

**Solicitation Number: RFP #110223****CONTRACT**

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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

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 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.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

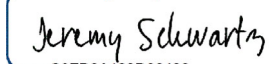
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

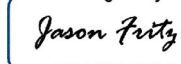
22. CANCELLATION

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

Sourcewell

McNeilus Financial dba McNeilus Truck & Mfg.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/23/2023 | 1:06 PM CST

DocuSigned by:

By: 235FF4DAC9F04E6...
Jason Fritz
Title: Vice President of Sales
Date: 12/22/2023 | 1:13 PM PST

Approved:

110223-MCN

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 12/23/2023 | 8:37 PM CST

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

Vendor Details

Company Name: McNeilus Financial DBA McNeilus Truck & MFG

Does your company conduct business under any other name? If yes, please state: MN

Address: 524 East Highway St
DODGE CENTER, MN 55927

Contact: Joseph Pisano

Email: Jpisano@mcneilusco.com

Phone: 732-740-2988

Fax: 732-966-4798

HST#:

Submission Details

Created On: Monday October 16, 2023 10:48:11

Submitted On: Wednesday November 01, 2023 17:09:54

Submitted By: Joseph Pisano

Email: Jpisano@mcneilusco.com

Transaction #: 47d704db-588e-4eed-9563-19d9c933d75b

Submitter's IP Address: 198.190.231.15

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")	McNeilus Financial DBA McNeilus Truck & MFG	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	McNeilus Truck & Manufacturing	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	524 East Highway St Dodge Center, MN 55927	*
6	Proposer website address (or addresses):	www.mcneiluscompanies.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Fritz Vice President of Sales 524 East Highway St Dodge Center, MN 55927 JFritz@mcneilusco.com 507-374-6321	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joseph Pisano Senior Refuse Sales Manager 524 East Highway St Dodge Center, MN 55927 JPisano@mcneilusco.com 507-374-6321	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Humphrey Senior Regional Sales Manager 524 East Highway St Dodge Center, MN 55927 RHumphrey@mcneilusco.com 507-374-6321	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
-----------	----------	------------	--

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since our founding in 1970 McNeilus has been a leading manufacturer of specialty vehicles in the vocational space, adding Refuse Collection Vehicles to our portfolio in 1989. Since then, we have manufactured refuse collection vehicles for fleet, municipal, and independent haulers throughout the Americas out of our Dodge Center, Minnesota based headquarters and factory. McNeilus offers products and services specific to refuse collection including a wide range of body types, parts, and service through a factory direct model. McNeilus has built a dedicated, direct-to-you parts, sales, and service network—backed by a comprehensive network of branch locations and service centers. With rigorously trained mobile technicians and certified service technicians operating across the continent, McNeilus has the flexibility to bring service to your fleet wherever and whenever. With Oshkosh Corporation as our parent company, we're partners in engineering and innovation, sharing technologies and know-how for a powerful competitive advantage. Which means you get world-class heavy-duty truck-building expertise, 850+ patents for new product innovations, and 1,350 global product developers advancing the industry together. We're not just devoted to the research and development of innovative concepts, products and practices including telematics, automation, and lighter, stronger vehicles. McNeilus is fully committed to thoroughly testing and proving them to help drive industry standards. We are constantly and continuously reducing the environmental impact of our products and production, improving workplace conditions, reducing costs, increasing value and being active in our communities. We have helped our customers and their communities become more environmentally friendly and control costs with CNG powered vehicles and Battery Electric Vehicle technology. Our commitment to our communities goes beyond the trucks we build. We're a big backer of the United Way in our local areas. We've teamed up to support Ronald McDonald House with a unique program called Cans for Kids. And we're proud supporters of education and research programs for both the construction and waste collection industries through the CIM and EREF. The Environmental Research and Education Foundation provides educational grants and scholarships and conducts scientific research dedicated to improving waste management practices. Proof that we're here for our communities now and on the road ahead.	*
11	What are your company's expectations in the event of an award?	When McNeilus is awarded the Sourcwell contract, our expectation as a leading manufacturer in the Refuse Collection Vehicle industry we would continue to leverage McNeilus's expertise with the resources and knowledge available through Sourcwell to better align with the needs of municipalities across North America. With a strong factory direct sales force, we are able to drive our team to continuing education events offered by SourceWELL like Getting to Know You, H20, Regional Accelerator Trainings and SourceWELL Universities. We anticipate further leveraging these synergies to accelerate municipal sales for McNeilus, and aid in our increased focused on Municipal Market Share.	*
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.	McNeilus is a subsidiary of Oshkosh Corporation, which is a publicly traded company. We have attached our publicly accessible annual report from 2022, which is the most recent iteration of this report. This report along with any of the financial statements, SEC filings, earnings releases, webcast recording of earnings calls, and many other resources can be found at: https://investors.oshkoshcorp.com/financials/annual-and-quarterly-results/default.aspx The financials enclosed with this bid, and supporting information at the aforementioned website will demonstrate McNeilus's, along with Oshkosh Corporation's and our other subsidiaries to be financially sound.	*
13	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.	*
14	What is your Canadian 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.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are a Manufacturer. As a manufacturer, we have a direct sales force in the United States and Canada directly employed by McNeilus. Our service capabilities consist of a mix of factory direct service locations and technicians, mobile technicians, and Authorized service and parts centers. With the exception of authorized service and parts centers, all individuals are employees of McNeilus.	*
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.	• ISO 9001: 2018 • ANSI Z245 Accredited Standards Compliant	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

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

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As one of the leading manufacturers of mobile Refuse Collection Vehicles in North America we offer a full array of not only Refuse compaction bodies, but complimentary technologies assisting in the total collection of commercial and curbside refuse and recycling. McNeilus offers Residential Rear Load, Commercial Rear Load, Split Body Rear Load, Commercial Front Load, Residential Front Load, Automated Side Load, and Manual Side Load bodies. Additionally, cart tipplers, commercial collection attachments, Latitude Residential Collection System for Residential Front Loaders, camera systems, ClearSky Telematics, Cart Seeker Automated Curbside Collection (AI Based), back up sensors, scales, organics collection packages, access to chassis, CNG Systems, and integration with EV Chassis through McNeilus's patented ePTO system. Also, McNeilus offers a full range of stocked replacement parts for McNeilus and other refuse body manufacturers, as well as warranty, service and support.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Subcategories include Front Load, Rear Load, Manual Side Load and Automated Side Load Refuse Collection Vehicles, their associated parts, and provide service for all bodies in the refuse industry.
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	While McNeilus offers access to chassis through our partner and stock truck program, McNeilus On Demand, this is not the only pathway to receiving a turnkey solution. McNeilus encourages all customers to work with their local chassis provider to supply chassis to be upfit with a McNeilus Refuse Body. This is a commonplace practice for McNeilus, and we have extensive relationships built with most OEM Chassis manufacturers to ensure seamless integration of body and chassis through the use of the unique codes. McNeilus holds regular integration meetings to ensure chassis are ordered appropriately to receive a McNeilus body, and continuously drive improvements. The McNeilus Factory Sales team would work with local chassis providers and municipalities to provide sample chassis specifications, review supplied chassis dealer specification, and provide feedback on any changes needed. Upon agreement McNeilus obtains sign off by all parties that the specifications are meeting all parties needs. Upon chassis completion and shipment to McNeilus's Dodge Center, MN Facility, it is then checked in and verified that all components were sent correct, and dimensions match the specification agreed upon. Once this validation occurs, the chassis is then ready to have the McNeilus body mounted on it.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	As a body manufacturer and technology company, McNeilus has developed a patented ePTO solution that provides a unique ability to easily integrate with Battery Electric Chassis offerings. McNeilus has produced dozens of Refuse Bodies on Battery Electric Chassis to date, and has streamlined the process through manufacturing to simplify the integration effort in production to make this offering sustainable and scalable.

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

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

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Rear Load and Side Load Bodies are already integrated with Battery Electric Vehicles, other models are continuing to be developed and ready when market demands.
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	There will be access to McNeilus's stock and partner chassis pool, and McNeilus On Demand Complete Truck Program.
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	We offer a mix of technology and mechanical accessories that aid in operator and vehicle safety.
26	Maintenance services	☒ Yes ☐ No	Warranty and repair services.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	McNeilus recognizes the value in SourceWELL and its breadth of value-added benefits. Leveraging this relationship further and providing a competitive advantage to SourceWELL with a larger discount than other Cooperatives will help drive incremental growth.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	McNeilus will be taking a broad percentage discount approach for refuse collection bodies, and their corresponding options and parts. McNeilus will provide the most common options and parts as part of a published price list, but can price additional lower frequency options and parts by request. Chassis pricing will be passed through at the discounted price that McNeilus purchases for plus an administrative fee to cover things like flooring, and costs associated with transfer of paperwork. McNeilus, being a part of the larger Oshkosh Corporation family, gets a substantial discount at the Chassis Manufacturer level given the volume of chassis purchased annually as a company. This discount is typically, substantially more than any chassis dealer can pass along to individual customers. Chassis will be listed as Price Upon request due to the volatile nature of pricing we have seen over the last several years, in addition to the variation in options that can be selected on incoming chassis makes and models. Chassis will also be subject to any surcharges that are passed through from the chassis manufacturer and will be supported with documentation that supplied to McNeilus by the respective chassis manufacturer. Parts pricing will be subject to quarterly pricing updates as our previous annual pricing proved to be too volatile given supply chain constraints, rapidly rising costs from 2nd and 3rd tier suppliers, and quickly rising freight costs to get parts to McNeilus distribution centers. By listing the most common options and parts, this will provide a more user-friendly document to help SourceWELL members quickly get an estimated price for a complete body with options, or replacement parts. By working with one of McNeilus's factory direct sales team members, a SourceWELL member will be able to get a full quote worked up quickly and ensure all of their needs are met through a full specification review. Please see the attached pricing files for the specific priced items as listed above. McNeilus also partners with the largest refuse truck rental companies in the industry and can further assist in supporting rental needs as requested. By reaching out to a McNeilus factory sales team member, a SourceWELL member can easily get availability and pricing for a rental truck that meets the member's needs.
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	McNeilus is excited to offer SourceWELL members a Eight (8) percent discount off of MSRP for all Whole Goods, Options and Parts with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability.

30	Describe any quantity or volume discounts or rebate programs that you offer.	McNeilus Factory Direct Sales team members, along with our leadership team, will consider additional discounts for SourceWELL members that order multiple units. Additionally, those recurring customers could also have access to discounts beyond the base discount offered above.	*
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Sourced" products or "nonstandard options" will be priced by McNeilus Factory Direct Sales Team Members upon request and will follow the above pricing structure of SourceWELL member discount percentage off of MSRP, unless otherwise covered in the above sections.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Any taxes associated with the acquisition of any offered product, title, license, registration fees, or the like are not included in any McNeilus quotation, unless otherwise noted or where required by law. Additionally, requests for service technician training by the SourceWELL members will be offered at current rate less the SourceWELL Member Discount described above, and are not included in the base price of units, unless otherwise noted.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight will be priced at current rates, and is subjective based on number of miles traveled, fuel costs, insurance rates, and other contributing factors. Customer Pick up for those customers choosing to do so, or providing their own logistics carrier is also available at no charge.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	McNeilus has the ability to assist in coordination of Shipping and Delivery for Alaska, Hawaii, or any offshore delivery location. This requires coordination of different transit methods, for example most often the RCV is driven via driveway service to a shipping port or marine transfer yard and then wrapped for cargo ship 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.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As mentioned several times above, McNeilus uses a factory direct sales and distribution model including several factory owned service branches and parts distribution warehouses. McNeilus also recognizes the importance of on site service, and has a robust mobile service network by factory direct service technicians. Additionally, McNeilus has strategic Authorized service and parts distribution centers.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	All Orders will have Net 30 terms from date of delivery to FOB point. Checks, wires, and ACH payments are accepted directly between customer and McNeilus. No other payment methods accepted unless otherwise agreed upon in writing by McNeilus and End User customer.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	We partner with National Cooperative Leasing (Sourcewell Contract #011620-NCL) for turnkey packages best suited to municipal leasing opportunities.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	McNeilus Factory Direct Sales Team Members use a web based quoting tool to build and develop SourceWELL Member body or "package" quotes (body and chassis), and share with the member a quote page containing price with option for signature, body specifications, terms and conditions and an optional data service agreement for those members interested in trialing or signing up for McNeilus' telematics solution ClearSky. SourceWELL members are also able to commit to a body order by providing McNeilus with PO reflecting the price that has been quoted to them referencing the SourceWELL contract number, and Quote number.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not accept P-Card for Body or turnkey body and chassis solutions at this time. P-Cards are accepted for parts and service solutions.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Being a Factory Direct Sales Force, McNeilus has a controlled and straightforward pathway to providing quotes, invoicing, and internal audit measures. With our direct sales force, all quotes that are quoted for municipal customers that identify themselves as SourceWELL Members are built by our sales team, and crosschecked for specification and pricing accuracy by sales leaders. We conduct SourceWELL pricing strategy trainings biannually, and have widened the number of approvers to allow for quicker turnaround times on quotes while still ensuring accuracy. Sales leaders working directly with our data management and finance teams identify and flag all SourceWELL quotes for audit to ensure that the SourceWELL fee is accurately applied, and marked for remittance in the appropriate quarter corresponding with delivery and payment of the body, package, or parts order. Additionally, in the event of any change orders, units being delivered are reviewed again by our finance team for any variation in price from time of original quote and time of delivery to ensure that the correct fee is remitted to SourceWELL.
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Monthly and quarterly sales numbers are shared with the sales team as well as corporate leadership specifically around municipal and SourceWELL performance. We use these numbers as coaching opportunities for those sales team members that are not seeing the growth goals expected, while also giving a platform for those who have been successful to share "wins" of how they utilized SourceWELL, and correctly positioned this contract with their municipal contacts. Additionally, using SourceWELL and McNeilus's quarterly touchpoints with sales leaders and supplier development staff, we get up to date information to understand how we are performing in the current year or quarter compared to years past. This helps to shape our sales road map and ensure that we are driving growth through this program and enhanced adoption across the country by our direct sales team. McNeilus anticipates more frequent touchpoints with not only sales leadership, but also the sales team members. A goal for 2024 and beyond will be to ensure all sales team members attend at least one SourceWELL hosted event locally to augment the biannual training conducted internally. Growth through the SourceWELL contract is the Key Performance Indicator that will be looked at most by McNeilus Leadership, specifically gaining incremental sales volume year over year through leveraging the resources available on the SourceWELL supplier website and their people.
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	McNeilus is proposing an administrative fee of 1.5% on body, options, and fuel systems, excluding the price of the chassis on those orders that are placed where the chassis is purchased directly from McNeilus. Parts orders will have a percentage based model of 1.5% on total parts purchased, excluding shipping charges.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	For eight consecutive years, Oshkosh Corporation has been recognized as one of the World's Most Ethical Companies by Ethisphere, and is one of only eight honorees in the industrial manufacturing category. Fortune's "World's Most Admired Companies" (2023) 2023 Computerworld's Best Places to Work in IT Forrester's Technology Strategy Impact Winner (2022) BuiltIn 2023 Best Places to Work Foundry's 2023 CIO 100 Award for the fifth consecutive year. Member of Dow Jones Sustainability Indices DiversityInc Top 50 Military Friendly Awarded 5 consecutive years 2022 Vet's Ready Employer, Gold Winner National Organization on Disability (2022)	*
44	What percentage of your sales are to the governmental sector in the past three years	8.6%	*
45	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 8.6% number above.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcwell: \$8,506,835 in 2022, \$6,307,660 in 2021, and \$9,752,126 in 2020	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Exercising option of not naming entity	Government	New York - NY	Refuse Collection Vehicles	155 Units	\$15,393,297	*
Exercising option of not naming entity	Government	Georgia - GA	Refuse Collection Vehicles	45 Units	\$5,850,011	*
Exercising option of not naming entity	Government	Texas - TX	Refuse Collection Vehicles	49 Units	\$5,576,105	*
Exercising option of not naming entity	Government	New Jersey - NJ	Refuse Collection Vehicles	17 Units	\$4,584,059	*
Exercising option of not naming entity	Government	Hawaii - HI	Refuse Collection Vehicles	27 Units	\$3,531,609	*

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Atlantic County Utility Authority	Matt Denafo	(609) 272-6950	*
County of Dekalb	Robert Gordon	(404) 297-3280	*
City of Des Moines	Brian Bennett	(515) 323-8940	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
50	Sales force.	McNeilus offers a factory direct sales force, and sales process to all Sourcewell members. With this direct sales force only selling Refuse Collection Vehicles, parts and service related to these products Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract, and knowledge of how to provide options to customers via the Sourcewell contract. In addition to our direct sales force of more than 25, McNeilus has recognized the importance of building out a robust sales operations team of over 15 that ensure order accuracy, timely communication, chassis and body compatibility, and quote auditing to ensure pricing accuracy consistent with the Sourcewell contract. Additionally supporting the sales team is a marketing team of four (4) that assist in creating collaterals, social media marketing, trade show support, and organizing virtual monthly, and in person bi annual national sales meetings aimed at providing the latest updates to our direct sales force.	*
51	Dealer network or other distribution methods.	McNeilus currently does not have a dealer network as we have been a factory direct sales organization for over 50 years in the US and Canadian markets. With strategically located factory owned service branches and factory employed mobile service employees, Via this network, along with some strategic 3rd party Authorized Service Centers, McNeilus is well established to sell, service, and support all of our customers, especially Sourcewell members.	*
52	Service force.	With the current 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. We are continuously looking at areas that need more McNeilus service, Parts Warehousing, and mobile technicians and are evaluating where we can continue to grow the footprint to better serve our customers through traditional and nontraditional McNeilus methods. McNeilus currently employees about 75 technicians across the country between our nearly 15 company branch locations, and remote service technicians providing on customer site repairs, warranty, and diagnostic abilities. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid customers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will contact a factory direct McNeilus regional sales manager seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in person review of existing equipment, a specification is set forth and the McNeilus factory direct regional sales manager will use our web based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy, and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the regional sales manager for a compatibility review to be done by McNeilus engineering and/or Sales Operation team member to ensure correct component placement, integration work is done by, and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the regional sales manager, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided, and Sourcewell members know when to expect their equipment so that they can plan accordingly.	*

54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers have several methods to contact our world class customer service. Sourcewell members who have placed an order for a unit already have established a rapport with one of our factory direct sales people. Upon delivery of a unit, our sales team members ensure proper delivery, perform any requested operator training, and ensure the Sourcewell member is comfortable with the parts ordering system, how to process a warranty claim, or how to connect with our technical support hotline. We have a newly launched e-commerce website (www.refuse.streetsmartparts.com) for our parts side of the business. This allows for on demand ordering of parts with a simple log in to our parts ordering system. Personalized trainings are offered by sales staff, or our parts staff on website navigation and account set up at no charge. We also support our parts ordering business through strategically located Customer Support Representatives (CSR) in each time zone to maximize the available hours by phone. McNeilus offers both paper and online warranty claims, as well as personalized training on the entire warranty process, online enrollment, and form completion. We have a clearly defined warranty policy, and offer strong guidance on claim submittal, and what all may be covered as well as provide no charge pick up of failed parts to be returned to McNeilus for inspection and quality reporting. McNeilus's service team are Refuse experts. They are strategically located across North America, with mobile service technicians located at these branches, as well as filling the gaps between the branches. We diagnose, repair, and perform service at customer locations wherever possible to help minimize downtime and reduce customer inconvenience.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	McNeilus has a robust factory direct sales, service, and parts warehousing staff and branches augmented by Authorized service centers. As described above, and several times herein, McNeilus is a market leader across North America for premium refuse collection vehicle needs. Our factory direct staff gets regularly scheduled Sourcewell training, adheres to our quoting and ordering process, and provides hands on support with our customers directly. We are a North American company, headquartered in Dodge Center, MN. McNeilus has seen a tremendous amount of value in the Sourcewell contract over the past 8+ years, and sees the new award as a key to continued growth in the municipal market, and towards overall market share.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	McNeilus being a part of Oshkosh Corporation is positioned well to serve Canada. McNeilus has direct sales staff headquartered out of Canada to support the entire country. We currently serve the government sector there now, and have a very strong presence with private haulers and large fleets.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, We will be serving all of the US and Canada through this contract.	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will be serving all participating entity sectors that have a need for refuse collection vehicles.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There would be no specific contract requirements or restrictions that would apply to participating entities in Hawaii, Alaska or the US Territories.	*

Table 12: Marketing Plan

Line Item	Question	Response *
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is and has been a cornerstone in our municipal strategy. We plan to continue to update our marketing material, social media marketing, and trade show marketing to highlight the partnership between McNeilus and Sourcewell. We currently have a page dedicated to national purchasing programs that can be found at: https://www.mcneiluscompanies.com/mcneilus-refuse-old/national-purchasing-programs/ . Here we highlight the Sourcewell advantage, a link to our contract page, and our contract award number. McNeilus plans to have quarterly strategy meetings, bi annual exposure of Sourcewell team members to our direct sales force, and include the Sourcewell Logo and awarded contract on marketing collaterals that are shared with all municipal customers. McNeilus has also set a performance goal for our direct sales force to more actively engage in local and national training events, to ensure the most up to date information on Sourcewell gets to our sales team, and continues to drive the selling behavior we see value in through our Sourcewell relationship and awarded contract. Attached in the document section are some samples of collaterals displaying the Sourcewell badging in the lower right side of shared documents with our municipalities.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	McNeilus uses social media platforms to promote our products, services, and customers. Additionally, McNeilus is regularly sharing through these platforms community engagement, sustainability efforts, and promoting partnerships with many customers. With a large social media footprint, and dedicated marketing specialist that focuses on these avenues, there is additional opportunity to more publicly share McNeilus and Sourcewell's partnership, contract information, and competitive advantages of using these two well respected organizations together. McNeilus also has a dedicated area on our website demonstrating National cooperative purchasing contracts, and Sourcewell has prominent placement on this page with easy links to follow for more information. Followers & Engagement on Social media Platforms: LinkedIn: More than 11,000 followers and regular posts several times per week. Facebook: More than 6,100 followers, and more than 5,800 likes. Regular posts several times per week. Instagram: Nearly 2,500 followers, and more than 375 posts. Twitter: Over 385 followers and regular tweets several times per week.
62	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?	Over, nearly, the last decade Mcneilus has participated in the Sourcewell Contract, the partnership between our two organizations has grown incrementally year over year. Our factory direct sales team has received more training, support and information about Sourcewell and its competitive advantage it provides McNeilus and Sourcewell members with. The ease of finding contract information on the Sourcewell website, access to information from the competitive bid process, and accessibility of McNeilus's direct Sourcewell contacts has aided in helping those Members who may use the contract in other facets of their purchasing be comfortable using this platform for more substantial purchased like Refuse Collection Vehicles. McNeilus, with more resources actively engaged with Sourcewell, will continue to grow this fortuitous relationship and leverage the resources that Sourcewell offers to our factory direct sales team and prospective municipal customers. Future plans that are already in process are invitation to regional and national McNeilus Sales Meetings, and opportunities to speak directly with the McNeilus sales team on Quarterly or Biannual virtual team meetings. These are excellent opportunities to learn about any changes to the program, dedicated time to engage with Sourcewell staff directly, and an opportunity to facilitate "Best Practice" advice and feedback on challenges or headwinds the sales team encounters in the field Lastly, McNeilus proudly displays the Sourcewell flags at local, regional, and national tradeshows as part of our show kits for members to see that we are part of a premier cooperative purchasing program. SourceWELL is prominently placed on our dedicated municipal purchasing page on our company website (mcneiluscompanies.com), and has links to the "Sourcewell advantage" as well as a direct link to the contract page. We have also identified recently, at a Sourcewell supplier event, the strategic use of adding customer testimonials to this webpage and are already in progress of securing more of these success stories of how McNeilus and Sourcewell was able to solve a customer need through a strong partnership.
63	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 offer a customer facing e-procurement site for any Refuse Collection Bodies for any customers. However, we do offer online parts ordering at our parts website (www.refuse.streetsmartparts.com), with the launch of a new ecommerce portal in the last 4 months. Sourcewell members would sign up for a login and password through the website, and can also receive training free of charge on how to navigate the site, set up payment information, and other pertinent information on use of the parts ordering portal.

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Driver training is included and will be conducted by the RSM (Regional Sales Manager) that is assigned to the municipality. Driver training will be conducted upon delivery of the vehicle and request from the municipality. Parts and routine maintenance training is also included and provided by the RSM upon request. Technician/Service training is available upon request and is quoted separately based on training needs, location, number of technicians and product line training.
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	McNeilus uses proximity switches and sensors to ensure proper operation and execution of the body. McNeilus C.O.D.E. (Controls On Demand Environment) provides diagnostics at the operators' fingertips to alert them to any operation that is out of specification.
66	Describe how the equipment you propose simplifies the operation for end-users.	One of the newest innovations designed to simplify operation for the end-user is CartSeeker, an automated refuse can recognition system that utilizes sensors to identify refuse cans, determine the ideal alignment of the ASL (Automated Side Loader) arm and refuse can. This innovation is exclusive to McNeilus and is designed to shorten driver training, ensure safer can collection, reduce driver fatigue and increase heads up operation of the RCV (Refuse Collection Vehicle). McNeilus C.O.D.E is another example of simplifying the operation for the end-user.
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	McNeilus utilizes integrated safety protocols written into the software and C.O.D.E. that ensure proper operation of the equipment. This product innovation is available on all Body Types except for the Atlantic Front Loader.
68	Describe any technological advances that your proposed products or services offer.	Dynamic Load Stabilizer for Front Load RCV's holds the carry can steady while the lift arm extends and retracts, reducing long-term wear & tear. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. CartSeeker™ Curbside Automation Offering a next-generation solution for everyday collection. Artificial Intelligence-enabled cart detection serving as an extra set of eyes to help save time and improve productivity. ClearSky™ by McNeilus The telematics and fleet management technology you need that provides real-time data to deliver performance, efficiency and safety across your entire fleet.
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	McNeilus and Oshkosh have Environmental Policies and Procedures including, but not limited to an Environmental Protection Policy and an Energy Management Policy. At McNeilus, we are continuously improving how we make and distribute products to reduce the environmental impact of our products and production. An example of this is Carbon Free Steel which is already used in some of our products today. McNeilus works closely with SSAB who is already one of the world's most CO2-efficient steel companies. In partnership with SSAB, McNeilus, built the first commercial vehicle in the U.S. with fossil-free steel. SSAB is now about to revolutionize iron-ore based steelmaking and aim to be the first in the world to deliver fossil-free steel to the market in 2026. McNeilus wants to offer customers the competitive advantage of a completely fossil-free value chain. McNeilus® EV Technology with exclusive ePTO technology is a self-contained system that is optimized and dedicated to powering body functions for consistent performance. A zero-emission game changer for your fleet with consistent body performance, no matter the chassis brand. Oshkosh, McNeilus continues to be an active member of the Dow Jones Sustainability Index (DJSI) and Oshkosh Corporation was Named to the Dow Jones Sustainability World Index for Fourth Consecutive Year in 2022. This Index is a widely recognized standard for measuring corporate environmental, social and governance (ESG) progress across industries and is comprised of global sustainability leaders identified by S&P Global through the Corporate Sustainability Assessment (CSA). Oshkosh achieved a 93rd percentile rating for its work on environmental matters, 96th percentile for its social initiatives and 93rd percentile for its economic programs. Oshkosh companies, participate in the Department of Energy's Better Buildings, Better Plants Program, voluntarily pledging to reduce our energy intensity by 20% over a 10year period. McNeilus has KPI's for waste and energy reduction and plans to meet these goals month over month which are tracked, recorded and shared throughout the company.
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	JUST Capital and CNBC, its media partner, recently released their list of America's Most JUST Companies and out of 951 companies, Oshkosh the parent company of McNeilus ranked 100th overall and 2nd in the Industry for Environmental. Overall Oshkosh was ranked 4 of 23 within the Commercial Vehicle and Machinery Companies. The information referenced here can be found at https://justcapital.com/companies/oshkosh-corporation

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	None	*
72	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?	McNeilus is an innovative company backed by Oshkosh Corporation, specializing in heavy duty equipment to the Vocational Market, including Refuse Collection Vehicles. Our coordination and partnerships with the other business units under Oshkosh Corporation helps us to leverage shared innovation and financial strength. McNeilus takes pride in being a direct to market sales organization that provides customers direct contact to the manufacturer. Whether it's an RCV, parts, service or training, the customer can streamline their needs and contact the manufacturer directly.	*

Table 14: Warranty

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

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	Yes, as described in the terms of our warranty documents provided.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Base body warranty includes 12 months from in service date, except for major hydraulic components which is 24 months from in service date. There are several options for purchase of extended warranties.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For warranted items that are under parts and labor coverage, McNeilus technicians travel time and mileage are covered as part of the warranty claim.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	McNeilus covers all areas of the United States and Canada via factory direct technicians, factory owned service branches, authorized service centers, or authorized service technicians.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	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 Original Equipment Manufacturer, unless otherwise stated in the warranty document supplied with this bid. McNeilus will aid in supporting the SourceWELL member to the best of our ability with managing claims within the warranty period.	*
78	What are your proposed exchange and return programs and policies?	We do not offer returns or exchanges on bodies or body/chassis sales. Standard parts may be returned with a restock fee. Custom parts will be evaluated to be returned on a case by case basis.	*
79	Describe any service contract options for the items included in your proposal.	McNeilus will work with the Sourcewell member upon request 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.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - MCN_Body_option_parts_Pricing_2024_Final.xlsx - Monday October 16, 2023 11:37:08
 - [Financial Strength and Stability](#) - Oshkosh.Mcneilus.Annual.Review.2022.pdf - Monday October 16, 2023 11:38:16
 - [Marketing Plan/Samples](#) - 2023 Zero Radius brochure.pdf - Monday October 16, 2023 11:38:35
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - 1522535 Municipality Warranty Policy Terms 05.2017.pdf - Monday October 16, 2023 11:39:24
 - [Standard Transaction Document Samples](#) - Sample Proposal Docs.pdf - Monday October 16, 2023 11:39:37
 - [Requested Exceptions](#) - RFP_071123_Refuse_Vehicles_Contract_Final.docx - Monday October 16, 2023 11:39:51
 - [Upload Additional Document](#) - 2023 Meridian brochure.pdf - Monday October 16, 2023 11:40:09

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Joseph Pisano, Sr. Refuse Sales Manager, McNeilus Financial, INC. DBA McNeilus Truck and Manufacturing

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

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

THIS AMENDMENT is effective upon the date of the last signature below and is by and between **Sourcewell** and **McNeilus Financial dba McNeilus Truck & Mfg.** (Supplier).

Sourcewell awarded a contract to the Supplier to provide Refuse Collection Vehicles with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective December 23, 2023, through December 28, 2027 (Contract).

Supplier has changed its sales model to include dealers.

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

1. The Response to Line item 29 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

"The McNeilus discount offered to Sourcewell members has changed from an eight (8) percent to a three (3) percent discount off of MSRP for all whole goods and options with the exception of extended warranties. Chassis pricing will be priced upon request, as well as requests for rentals, pending availability. McNeilus is establishing a dealer network to build strategic relationships allowing us to harness the strength, experience and large footprint of we/I-established dealerships and enhance the overall customer experience. Our dealers will enhance sales, parts and service support, and bring more access to stock units on the ground along with connection to direct sales and support contacts."

2. The Response to line item 35 under "Table 5: Pricing and Delivery" in the Proposal is deleted in its entirety and replaced with the following:

"McNeilus uses a combined factory direct and dealer sales and distribution model."

3. The Response to line item 50 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

"McNeilus offers a combined factory direct and dealer sales force. With this sales force, Sourcewell members are getting experts helping them with the solutions they need. This also ensures a team of people intimately familiar with the Sourcewell pricing structure, contract and knowledge of how to provide options to customers via the Sourcewell contract."

4. The Response to line item 52 under "Table 11: Ability to Sell and Deliver Service" in the Proposal is deleted in its entirety and replaced with the following:

“With the expanding McNeilus dealer network, we are ready to meet the needs of customers wherever they may be. We are continuously working with our dealers to look at areas that need more McNeilus service and mobile technicians and are evaluating where we can continue to grow the footprint to better service our customers through traditional and nontraditional McNeilus methods. McNeilus also employs a team of remote (over the phone) factory direct, dedicated, troubleshooting technicians to aid dealers in diagnosing and troubleshooting issues through dialing one of our McNeilus help lines.”

5. The Response to line item 53 under “Table 11: Ability to Sell and Deliver Service” in the Proposal is deleted in its entirety and replaced with the following:

“Sourcewell members will contact a McNeilus dealer seeking information or a quotation on a refuse collection vehicle. After discussing the customer needs, and potentially an in-person review of existing equipment, a specification is set forth and the McNeilus dealer will use our web-based configurator to build the specification and generate a price to the Sourcewell member. All Sourcewell quotes will be reviewed by sales leadership for accuracy and to ensure all portions of the Sourcewell contract are adhered to, including price and clearly stating the Sourcewell contract number on the quote. The quote and specification are then shared with the Sourcewell member. If the Sourcewell member is providing their own chassis, or a chassis from their local dealer, a chassis specification will be shared with the dealer for a compatibility review to be done by McNeilus engineering and/or sales operations team members to ensure correct component placement, integration work is done and best possible body fitment. Upon acceptance, either the quote is signed and returned, or a customer issued PO is returned to the dealer, and the documentation is submitted into our quoting tool for placement of the order into our build schedule. Communication will be consistent through the build process to ensure updates are provided and Sourcewell members know when to expect their equipment so that they can plan accordingly.”

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer
Date: 8/27/2024 | 9:40 AM CDT

**McNeilus Financial
dba McNeilus Truck & Mfg.**

DocuSigned by:
By: Jason Fritz
235FF4DAC9F04E6...
Jason Fritz
Title: VP of Sales, McNeilus
Date: 8/26/2024 | 2:59 PM PDT