



## **Solicitation Number: RFP#091219**

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **McNeilus Financial Inc. dba McNeilus Truck & Manufacturing**, 524 East Highway St., P.O. Box 70, Dodge Center, MN 55927 (Vendor).

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

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 15, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

### **3. PRICING**

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

Regardless of the payment method chosen by the Member, 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 Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member'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 Member's requested delivery location.

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

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

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

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

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Members.

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcwell 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)
- 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 Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

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

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

## 6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

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

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

## **10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

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

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

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

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

#### **14. INTELLECTUAL PROPERTY**

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

#### **15. PUBLICITY, MARKETING, AND ENDORSEMENT**

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

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

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

#### **16. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **17. FORCE MAJEURE**

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

#### **18. SEVERABILITY**

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the



remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## **20. INSURANCE**

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

Members 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. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

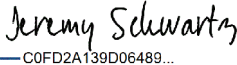
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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


## 24. CANCELLATION


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

Sourcewell

McNeilus Financial Inc. dba McNeilus  
Truck & Manufacturing

DocuSigned by:  
By:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/11/2019 | 5:17 PM CST

DocuSigned by:  
By:   
8B34C1AFCBA342F...  
Matthew McLeish  
Title: Vice President - Sales  
Date: 11/26/2019 | 12:11 PM CST

Approved:  
DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:48 PM CST



# RFP 091219 - Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: McNeilus Financial, Inc.

Does your company conduct business under any other name? If yes, please state: McNeilus Truck & Manufacturing

Address: 524 East Highway Street  
PO Box 70  
Dodge Center, MN 55927

Contact: John Plowman

Email: jplowman@mcneilusco.com

Phone: 507-374-8153

Fax: 507-374-2830

HST#: 41-1314526

## Submission Details

Created On: Thursday July 11, 2019 09:24:38

Submitted On: Thursday September 12, 2019 15:41:33

Submitted By: John Plowman

Email: jplowman@mcneilusco.com

Transaction #: 414af135-c428-4978-ad1e-299f67db6d99

Submitter's IP Address: 198.190.231.14

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	McNeilus Financial, Inc. d/b/a McNeilus Truck & Manufacturing
2	Proposer Address:	524 East Highway St PO Box 70 Dodge Center, MN 55927
3	Proposer website address:	www.mcneiluscompanies.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Matthew McLeish, Vice President of Sales 524 East Highway St Dodge Center, MN 55927 mmcleish@mcneilusco.com (507) 374-8539
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Plowman, Municipal Specialist 524 East Highway St Dodge Center, MN 55927 jplowman@mcneilusco.com (574) 229-8710
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Becker, Senior Sales Manager, Sales Operations 524 East Highway St Dodge Center, MN 55927 dbecker@mcneilusco.com (507) 374-8507

### Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	McNeilus has manufactured refuse collection vehicles for fleet, municipal, and independent haulers domestically and internationally for nearly 30 years. We support the waste and recycling industry by providing refuse bodies, parts and service and customer support solutions. Backed by the strength and experience of our parent company, Oshkosh Corporation, McNeilus offers thousands of years of combined expertise in building tough trucks for the harshest environments. McNeilus also leverages Oshkosh's capabilities as the leader in technology-focused specialty vehicles and our strategic partnerships to deliver technology and equipment that meets what the market demands while planning for the future.
8	Provide a detailed description of the products and services that you are offering in your proposal.	McNeilus is a leading manufacturer of mobile Refuse Collection Vehicles (RCVs) for the both residential and commercial applications. We can service customers of every size, from the smallest municipality to the world's largest solid waste company. McNeilus prides itself on being the premier RCV manufacturer  Products include Front Load, Rear Load, and Side Load Refuse Collection Vehicles, their associated parts, as well as service.
9	What are your company's expectations in the event of an award?	A contract award with Sourcwell will extend another avenue for the refuse industry customer base to efficiently and effectively purchase a refuse collection vehicle through the premier bid consortium. Sourcwell will be a North American avenue that is promoted across the McNeilus sales force. We will continue to send our sales team to Sourcwell events such as the Get To Know You and Sourcwell Universities, and annual attendance at the H2O Vendor summit. The fundamental expectation is around education and promotion. The McNeilus sales force is expected to understand the McNeilus product and the tools available to the customer to achieve what is in the best interest of the customer.
10	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.	McNeilus is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our annual report along with the Dunn & Bradstreet report often used by lenders and investors to determine a company's eligibility for credit. This report along with any of the financial statements found at <a href="http://investor.oshkoshcorporation.com/investors/overview/">http://investor.oshkoshcorporation.com/investors/overview/</a> will demonstrate McNeilus, along with our parent company and other subsidiaries to be financially sound.
11	What is your US market share for the solutions that you are proposing?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.

12	What is your Canadian market share, if any?	That information is not available to us because there are antitrust safe harbor parameters that the refuse collection vehicle industry does not meet. The requirements for us to continue to receive market share data: * Five participants * Not more than one participant can have 25% market share * Three of the participants cannot have more than 60 percent.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a manufacturer. As a manufacturer, we have a direct sales force in the United States and Canada. Our service capabilities consist of a mix of factory direct service locations and technicians, mobile technicians, and factory authorized parts and service centers. In addition to the United States and Canada, we have International factory authorized parts, sales and service centers located around the globe. With the exception of factory authorized parts and service centers, all individuals are employees of McNeilus.	*
15	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.	<ul style="list-style-type: none"> <li>ISO 9001: 2018</li> <li>ANSI Z245 Accredited Standards Compliant</li> </ul>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None.	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We manufacture Front Load, Rear Load, and Automated Side Load Refuse Collection Vehicles, their associated parts, and provide service for said RCVs.	*

### Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019 World's Most Ethical Company as recognized by the Ethisphere Institute for the fourth consecutive year</p> <p>Top 100 Sustainable Companies in Barron's ranking of most sustainable companies in the United States.</p> <p>2019 Military Friendly Employer: Awarded for commitment to veterans and the military.</p> <p>America's Best Large Employers: List from Forbes and research firm Statista of 500 top United States Companies, based on how likely workers were to recommend it to others.</p> <p>2019's Best Place to Work: Recognized by job site Glassdoor for this employee's choice award.</p> <p>Voluntary Protection Program (VPP) star worksite: Recognized by OSHA for comprehensive safety and health management system.</p> <p>2018 Industry Mover Sustainability Award: Recognized by RebecoSAM for factors such as ability to innovate and operational eco efficiency.</p> <p>ISO 9001:2018 Certification: McNeilus has been certified as meeting quality management systems standards.</p> <p>Actively involved as a member and leader in several prominent industry associations including the National Waste &amp; Recycling Association (Nwra), Environmental Research &amp; Education Foundation (EREF), Solid Waste Association of North America (SWANA), and the Independent Waste Haulers Association.</p>	*
19	What percentage of your sales are to the governmental sector in the past three years	10.3 percent (10.3%)	*
20	What percentage of your sales are to the education sector in the past three years	We do not differentiate between governmental and education sectors, as the education sector is a very small portion of our SLED sales. Therefore this is included in the 10.3% number above	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Sourcewell: \$3,331,200</p> <p>H-GAC: \$2,250,000</p> <p>Florida Sheriffs' Association: \$1,250,000</p> <p>North Carolina Sheriffs' Association: \$0</p>	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
Atlantic County Utilities Authority (ACUA) (NJ)	Dennis Smith	(609) 272-6909	*
County of DeKalb (GA)	Robert Gordon	(404) 297-3280	*
City of Houston (TX)	Harry Hayes	(713) 837-9103	*
City of Scottsdale (AZ)	Rick Lingo	(480) 312-5574	
City of Des Moines (IA)	Brian Bennett	(515) 323-8940	

**Top Five Government or Education Customers**

Line Item 24. 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 *	
Exercising option of not naming entity	Government	New York - NY	Refuse Collection Vehicles	248 Units	\$23,018,965	*
Exercising option of not naming entity	Government	Georgia - GA	Refuse Collection Vehicles	63 Units	\$7,954,955	*
Exercising option of not naming entity	Government	Pennsylvania - PA	Refuse Collection Vehicles	114 Units	\$5,352,419	*
Exercising option of not naming entity	Government	Hawaii - HI	Refuse Collection Vehicles	33 Units	\$4,107,297	*
Exercising option of not naming entity	Government	New Mexico - NM	Refuse Collection Vehicles	34 Units	\$3,280,485	*

## Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if 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 *
25	Sales force.	With a direct sales force of over 30 individuals located across the United States and Canada, we have the ability to cover every area efficiently. Focusing only on Reuse Collection Vehicles allows us to meet the needs of the Sourcewell member's RCV needs.
26	Dealer network or other distribution methods.	McNeilus believes its direct distribution to customers is a competitive advantage in refuse collection vehicle markets, particularly in the U.S. waste services industry where principal competitors distribute through dealers. The Company believes direct distribution permits a more focused sales force in the North American refuse collection vehicle markets, whereas dealers frequently offer a very broad and mixed product line, and accordingly, the time dealers tend to devote to refuse collection vehicle sales activities is limited. The Company has also established an extensive network of representatives and dealers throughout the Americas for the sale of refuse collection vehicles. The Company coordinates among its various businesses to respond to large international sales tenders with its most appropriate product offering for the tender.
27	Service force.	With a mix of McNeilus branch locations and mobile technicians, as well as our partner authorized service center locations, we are ready to meet the needs of customers wherever they may be.
28	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.	The procedure used by an end user requiring repairs: The end user will simply contact one of the factory direct branch service centers located throughout the country. This can be done by phone or email. Typical turnaround time on repairs: Turnaround time will vary based on the degree of the repair at hand. All warranty repairs are carried out as quickly and as timely as possible. Turnaround times can be provided for any specific repair as requested. Service Department days and hours of operation: Each service location varies, Typical work days are Monday – Friday, with some locations offering Saturday based on customer demand. Typical hours are 7 a.m. – 4 p.m. Number of qualified/ factory trained service personnel normally on hand: Each location varies. On average the typical service center has three or more technicians on staff, as well as mobile technicians who spend the majority of their time servicing the customer base at their location. Description of parts inventory on hand: Each full service branch location stocks thousands of multiple parts and utilizes a broad network to facilitate and ship parts overnight/ next day to any given location in the USA. Training services, facilities and personnel available: We offer a number of levels of training and have various personnel to carry it out. Training requirements set forth by the end user are typically met in a number of ways, including technical training and operator training. In depth training sessions with 20 or more attendees or smaller setting with 1 to 5 attendees are typical. We will provide a national trainer or utilize local personnel based on the needs or the requirements of the end user.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We plan on covering the entirety of the United States and Canada through the Sourcewell contract.
30	Identify any Sourcewell Member 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?	With our global presence, we are prepared to serve all Sourcewell members wherever they are located.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	None.

## Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our strategy for promoting our affiliation with Sourcewell and the advantages of using the national purchasing program include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Dedicated webpage on mcneluscompanies.com that offers information on the advantages of the national purchasing program, along with links to more information from Sourcewell and our dedicated internal McNeilus contact for assistance in purchasing through Sourcewell.</li> <li>• Cross-promotion of the advantages of our Sourcewell contract, customer truck purchases and other information across social media platforms including Facebook, Twitter and Instagram.</li> <li>• Special messaging and promotional posters displayed in our booth at Waste Expo, the refuse industry's largest and most well-attended tradeshow.</li> <li>• Inclusion of the Sourcewell logo and our contract info on print advertising and promotional flyers.</li> </ul>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McNeilus primarily uses a combination of website and social media to promote its Sourcewell affiliation digitally. As mentioned above, we have a dedicated webpage for the national purchasing program, listing its benefits along with links to more information and contact information. We also leverage Facebook, Twitter and Instagram for promotions and awareness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell can help by ensuring that contract information and program details are easily accessible, along with providing tools and guidance to our sales teams to best leverage the purchasing program with customers. Sourcewell's regional Universities and Get To Know You events will continue to be attended by our sales force as part of their ongoing education. The overall efficiency of the procurement program is also crucial to generating partner and customer loyalty.</p> <p>Sourcewell program information and pricing are available to the McNeilus sales team through our sales enablement app, Showpad. This tool is used during customer conversations to educate them on the benefits of the program. The Sourcewell logo and contract information are also included on all promotional flyers distributed to customers.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have an e-procurement site for whole goods.

## Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Operator and routine maintenance training is included and conducted upon delivery of the finished vehicle. Technical training is provided upon request, and can either be scheduled at the customer's location or at one of the many sites where we conduct courses each year. Scheduled one day courses are currently \$350 per attendee, and includes all classroom materials. Technical training at your location will need to be quoted separately based on location.
37	Describe any technological advances that your proposed products or services offer.	McNeilus C.O.D.E. (Controls On Demand Environment) offers vehicle diagnostics at your fingertips, all while seated in the cab. It reduces hardware by up to 60%, with fewer pieces of hardware and less wire harnessing, providing fewer points of failure. "Smart" Power Distribution Module (Fuse Panel) features CAN based inputs and outputs. Improved diagnostics and troubleshooting with programmable reminders.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Oshkosh Corporation, including McNeilus and its sister segments, have Environmental Policies & Procedures including, but not limited to, an Environmental Protection Policy and an Energy Management Policy. McNeilus Sustainability Efforts Sustainability is defined as "meeting the needs of the present without compromising the ability of future generations to meet their own needs." McNeilus is continuously improving how we make and distribute products. It's about reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value, and being active in our communities. McNeilus has established waste and energy Key Performance Indicators (KPIs) and are developing and implementing plans to meet these goals month over month. KPIs are tracked, recorded and shared monthly with the teams and our sister segments, including Corporate. Oshkosh Corporation conducts internal environmental audits using a third party environmental auditing tool. These audits are completed on all sites on a rotating basis. Each facility is audited at least once every three years. McNeilus is an active member of the Dow Jones Sustainability Index (DJSI). The Dow Jones Sustainability Indices (DJSI) launched in 1999, are a family of indices evaluating the sustainability performance of the largest 2,500 companies listed on the Dow Jones Global Total Stock Market Index. Department of Energy's Better Buildings, Better Plants Program McNeilus, along with the other Oshkosh segments demonstrate our commitment to improving energy performance by signing a voluntary pledge to reduce our energy intensity by 25% over a ten year period with the U.S. Department of Energy's Better Buildings, Better Plants Program. Leading manufacturers and industrial-scale energy using organizations implement cost effective energy efficiency improvements that save energy and improve competitiveness.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	At McNeilus, Sustainability means more than embracing environmental responsibility —it also means creating a company, a culture and a world that will thrive far into the future. We're in this for the individuals who use our equipment—and the communities who rely on them. We engineer innovative products that help people make a positive impact and move the world forward. Yes, we make equipment. But through our products and the way we do business, we also serve as an engine that empowers people and powers progress towards a more sustainable future. Our sustainability strategy encompasses people, community, innovation and environmentally sustainable operations, as well as governance and ethics. In the attached sustainability report you will see many examples of the impact we are making in each of these areas.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	McNeilus is a leading manufacturer of Refuse Collection Vehicles with a direct sales team second to none. The longevity, stability, and tradition in the refuse industry that is threaded throughout our team sets us apart from others. Our partnership with the other segments within the Oshkosh Corporation and the backing of our parent company, Oshkosh Corporation leverages innovation and financial strength. McNeilus understands the customer's needs and provides the detail, the commitment, and the follow through long after the unit is delivered.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	All McNeilus products are available to Sourcewell members in Canada. We have a strong presence in Canada with bilingual staff able to cover all Provinces and Territories in Canada. Staff will be attending the Sourcewell/Rural Municipalities of Alberta Room to Grow Conference to learn how to better drive our municipal sales through the Sourcewell contract.

## 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 *
43	Do your warranties cover all products, parts, and labor?	Yes.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Standard warranty policy terms are based on 12-month from date of first being placed into service.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No. Mobile equipment warranty terms do not include travel time or mileage considerations. Equipment would need to be brought to a branch or authorized service center, otherwise travel time and mileage would be charged.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	We cover all areas of the United States and Canada.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	For non-McNeilus product installed and sold with a new unit, McNeilus warranty is limited to proven defects related to the installation. Otherwise, this would be passed on to the the Original Equipment Manufacturer.
48	What are your proposed exchange and return programs and policies?	We do not offer returns or exchanges on whole goods. Standard parts may be returned with a restock fee. Custom parts will be evaluated to be returned on a case by case basis.
49	Describe any service contract options for the items included in your proposal.	McNeilus will work with the Sourcewell member as requested to customize a service contract tailored to fit the needs of the end user. Pricing is determined as related to each customer's individual requirements.

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>We offer municipal financing via referrals through three of the financial institutions in our bank group.</p> <p>Those are:</p> <p>Banc of America Leasing and Capital, LLC 135 South LaSalle St., 10th Floor, Chicago, IL 60603 Perry Jager, Senior Vice President T 214.209.7389 F 312.453.4526 perry.jager@baml.com</p> <p>PNC Equipment Finance Kim Simon, Vice President 155 East Broad Street, Columbus, OH 43215 (M) 614-670-3994, (O) 1-800-811-4796 ext. 2 (F) 1-866-852-3101 Kim.Simon@pnc.com</p> <p>PNC Equipment Finance Kim Simon, Vice President 155 East Broad Street, Columbus, OH 43215 (M) 614-670-3994, (O) 1-800-811-4796 ext. 2 (F) 1-866-852-3101 Kim.Simon@pnc.com</p> <p>Wells Fargo Equipment Finance 600 South 4th Street, 10th Floor, Minneapolis, MN 55415 Mark Musgjerd , Account Manager Phone 612-667-9881   Cell 612-257-5762   Fax 866-347-5226   MAC N9300-100 Email mark.d.musgjerd@wellsfargo.com</p> <p>Additionally, We also partner with National Cooperative Leasing (Sourcewell Contract #032615-NCL) for turnkey packages best suited to municipal leasing opportunities.</p>
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for McNeilus products will be handled by the Regional Sales Manager for the territory, working with the Municipal Specialist to identify the Sourcewell member's equipment needs. Once all requirements have been determined, the Regional Sales Manager will accept a purchase order from the Sourcewell member, complete all necessary paperwork, and place the order. Once the order is placed, the Municipal Specialist will ensure that all sales are recorded and reported to the Sourcewell Contract Administrator.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	We do not accept P-Card for orders at this time.



## 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 Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model that McNeilus is applying to this RFP will be a combination of a percentage discount for whole goods and options, and line item pricing for parts, rentals, and chassis . This approach best suits the end user/Sourcewell member as it provides an easy to understand pricing for the product that they are seeking, while providing them the extensive array of options to add to customize their RCV to their specific needs, regional requirements, and technology needs. The volume of options McNeilus offers (tens of thousands) does not make it user friendly or in the best interest of McNeilus to publish. McNeilus manufactures thousands of RCVs and the majority are unique compared to the next. The combination approach provides a basis to start with a published contract price with the flexibility to customize options with an established discount.
55	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.	Percentage discount is eight percent (8%) off of MSRP for all whole goods and options. Our Customer Support Solutions (CSS) has provided line item pricing specifically for Sourcewell members, and is listed as such. Chassis pricing is provided to Sourcewell members as a value added service, and as such, line item pricing is provided. Rental pricing is offered for Sourcewell members and is provided to us by our rental partners, Rush Refuse and Big Truck Rental. That pricing is line item.
56	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be applied for multiple unit orders depending on the quantity.
57	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.	Sourced goods and open market items that may be provided by McNeilus would be quoted at time of each request.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Sales and other taxes are not included, nor are any license or title fees.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Prices quoted in this RFP are FOB our manufacturer's facility. Transportation of the RCV from the factory to the customer's facility can be added to the contract. In most cases the RCV is delivered directly to your facility. The cost for this transportation varies dependent upon the type of fuel and the proximity of your facility to the location of the manufacturer's facility. Delivery is conducted in accordance with DOT regulations. Delivery charges vary from simple driveaway for diesel and CNG powered RCVs or more if flatbed, barge or container ship transport is required.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and Delivery programs for areas such as Alaska, Hawaii, or any offshore delivery requires coordination of different transit methods. Most often the RCV is driven via driveaway service to the first destination and then wrapped for cargo boat transit to final destination. This unique shipping and delivery requirements are priced on a case by case basis as required. Shipping expenses are not included in the base specifications cost.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None.

## Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	McNeilus recognizes Sourcewell as the premier cooperative purchasing solution, and will continue to drive municipal purchasing through the contract.

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	McNeilus takes pride in upholding the integrity of the programs and contracts we participate in. A Municipal Specialist facilitates the information gathered throughout any of our programs to efficiently run reports on demand. These reports are run at a minimum monthly for internal audit purposes and quarterly for contract requirements. All base specifications have been created in our customized truck configurator tool so that our Municipal Specialist can copy that base specification to confirm line item pricing. Any changes made to the base specification is then controlled and captured in a custom quote that can be validated to honor the percentage discount on options added. The process reveals that McNeilus has a closed-loop process that provides checks and balances for all involved. Our reporting capabilities for other contracts have been noted to be timely, thorough, and accurate. The volume of sales under our consortium programs requires McNeilus to have a well-defined and efficient process.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The Administrative Fee that McNeilus will pay to Sourcewell for this proposed contract is aligned with the other contracts awarded to McNeilus to create alignment and consistency. That fee will be a one-and-one-half percent (1.5%) per customer purchase order or separate contract.

**Industry Specific Questions**

Line Item	Question	Response *
65	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.	With a dedicated Municipal Specialist, McNeilus will monitor internally the sales of RCVs to our municipal customers. We look at percentage of sales by traditional bidding and consortiums and develop ways to grow our municipal business through consortiums as opposed to traditional bids.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	For the convenience of our customers, we offer a turnkey solution which includes chassis offerings from the major manufacturers including: Autocar, Crane Carrier, Freightliner, International, Kenworth, Mack, and Peterbilt
67	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	McNeilus follows all ANSI Z245.1-2017 standards.  The American National Standards Institute (ANSI) has served as coordinator of the U.S. private sector, voluntary standardization system for more than 90 years. ANSI establishes the consensus procedures that are the basis for the development of American National Standards, including those for waste and recycling equipment and operations.  American National Standards (ANSs) are essential tools used in every industry. They are voluntary and serve U.S. interests well because all materially affected stakeholders have the opportunity to work together to create them. ANSI-approved standards only become mandatory when, and if, they are adopted or referenced by the government or when market forces make them imperative.
68	Explain how your equipment in this category reduces down-time for the purchasing entity.	McNeilus Refuse Collection Vehicles are a premium product. While our initial price may be higher than our competition, where we excel for Sourcewell members is at Total Cost of Ownership over the lifetime of the vehicle - with less down time.
69	Describe how the equipment you propose simplifies the operation for end-users.	Through premium design, the highest up time, and premier parts and service, we provide the most suitable solutions for end users.
70	Provide examples from your product offering that are unique in the industry.	We offer the only side-to-side articulating arm in the industry on our AutoReach Automated Side Loader.
71	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	At this time, there are no Class 8 hybrid/electric chassis options available to us. As soon as these options become available, we will add them to our available chassis offerings. As the market matures beyond pilot programs and full production is offered on these models, we will add them to our contract.
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	2017 SWANA Safety Award for "Best Safety Innovation" for SSV10 Fleet Management Solution: McNeilus and FleetMind Solutions, were awarded a Solid Waste Association of North America (SWANA) Safety Award in the Collection & Transfer Division for "Best Safety Innovation" for the Street Smart Vision 10 (SSV10) fleet management solution. The SWANA Safety Awards winners are selected by SWANA's technical divisions and safety committee for their demonstrated commitment to improving workplace safety.

**Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 68. NOTICE:** To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

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

**Documents**

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

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

- [Financial Strength and Stability](#) - MCN\_Financials.zip - Thursday September 12, 2019 10:05:56
- [Marketing Plan/Samples](#) - MCN\_Specs\_All.zip - Thursday September 12, 2019 13:05:22
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - MCN\_Warranty\_Service.zip - Thursday September 12, 2019 13:08:24
- [Pricing](#) - MCN\_Pricing.zip - Thursday September 12, 2019 15:39:26
- [Additional Document](#) - OSK\_2018\_Sustainability Report.pdf - Thursday September 12, 2019 12:49:38

**Proposers Assurance of Comp**

**PROPOSER ASSURANCE OF COMPLIANCE**

**PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver 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.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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. - Matthew McLeish, Vice President of Sales

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
<b>Mobile Refuse Vehicles_Addendum 3</b> Mon August 19 2019 10:58 AM	<input checked="" type="checkbox"/>	--
<b>Mobile Refuse Vehicles_Addendum 2</b> Fri August 16 2019 02:42 PM	<input checked="" type="checkbox"/>	--
<b>Mobile Refuse Vehicles_Addendum 1</b> Fri August 9 2019 09:45 AM	<input checked="" type="checkbox"/>	--

