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi.</p> <p>a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer</p> <p>b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, “demonstrating extraordinary service to the mission and goals of the organization.”</p> <p>c. 2020: Prentiss County (Mississippi) Development Association’s Industry of the Year for, “contributions made to the economy of Prentiss County in the areas of employment, investment, and community support.”</p> <p>d. 2020: Prentiss County’s Best New Business, as voted on by Booneville Banner Independent readers</p> <p>e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, “service to the technical division, support of SWANA’s mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry.”</p> <p>f. 2020: Don Ross elected to serve on the NWRA Board of Trustees</p> <p>g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors</p> <p>h. 2021-2022: Recognized as one of the Prentiss County Community’s 2021 Business Newsmakers in consecutive years</p> <p>i. 2022: Voted Prentiss County’s Best Place to Work by Booneville Banner Independent readers</p> <p>j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, “consistent support of the association.”</p> <p>k. 2022: Don Ross elected Chairman of NWRA Board of Trustees</p> <p>l. 2023: Surpassed \$750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.</p>
44	What percentage of your sales are to the governmental sector in the past three years	<p>Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.</p>
45	What percentage of your sales are to the education sector in the past three years	<p>New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison.</p> <p>New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.</p>
46	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>New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.</p>
47	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>New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.</p>

Table 9: Top Five Government or Education Customers

Line Item 48. 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 *
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	\$6,707,874.07
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	\$5,328,418.67
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	\$4,483,038.69
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	\$4,356,101.35
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	\$3,414,034.12

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
City of Statesboro, Georgia	Ronnie Lane	912.764.0681
City of Lakeland, Florida	Gene Ginn	863.834.8773
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790
City of Dallas, Texas	Vincent Olsen	214.671.9064

Table 11: 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 *
50	Sales force.	<p>New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America.</p> <p>Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.</p>
51	Dealer network or other distribution methods.	<p>New Way’s Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada.</p> <p>Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles through Sourcewell.</p>
52	Service force.	<p>Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed.</p> <p>New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way’s continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner.</p> <p>The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department’s proximity to New Way’s main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.</p>

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>New Way's Sourcewell order procedure includes six simple steps.</p> <ol style="list-style-type: none"> 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network.</p> <p>In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.</p>
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country.</p> <p>Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over \$2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River.</p> <p>As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.</p>
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.</p>
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.</p>

58	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?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth!</p> <p>Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.</p>	*

Table 12: Marketing Plan

Line Item	Question	Response *	*
60	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>Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences.</p> <p>New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period.</p> <p>Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell.</p> <p>Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.</p>	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews.</p> <p>New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers.</p> <p>Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike.</p> <p>New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.</p>	*

62	<p>In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?</p>	<p>A Sourcwell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcwell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcwell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcwell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcwell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today.</p> <p>New Way Trucks highly values Sourcwell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers.</p> <p>Sourcwell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcwell. New Way distributors regularly attend Sourcwell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcwell trainings.</p> <p>We prominently place the Sourcwell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcwell Contract. New Way will continue to exhibit our partnership with Sourcwell at local, regional, and national training events and tradeshow. Sourcwell will remain a key fixture in New Way's sales process.</p>
63	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands-on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle.</p> <p>Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.</p>

<p>65</p>	<p>Explain key designs or processes your company takes to provide and promote safe operation of your equipment.</p>	<p>New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback.</p> <p>An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers.</p> <p>New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.</p>
<p>66</p>	<p>Describe how the equipment you propose simplifies the operation for end-users.</p>	<p>Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind.</p> <p>New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires.</p> <p>According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle.</p> <p>New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models.</p> <p>The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs.</p> <p>New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation.</p> <p>New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.</p>

<p>67</p>	<p>Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.</p>	<p>New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags.</p> <p>As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-view cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency.</p> <p>Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe.</p> <p>As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency.</p> <p>With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.</p>
<p>68</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings.</p> <p>A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets.</p> <p>The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates.</p> <p>New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.</p>

69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	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 industry's shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project.</p> <p>New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation.</p> <p>Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented.</p> <p>New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system.</p> <p>Ordering a BEV or CNG refuse truck from New Way assures you'll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations.</p> <p>As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.</p>	*
71	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.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women's Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	<p>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>	<p>New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attention to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready.</p> <p>Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this.</p> <p>Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.</p>
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Table 14: 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 *
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73	Do your warranties cover all products, parts, and labor?	<p>New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts.</p> <p>Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM).</p> <p>Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out.</p> <p>Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty.</p> <p>When a warranty service is requested, the distributor shall:</p> <p>Verify warranty eligibility of the machine to be serviced per previous sections</p> <p>Diagnose the problem to determine that the service is warrantable</p> <p>Ensure that the parts necessary to perform the repair are available</p> <p>Provide the necessary repair services</p> <p>Complete and submit the Warranty Request Form</p> <p>For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.</p>	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way.</p> <p>New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.</p>	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
76	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?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).	*

77	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?	<p>In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis.</p> <p>New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following:</p> <p>Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint</p> <p>Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.</p>	*
78	What are your proposed exchange and return programs and policies?	<p>In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense.</p> <p>Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.</p>	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

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

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - NWT Sourcwell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- [Financial Strength and Stability](#) - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- [Marketing Plan/Samples](#) - NWT Sourcwell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- [Standard Transaction Document Samples](#) - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- [Upload Additional Document](#) - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

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. - Sam Norland, Marketing Supervisor, New Way Trucks

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
There have not been any addenda issued for this bid.		

**AMENDMENT #1
TO
CONTRACT # 110223-NWY**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Scranton Manufacturing Company/New Way Trucks** (Supplier).

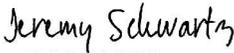
Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective January 19, 2024, through December 28, 2027 (Contract).

NOW, THEREFORE, the parties wish to amend the Contract as follows:

Section 18. Insurance—Subsection A. Requirements— Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

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

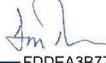
Sourcewell

Signed by:

C0FD2A139D06489...

By: _____
Jeremy Schwartz, Chief Procurement Officer

Date: 5/16/2025 | 1:04 PM CDT

**Scranton Manufacturing Company/
New Way Trucks**

DocuSigned by:

FDDEA3B770F6476...

By: _____
Don Ross, Chief Sales Officer

Date: 5/16/2025 | 11:07 AM PDT

Certificate Of Completion

Envelope Id: D3468C86-232F-4070-9F88-98605E551C2B

Status: Sent

Subject: Council Legislation - New Way Trucks

Source Envelope:

Document Pages: 105

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.190

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

1/23/2026 10:04:17 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Ken Hartlage

Sent: 1/23/2026 10:39:49 AM

kenneth.hartlage@nashville.gov

Viewed: 1/24/2026 10:07:04 AM

Security Level: Email, Account Authentication (None)

Signed: 1/24/2026 10:07:04 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 1/24/2026 10:05:10 AM

ID: 9041ce71-3e82-4a44-a8e6-5761a799b5fc

Dennis Rowland

Sent: 1/24/2026 10:08:20 AM

dennis.rowland@nashville.gov

Viewed: 1/25/2026 12:46:46 PM

Purchasing Agent & Chief Procurement Officer

Signed: 1/25/2026 12:47:13 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

Sent: 1/25/2026 12:47:57 PM

MaryJo.Wiggins@nashville.gov

Viewed: 1/25/2026 6:12:16 PM

Security Level: Email, Account Authentication (None)

Signed: 1/25/2026 6:14:39 PM

Signature Adoption: Pre-selected Style

Using IP Address: 68.52.175.229

Electronic Record and Signature Disclosure:

Accepted: 1/25/2026 6:12:16 PM

ID: 04a82318-b155-46a1-a81b-50523aceb685

Kelli Woodward

Sent: 1/25/2026 6:15:48 PM

Kelli.Woodward@nashville.gov

Viewed: 1/27/2026 8:30:03 AM

Security Level: Email, Account Authentication (None)

Signed: 1/27/2026 8:30:27 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
Accepted: 1/27/2026 8:30:03 AM ID: c6aac2df-edc6-4c36-9f58-86f64ca5b54e		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 1/27/2026 8:30:40 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 1/27/2026 6:21:19 AM
ID: 752f7488-5f70-4614-92cd-7c2b28b6cb4c

Kelli Woodward
Kelli.Woodward@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 1/27/2026 8:30:03 AM
ID: c6aac2df-edc6-4c36-9f58-86f64ca5b54e

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 1/26/2026 8:16:43 AM
ID: 96561a5e-59de-4eba-bd99-1052e4f03da6

Gary Clay
gary.clay@nashville.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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John Stewart

john.stewart@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

1/23/2026 10:39:49 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, "taxes") resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under \$15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. **TERM AND TERMINATION** The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the "Term"). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a "Renewal Term"), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. **SUBSCRIBER WARRANTIES** You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. **DOCUSIGN WARRANTIES** DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the "ESIGN Act") to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

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FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS AND CONDITIONS, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. UNDER NO CIRCUMSTANCES WILL DOCUSIGN'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OR SUBSCRIBER'S USE OF THE SUBSCRIPTION SERVICE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THESE TERMS AND CONDITIONS DURING THE 3 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM. EACH PROVISION OF THESE TERMS AND CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THESE TERMS AND CONDITIONS BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS AND CONDITIONS, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THESE TERMS AND CONDITIONS HAVE FAILED OF THEIR ESSENTIAL PURPOSE. Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation may not apply to you.

18. CONFIDENTIALITY – "Confidential Information" means any trade secrets or other information of DocuSign, whether of a technical, business, or other nature (including, without limitation, DocuSign software and related information), that is disclosed to or made available to Subscriber. Confidential Information does not include any information that: (a) was known to Subscriber prior to receiving it from DocuSign; (b) is independently developed by Subscriber without use of or reference to any Confidential Information; (c) is acquired by Subscriber from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of Subscriber. During and after the Term of these Terms and Conditions, Subscriber will: (i) use the Confidential Information solely for the purpose for which it is provided; (ii) not disclose such Confidential Information to a third party; and (iii) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature. If Subscriber is required by law to disclose the Confidential Information or the terms of these Terms and Conditions, Subscriber must give prompt written notice of such requirement before such disclosure and assist the DocuSign in obtaining an order protecting the Confidential Information from public disclosure. Subscriber acknowledges that, as between the parties, all Confidential Information it receives from DocuSign, including all copies thereof in Subscriber's possession or control, in any media, is proprietary to and exclusively owned by DocuSign. Nothing in these Terms and Conditions grants Subscriber any right, title, or interest in or to any of the Confidential Information. Subscriber's incorporation of the Confidential Information into any of its own materials shall not render Confidential Information non-confidential. Subscriber acknowledges that any actual or threatened violation of this confidentiality provision may cause

irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that DocuSign shall be entitled to seek injunctive relief in addition to all remedies available to DocuSign at law and/or in equity. Absent written consent of DocuSign, the burden of proving that the Confidential Information is not, or is no longer, confidential or a trade secret shall be on Subscriber.

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