



Solicitation Number: RFP #040924

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Co. Inc. dba 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 Rental Equipment, Products, and Related 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 June 11, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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 Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, 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.

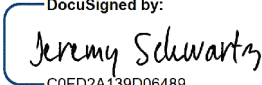
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

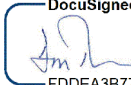
22. CANCELLATION

Sourcwell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell 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.

Sourcwell

Scranton Manufacturing Co. Inc.
dba New Way Trucks

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 6/10/2024 | 7:50 PM CDT

DocuSigned by:

FDDEA3B770F6476...
By: _____
Don Ross
Title: New Way Trucks Chief Sales Officer
Date: 6/10/2024 | 1:53 PM PDT

RFP 040924 - Rental Equipment, Products, and Related 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: Tuesday February 20, 2024 11:22:40
Submitted On: Tuesday April 09, 2024 11:59:40
Submitted By: Sam Norland
Email: snorland@mcfamco.com
Transaction #: 5e6899e8-b614-4720-a3df-891048a6ba77
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 Inc. d.b.a. 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/fleetforce refusetrucks.scrantonmfg.com/fleetforce
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):	Don Ross New Way Trucks Chief Sales Officer 101 State Street Scranton, Iowa 51462 dross@mcfamco.com 800.831.1858
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>New Way [Trucks] FleetForce Rentals is the only direct-from-manufacturer refuse truck rental program in the refuse industry. New Way Trucks is the largest private refuse manufacturer in North America. New Way offers over 45 models of a dozen distinct refuse truck product lines. The product lineup features six rear-load, three automated side-load, and two front-load models ranging in size from six to forty-three cubic yards.</p> <p>FleetForce Rentals was born out of a direct response to customer demand. New Way's customers from coast to coast expressed a need for a rental variant of New Way's industry-leading line of refuse trucks, and the company responded by incorporating FleetForce Rentals in 2015.</p> <p>FleetForce offers both a full lineup of work-ready trucks and the industry expertise to match participating entities to the correct refuse truck solution for their needs. FleetForce can rent rear-, side-, and front-load refuse trucks for user-friendly timeframes. Because FleetForce is part of New Way, its work-ready inventory is available for immediate delivery, allowing participating entities to get the equipment they need most in as little time as possible.</p> <p>FleetForce provides participating entities a smooth process, quickly moving industry-leading equipment from the factory floor to fleets in need of help serving seasonal collection routes, equipment to replace downed refuse trucks due to maintenance woes, new collection contract startups, and more.</p> <p>FleetForce is proudly backed by the industry's most well-respected distributor network, which provides unmatched after-sale support and service and has nearly a decade's worth of experience in serving Sourcewell participating entities.</p>
11	What are your company's expectations in the event of an award?	<p>Should FleetForce be awarded a new Contract, we will develop a Sourcewell-specific equipment rental sheet to further simplify the refuse collection vehicle rental procurement process for Sourcewell participating entities.</p> <p>The FleetForce team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. FleetForce will train the remainder of our Sales Operations Staff new procedures related to the Sourcewell Rental Contract. New, discounted refuse collection vehicle rental pricing will become valid immediately to participating entities and New Way will subsequently implement our turnkey solution.</p> <p>A Sourcewell-awarded contract will allow FleetForce to open a more flexible avenue in providing participating entities with our industry-leading refuse collection equipment. New Way Trucks has held a Sourcewell Contract dating back to 2014 and currently holds Sourcewell Contract #110223-NWY that allows us to serve our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>FleetForce is a division of New Way Trucks. New Way is the cornerstone of the privately-held McLaughlin Family Companies, a growing group of central-Iowa and northeast-Mississippi based 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 growth and expansion-based since John McLaughlin bought the company in the mid-1980's. In 2015 New Way added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. That expansion continued with a \$3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa in 2018.</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 since being awarded Sourcewell Contract #091219-NWY. New Way remains 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> <p>New Way's continually increasing manufacturing capacity will greatly benefit FleetForce as our rental fleet of refuse collection vehicles expands.</p>

13	What is your US market share for the solutions that you are proposing?	<p>Market share for refuse equipment rentals is difficult to determine due to the nature of industry rental operations' practices of selling off-rent trucks and rent-to-own programs. FleetForce is no different as we frequently sell off-rent trucks, often to rental customers seeking longer-term refuse collection equipment solutions. We can confidently say that FleetForce remains the only direct-from-manufacturer refuse collection equipment option in the industry and our rental fleet is continually growing.</p> <p>According to National Waste & Recycling Association (NWRA) data, FleetForce parent company New Way Trucks represents slightly more than twenty-four (24) percent market share in the U.S. for front-, rear-, and side-load refuse collection equipment.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>FleetForce does not currently rent any refuse collection equipment in Canada. New Way Trucks has a nine (9) percent market share in Canada. New Way FleetForce is equipped to work with Canoe through Sourcewell Contract #110223-NWY in Canada thanks to our existing distributor infrastructure in Canada. Our Canadian distributor network includes four distributors across nine locations. Our newest Canadian distributor that covers Canada's most populous province – Ontario – is incredibly connected in that province's municipal market.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>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.</p>	*
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). FleetForce is simply New Way's rental operation. 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. Nine 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. One New Way RSM is dedicated to FleetForce's national operations. RSMs 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 entities. These field service technicians provide service and support at Distributor and participating entity 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 entities when necessary.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<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	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	<p>Neither New Way Trucks nor FleetForce has ever been suspended from participating in any government contracts.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>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>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>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>2020: Prentiss County's Best New Business, as voted on by Booneville Banner Independent readers</p> <p>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>2020: Don Ross elected to serve on the NWRA Board of Trustees</p> <p>2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors</p> <p>2021-2022: Recognized as one of the Prentiss County Community's 2021 Business Newsmakers in consecutive years</p> <p>2022: Voted Prentiss County's Best Place to Work by Booneville Banner Independent readers</p> <p>2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, "consistent support of the association."</p> <p>2022: Don Ross elected chairman of NWRA Board of Trustees</p> <p>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>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Nearly five (5) percent of New Way FleetForce sales the past three years have been directly to customers in the governmental sector. However, two of the largest municipalities on the west coast rent FleetForce units through a third-party provider. If we take those sales into account, over 43% of FleetForce's sales have been to governmental sector customers in the past three years.</p> <p>Additionally, the majority of New Way Trucks customers are government entities. Over 63% of New Way Trucks new refuse equipment sales were to the governmental sector in the past three years.</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Zero percent of New Way FleetForce sales the past three years have been to customers in the education sector. New Way sells just under three (3) percent of its new units to end-users in the education sector.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>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. FleetForce is not part of this purchasing contract.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>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. FleetForce is not included.</p>

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
City of Greenville, South Carolina	Dave Derrick	864.467.4335	*
City of Deerfield Beach, Florida	Chad Grecsek	954.288.7103	*
City of Los Angeles Sanitation Department	Bill Musselman	818.752.5700	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Greenville, South Carolina	Government	South Carolina - SC	FleetForce provided a municipality with a long-term Sidewinder automated-side-loader rental.	One refuse collection vehicle.	\$154,500	*
Asked not to be identified	Government	Pennsylvania - PA	FleetForce provided a municipality with an initial two-month rental of a rear-end-load refuse collection vehicle. The municipality decided to extend the contract for another eight months.	One refuse collection vehicle.	\$72,000	*
Asked not to be identified	Government	Louisiana - LA	FleetForce provided a parish landfill with a rear-end-load refuse collection vehicle for a contract term of six months.	One refuse collection vehicle.	\$61,655	*
Asked not to be identified	Government	Arizona - AZ	FleetForce provided a municipality with a rear-end-loader for an emergency one-month contract during a truck down situation.	One refuse collection vehicle.	\$8,400	*
Asked not to be identified	Government	Kentucky - KY	FleetForce provided a municipality with an automated-side-loader for an emergency one-month contract during a truck down situation.	One refuse collection vehicle.	\$7,500	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	<p>New Way employs nine (9) Regionals Sales Managers (RSMs) that cover the entirety of the United States and Canada. One of these RSMs serves as FleetForce's Director of Sales and oversees all rental operations. All RSMs support FleetForce operations by coordinating after-sale service and support with their local distributors and service centers. 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 the United States & Canada. These teams' efforts include serving New Way FleetForce customers.</p> <p>Our RSMs are supported by a Chief Sales Officer, three sales operations technicians, a sales operations supervisor, a sales engineer, a director of marketing, and two marketing specialists.</p>	*

27	Dealer network or other distribution methods.	<p>Though FleetForce rents refuse collection vehicles directly to customers, New Way's Distributor Network is the cornerstone of our organization. Our expansive distributor network is prepared to provide parts and service support to Sourcewell participating entities renting New Way's industry-leading equipment from FleetForce. Authorized New Way distributors employ more than 150 knowledgeable support staff in the United States and Canada that are dedicated to the New Way brand.</p>	*
28	Service force.	<p>New Way's Distributor Network is the first line of defense for any parts and service inquiries and are happy to assist participating entities renting equipment from FleetForce. 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. New Way service technicians and the Service Manager regularly train distributors 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.</p> <p>Beyond the distributor network, New Way's service manager as well as five field service technicians who cover 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 entities 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.</p> <p>New Way also operates a parts depot at an existing New Way facility in Booneville, Mississippi to better serve distributors and customers in the eastern United States and Canada.</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>New Way FleetForce's ordering process is simple for Sourcewell participating entities.</p> <ol style="list-style-type: none"> 1) A participating entity identifies their fleet's need for rental refuse collection equipment and inquires about availability by calling the FleetForce Director of Sales or filling out a form on the FleetForce page on the New Way Trucks website. 2) If FleetForce can serve the participating entity's fleet need(s), FleetForce drafts and shares a rental contract for the participating entity to review. This draft contract includes information on the monthly rental price per unit and the length of time the participating entity desires. 3) The Sourcewell participating entity signs and returns the FleetForce rental contract. 4) FleetForce either delivers the refuse collection vehicle directly to the participating entity or coordinates a pick-up from one of our manufacturing facilities in Scranton, Iowa or Booneville, Mississippi. 5) After the initial contract period ends, the participating entity can either renew a rental contract, purchase the refuse collection vehicle, or return it to New Way FleetForce. 	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>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. This same infrastructure is available to participating entities renting equipment through New Way FleetForce.</p> <p>Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and five Field Service Technicians all yielding years of experience in the refuse industry. Most solutions are immediate thanks to direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the participating entity'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>	*

31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>New Way FleetForce goes directly to market across the entire United States. New Way's domestic distributors are well-equipped to provide unmatched support and service through over 50 locations to participating entities across the country.</p> <p>New Way's 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 rented 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 entities east of the Mississippi River.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	FleetForce is not authorized to rent equipment in Canada, but New Way's Canadian distributor network provides work-ready rental and stock units across the country.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>New Way FleetForce is equipped to offer our product and parts lineup to Sourcewell participating entities in every state. Though FleetForce is not authorized to rent refuse collection vehicles in Canada, our distributor network can cover every Canadian province and territory.</p> <p>In areas that the New Way Distributor Network does not explicitly cover, FleetForce partners with local service facilities to carry out warranty and repair work.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way FleetForce and the New Way 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.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>New Way refuse collection vehicles are currently in service in Alaska, Hawaii, and many U.S. Territories. We have distributors in Hawaii and Puerto Rico. However, participating entities in Hawaii, Alaska, and U.S. Territories should note that shipping and insurance costs are significant hurdles when considering renting heavy equipment. As a result, buying – rather than renting – refuse collection equipment is much more common in these areas.</p> <p>Though New Way does not currently have a distributor covering Alaska, we partner with local service facilities to carry out warranty and repair work.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell has long been a key feature in New Way Trucks sales efforts, and this will extend to FleetForce should we be rewarded a contract. New Way dedicates a slider on our home page encouraging potential eligible customers to use New Way's current Sourcewell contract (#110223-NWY) to purchase new refuse collection equipment. Clicking that slider takes users to New Way's webpage dedicated to our partnership with Sourcewell: newwaytrucks.com/sourcewell.</p> <p>Since being rewarded an NJPA contract in 2014, New Way has included current contract information in all product literature and print advertising, various distributor communications and newsletters, and at all live events and conferences.</p> <p>Additionally, New Way plans to feature available FleetForce rental inventory on our internal eShowroom (newwaytrucks.com/showroom) and on Trash Trucks Online (TTO). Trash Trucks Online is the industry's go-to classified marketplace for work-ready refuse equipment available nationwide, and New Way maintains a digital storefront on this highly-trafficked site.</p>	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>In 2023 New Way updated the copy on the FleetForce webpage (newwaytrucks.com/fleetforce) to align with search engine optimization (SEO) best practices. New Way experienced a noticeable spike in web traffic to the FleetForce page specifically that has continued to provide relevant information to nationwide fleets looking for refuse equipment rental solutions. New Way tracks FleetForce specific form submissions – which we have also seen a steady uptick in.</p> <p>In addition to tracking web traffic and activity on FleetForce listings on the New Way eShowroom and TTO listings, New Way Trucks communicates regularly with our Distributor Network via e-newsletter. The platform we use tracks 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 2,500 page views per month, while the public facing New Way site averages over 18,250 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 5,400 followers on Facebook, 1,715 Instagram followers, 700 twitter followers, 500 YouTube subscribers, and 2,375 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.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its participating entities 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 Sourcewell-awarded contract as the cornerstone of its municipal, educational, and non-profit rental program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's FleetForce 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 Sourcewell's continued participation in our regular training programs that bring together and support participating entities and Awarded Suppliers.</p> <p>Sourcewell is already a large part of the sales process at New Way Trucks. New Way regularly trains distributors on how to use the Sourcewell contract effectively. New Way distributors regularly attend Sourcewell-provided regional trainings. Multiple dozens of New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings since 2014.</p> <p>We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing service and warranty work within the confines of this Sourcewell rental contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshow. Sourcewell will remain a key fixture in New Way's – and hopefully FleetForce's – sales process.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	New Way Trucks and FleetForce do not currently offer an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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40	Describe any training programs related to this proposal such as OSHA training, safety training, specialty training like earth moving, hand tool safety, electrical safety, or other related certifications. Define if the training is offered in-person or virtually. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<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. 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, FleetForce and our New Way Trucks distributors can visit and provide support at the participating entity's location, train operators on the product, and support the product throughout a participating entity's rental contract term.</p> <p>Select in-classroom sessions are available to distributors and participating entities on demand in the weeks after training sessions.</p>
41	Describe any technological advances that your proposed products or services offer.	<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 on the New Way Sidewinder to 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 couple notable examples of innovative craftsmanship in New Way products include the following:</p> <p>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>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>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>New Way participates in the following environmentally friendly initiatives at our manufacturing facilities:</p> <p>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.</p> <p>New Way has years of experience mounting refuse collection vehicle bodies to alternatively fueled chassis. We are happy to supply equipment to Sourcewell participating entities interested in renting alternatively fueled refuse collection vehicles to help meet their fleet's emission reduction goals. The rental market prefers traditional diesel combustion engine-powered equipment, but New Way is open to adding compressed natural gas and electric-powered units to our FleetForce rental fleet.</p>

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The 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>Requesting to rent 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>	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned-and-operated 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.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>New Way FleetForce is the only direct-from-manufacturer refuse collection vehicle rental operation in the industry. The overwhelming majority of refuse collection vehicles in our FleetForce rental fleet are less than three years old. All new additions to our rental fleet are fresh off New Way factory lines from our manufacturing facilities in Iowa and Mississippi and most feature current model year industry-leading chassis as well.</p> <p>Being privately held means New Way can implement changes more efficiently than our public company competitors. 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 refuse collection vehicle proposal illustrates this.</p>	*

Table 9A: Warranty

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>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>Sourcewell participating entities will register their New Way warranty cards. This process is handled via an easy online form.</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 New Way Trucks, 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: -Verify warranty eligibility of the machine to be serviced per previous sections -Diagnose the problem to determine that the service is warrantable -Ensure that the parts necessary to perform the repair are available -Provide the necessary repair services -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>
47	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>
48	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.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	New Way FleetForce has 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).
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	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.
51	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way FleetForce would offer a replacement at our expense.
52	Describe any service contract options for the items included in your proposal.	Service contracts are not available for FleetForce rental units.

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *
53	Describe any performance standards or guarantees that apply to your services	New Way's Research and Development Team proves any new equipment is work-ready 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. New Way bodies are easily identified as ANSI compliant by our literature or serial tags. New Way is proud that our frame-mounted arm for the Sidewinder XTR automated side-loader lessens body shake (and thus improves operator comfort) by a considerable degree versus competing body-mounted automated side-loaders.
54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>New Way refuse collection vehicles will operate as designed for the life of a participating entity's rental contract and far beyond if the participating entity adheres to a regular preventive maintenance schedule. Model-specific maintenance tips are outlined in the owners manuals FleetForce includes in the cab of each rental unit or just a phone call to New Way's Service Department or local distributor away! The customer comes first at New Way, and each truck is designed to provide a safe and enjoyable experience for the operator and a fleet's service technicians. New Way's attention to detail and serviceability within each product line provide a complete immersive experience for Sourcewell participating entities. All refuse collection vehicles New Way manufactures are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready.</p> <p>New Way's entire parts catalog is available via the New Way distributor network to aid participating entities' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure participating entities use New Way parts during the standard warranty period.</p> <p>Since New Way FleetForce units are built and distributed just like any of our refuse collection vehicles, Sourcewell participating entities are guaranteed factory-trained support through the New Way Trucks authorized distributor network.</p>

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
55	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way FleetForce does not require initial deposits, bills on the first of every month during a contract period, and accepts ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over \$2,500.
56	Describe any leasing or financing options available for use by educational or governmental entities.	New Way FleetForce rental agreements are not leases. Neither New Way nor FleetForce lease refuse collection equipment. Third-party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital are available to ensure participating entities can rent our industry-leading equipment.
57	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.	New Way FleetForce's standard transaction documents for all refuse collection vehicle rentals are master rental agreements, supplemental rental agreements, and truck inspection forms. FleetForce customers fill out truck inspection forms after taking delivery of their New Way refuse collection vehicles and verify the information with FleetForce before operating their rental unit(s). FleetForce and the customer work in tandem to fill out another truck inspection form when the contract completes.
58	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 11: Pricing and Delivery

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

Line Item	Question	Response *
59	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 FleetForce maintains individual monthly MSRP/retail price lists for each of our rental equipment product offerings. New Way will offer a five (5) percent discount off MSRP/retail price to Sourcwell participating entities under this contract. Please reference our pricing attachment for all catalog pricing of our MSRP/retail equipment. The price matrix includes example cost savings for a 6-month rental period.
60	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 FleetForce is offering all participating entities a five (5) percent discount off its list price on each refuse collection vehicle model as listed in the pricing attachment. FleetForce will quote rates for refuse collection vehicle body sizes and models not listed in the pricing attachment on a case-by-case basis.
61	Describe any quantity or volume discounts or rebate programs that you offer.	New Way FleetForce is happy to offer negotiable discounts to participating entities renting our refuse collection vehicles based on contract length and unit quantity up to 10 (ten) percent off list price.
62	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.	All New Way FleetForce refuse collection vehicles are work-ready units. Sourcwell participating entities do not need to procure a chassis as a sourced good. Freight is an additional sourced charge.
63	Identify any element of the total cost of rental that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a rental that are not directly identified as freight or shipping charges. For example, list costs for items like loading and unloading, fuel surcharges, environmental fees or permits, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to participating entities.
64	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to participating entities. The participating entity 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 in special cases, or having the completed vehicle delivered directly to the participating entity's location. We will work with the participating entity during the contract 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.
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As previously outlined, the cost of freight, shipping, and insurance typically keeps potential rental customers from sourcing rental units from FleetForce. 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 entities in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for participating entities in Canada, our respected Canadian Distributor Network that covers all of Canada can help broker freight and shipping. All freight costs are competitively procured. Participating entities in Canada are welcome to rent refuse collection vehicles directly from any work-ready inventory New Way authorized distributors in Canada has available. New Way FleetForce cannot rent equipment in Canada, as previously stated. All freight charges will be passed through to participating entities at a competitively-sourced cost without mark-up.

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	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. The fact that each new FleetForce refuse collection vehicle rolls right off an assembly line into the New Way FleetForce rental fleet also sets us apart. No other refuse collection vehicle manufacturer offers a direct fleet rental program.	*
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Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	<p>Just as we do with contract #110223-NWY, New Way will independently track FleetForce Sourcwell activity. Our sales operations staff will verify participating entity account numbers and compare them to the most updated participating entity list.</p> <p>We will review large orders to identify potential volume discounts and additional participating entity savings.</p> <p>New Way Trucks will also provide Sourcwell with quarterly rental contract sales reports along with the proper administrative fees for all reported FleetForce rental business.</p>
69	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 FleetForce will track the total number of units quoted, executed contracts, overall sales figures, and lead times.
70	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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 Sourcwell 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.</p>

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

Line Item	Question	Response *
71	Describe the rent-to-buy option for new rental equipment if applicable.	FleetForce customers commonly take advantage of our rent-to-buy program after their contracts complete. A participating entity rents truck for an agreed-upon term. After the term is complete, depending on the original length of contract, a participating entity can choose to purchase the New Way refuse collection vehicle with a percentage of the rental amount reducing the overall purchase price.
72	Describe your used rental equipment sales program if applicable.	New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete and rental customers pass up the opportunity to buy these off-rent refuse collection vehicles. These units are made available through the New Way Distributor Network and are often listed online on New Way's eShowroom (newwaytrucks.com/eshowroom).
73	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way FleetForce is the only direct-from-manufacturer rental operation in the industry. FleetForce offers 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 entity's immediate need. If a vehicle is available, FleetForce will immediately deliver to a participating entity's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection vehicles, Sourcwell participating entities are guaranteed factory-trained support through our Distributor Network.

New Way FleetForce's current rental fleet consists of 8-cubic-yard (the size of the refuse collection vehicle packer body) Diamondback under-CDL rear-end-loaders, 12-cubic-yard Wolverine under-CDL automated side-loaders, 20-cubic-yard Cobra rear-end-loaders, 25-cubic-yard King Cobra & Cobra Magnum rear-end-loaders, 31-cubic-yard Sidewinder automated-side-loaders, and 40-cubic-yard Mammoth front-end-loaders.

FleetForce's rental fleet continues to grow, and participating entities are welcome to request any model in New Way's product lineup to build a custom rental program. To meet that need, New Way manufactures the widest product lineup of any refuse collection vehicle body manufacturer. With over 45 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.

New Way Diamondback

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.

New Way Wolverine

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® 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.

New Way Cobra

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.

New Way King Cobra

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 entity'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.

New Way Cobra Magnum

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.

New Way Sidewinder XTR

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.

		<p>New Way Mammoth</p> <p>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.</p> <p>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.</p> <p>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.</p>
74	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Distributor Support Services: Parts & service through the New Way Authorized Distributor Network.</p>

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

Sourcewell is seeking proposals for Rental Equipment, Products, and Related Services. Awards under this solicitation will be made in three (3) separate categories. No proposer should select more than one category to respond to due to the RFP being structured such that Category 1 enables a supplier to respond with a single response that includes solutions from both categories 2 and 3. Whereas, those with only solutions in Category 2 or 3, should respond to the corresponding category whose scope includes those solutions (e.g., either category 2 or 3).

Proposers submitting a proposal in Category 1 must have at least one solution from each of categories 2 and 3. For example, if a Proposer offers at least one solution from Construction and General Rental Solutions, in addition to offering at least one solution from Public Works and Utility Equipment, the Proposer should designate it is seeking an award in Category 1 only.

Proposers seeking an award in Category 2 must include at least one solution offered within the scope of Category 2 for Construction and General Rental Solutions and no solutions from Category 3 Public Works and Public Utility Equipment.

Similarly, proposers seeking an award in Category 3 for Public Works and Public Utility Equipment must include at least one solution offered within the scope of Category 3 for Public Works and Public Utility Equipment and no solutions from Category 2 Construction and General Rental Solutions.

Line Item	Category Selection *	
75	Category 3: Public Works & Public Utility Equipment	*

Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

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.

Proposers seeking an award in Category 1 or Category 2 must include at least one solution offered within the scope Construction and General Rental Solutions.. See RFP Section II. B. 1. for details.

We will not be submitting for Table 15: Depth and Breadth - Construction Equipment and General Rental Solutions

Line Item	Category or Type	Offered *	Comments
76	Earth Moving Equipment	<input type="radio"/> Yes <input type="radio"/> No	
77	Aerial Equipment	<input type="radio"/> Yes <input type="radio"/> No	
78	Compaction Equipment	<input type="radio"/> Yes <input type="radio"/> No	
79	Industrial	<input type="radio"/> Yes <input type="radio"/> No	
80	Roadway	<input type="radio"/> Yes <input type="radio"/> No	
81	Concrete Equipment	<input type="radio"/> Yes <input type="radio"/> No	
82	Landscape Equipment	<input type="radio"/> Yes <input type="radio"/> No	
83	Trailers	<input type="radio"/> Yes <input type="radio"/> No	
84	Lighting Equipment	<input type="radio"/> Yes <input type="radio"/> No	
85	Barricades	<input type="radio"/> Yes <input type="radio"/> No	
86	Signs	<input type="radio"/> Yes <input type="radio"/> No	
87	Batteries or Charging Equipment	<input type="radio"/> Yes <input type="radio"/> No	
88	Generators	<input type="radio"/> Yes <input type="radio"/> No	
89	Wash Stations	<input type="radio"/> Yes <input type="radio"/> No	
90	Portable Restrooms	<input type="radio"/> Yes <input type="radio"/> No	
91	Temporary Shelters	<input type="radio"/> Yes <input type="radio"/> No	
92	Used Rental Equipment Sales	<input type="radio"/> Yes <input type="radio"/> No	

Table 16: Depth and Breadth - Public Works and Public Utility Equipment

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.

Proposers seeking an award in Category 1 or Category 3 must include at least one solution offered within the scope of Public Works and Public Utility Equipment. See RFP Section II. B. 1. for details.

We will not be submitting for Table 16: Depth and Breadth - Public Works and Public Utility Equipment

Line Item	Category or Type	Offered *	Comments
93	Sewer Vac & Hydro or Air Excavators	<input type="radio"/> Yes <input checked="" type="radio"/> No	
94	Street Maintenance & Cleaning Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	
95	Bucket Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
96	Diggers	<input type="radio"/> Yes <input checked="" type="radio"/> No	
97	Roll-Off Trucks	<input type="radio"/> Yes <input checked="" type="radio"/> No	
98	Refuse Trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	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 45 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.
99	Waste & Debris Handling Equipment	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 100. 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](#) - New Way FleetForce SW RFP 040924 PricingvP.pdf - Tuesday April 09, 2024 10:30:12
- [Financial Strength and Stability](#) - NWT Scranton Manufacturing Reference Letter ISB 2023.docx.pdf - Tuesday April 09, 2024 10:01:55
- [Marketing Plan/Samples](#) - New Way FleetForce RFP 040924 Marketing Samples vP.pdf - Tuesday April 09, 2024 11:29:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Tuesday April 09, 2024 10:03:40
- [Standard Transaction Document Samples](#) - NWT FleetForce RFP 040924 Standard Transaction Documents.zip - Tuesday April 09, 2024 10:50:50
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, Scranton Manufacturing Company, Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Rental_Equipment_RFP 040924 Wed March 13 2024 04:42 PM	<input checked="" type="checkbox"/>	3
Addendum_3_Rental_Equipment_RFP 040924 Wed February 28 2024 09:59 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Rental_Equipment_RFP 040924 Wed February 21 2024 03:00 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Rental_Equipment_RFP 040924 Tue February 20 2024 04:03 PM	<input checked="" type="checkbox"/>	1