

FORMAL COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between CITY OF FRESNO, a California municipal corporation (City), and RUCKSTELL SALES CO., INC., a California Corporation (Vendor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the City allows for cooperative purchase agreements for materials, supplies, and equipment. The City may use another government agency's agreement, as an exception to the competitive bid process. The Parties agree that the Vendor has entered a contract with Sourcewell Contract #110223-THC (Original Government Contract). The solicitation for the Original Government Contract is attached as **Exhibit A**.
2. Vendor's Obligation. Vendor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit B** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
3. City's Obligation. City shall make to the Vendor those payments described in **Exhibits A and B**, subject to all the terms and condition contained or incorporated herein
4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the Vendor and the City, as follows:
 - a) City's Insurance and Indemnity provisions attached as **Exhibit C**.
 - b) Address change for the City: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the Vendor agrees that notices and invoices will be sent to:

City of Fresno
Attention: Miguel Ramirez
2101 G Street, Bldg F
Fresno, Ca. 93706
Phone: (559) 621-1126
E-mail: miguel.ramirez2@fresno.gov

- c) Notwithstanding anything in **Exhibits A and B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however,

any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

- d) All other provisions in the Original Government Contract are fully binding on the parties and will represent the agreement between the City and the Vendor.
- 5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

RUCKSTELL SALES CO., INC., a
California Corporation

By: _____
Melissa Perales
Purchasing Manager
General Services Department

Signed by:
By: Edward Inahara 5/16/2025
9B15FE50FA4F44E...
Name: Edward Inahara

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

Signed by:
By: Christine Chavira 5/22/2025
66086C14193B4F5... Date
Sup./Sr. Deputy City Attorney

Title: Preident
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)
Signed by:
By: Edward Inahara 5/19/2025
9B15FE50FA4F44E...
Name: Edward Inahara

ATTEST:
TODD STERMER, CMC
City Clerk

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

By: _____
Deputy

VENDOR:
RUCKSTELL SALES CO., INC.
Attention: Edward Inahara
3399 E. Malaga Ave.
Fresno, Ca 93725
E-mail: ed@ruckstellinc.com

Attachments:
Exhibit A - Original Solicitation
Exhibit B - Original Government Contract
Exhibit C - City's Insurance and Indemnity

EXHIBIT A

Original Solicitation



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

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

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

SOLICITATION SCHEDULE

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

I. ABOUT SOURCEWELL

A. SOURCEWELL

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

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

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

B. USE OF RESULTING CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

C. REQUIREMENTS

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

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

D. PROSPECTIVE CONTRACT TERM

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

E. ESTIMATED CONTRACT VALUE AND USAGE

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

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

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

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

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

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

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

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

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

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

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

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

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

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

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

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

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

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

B. AWARD(S)

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

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

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

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

Pricing
TOTAL POINTS

400

1000

C. PROTESTS OF AWARDS

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

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

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

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

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

E. DISPOSITION OF PROPOSALS

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

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

EXHIBIT B

Original Government Contract

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Heil Co. d/b/a Heil Environmental, 201 W. Main Street, Suite 300, Chattanooga, TN 37408 (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 subject to Supplier's standard published warranty applicable to the specific Product(s). 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, as set forth in Supplier's published Standard Warranty. 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. Supplier's warranty applies only to the refuse collection body. Warranties for other components including but not limited to the chassis, chassis options, or any non-Supplier components, shall be administered and addressed by the respective third-party product manufacturer(s). Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the third-party manufacturer. Warranties for components subsequently installed by the Participating Entity shall be administered and addressed solely by the respective third-party product manufacturer(s).

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, and Supplier has not scheduled repair or replacement of any damaged Equipment or Products within 30 days after notice given by Participating Entity to Supplier, 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 or repair nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier's Equipment and Product is limited to the refuse collection body and does not include the chassis; any non-conforming parts of the chassis or non-conforming equipment subsequently installed by the Participating Entity must be repaired or replaced by the respective OEM.

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's ability and willingness to sell Equipment, Products, and Services to a Participating

Entity is subject to the availability of Supplier's Equipment, Products, and Services and Supplier's agreement to a purchase order.

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 must agree to or otherwise accept a purchase order for it to become binding and effective.

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. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell'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 Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell 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

Sourcwell'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 reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by any negligent 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.

IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR PUNITIVE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF NOTIFIED OF SAME.

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.* OMITTED
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, 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, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo(excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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

Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell 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 Sourcwell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcwell 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/or the defective products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcwell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

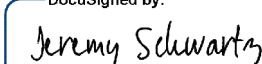
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.


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


The Heil Co.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/11/2024 | 11:41 AM CST

DocuSigned by:

By: 81049794E2244BD...
John Muina
Title: Corporate Officer
Date: 1/11/2024 | 8:25 AM PST

Approved:

110223-THC

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 1/11/2024 | 12:18 PM CST

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

Vendor Details

Company Name: The Heil Co.

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

Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421

Contact: Burgess Lane

Email: blane@doveresg.com

Phone: 256-478-0425

HST#: 363896843

Submission Details

Created On: Tuesday October 17, 2023 09:35:32

Submitted On: Thursday October 26, 2023 10:13:13

Submitted By: Burgess Lane

Email: blane@doveresg.com

Transaction #: 95fa7466-7c42-4d97-89dd-ed58816149cf

Submitter's IP Address: 74.127.76.220

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")	The Heil Co.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	So. Cal. Soft-Pak Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The Heil Co. d/b/a Environmental Solutions Group The Heil Co. d/b/a Heil Environmental The Heil Co. d/b/a 3rd Eye The Heil Co. d/b/a The Curotto Can Company The Heil Co. d/b/a Parts Central The Heil Co. d/b/a Bayne Thinline So. Cal Soft-Pak Inc. d/b/a Soft-Pak	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable	*
5	Proposer Physical Address:	Address: 201 W. Main Street, Suite 300, Chattanooga, TN 37408	*
6	Proposer website address (or addresses):	www.heil.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):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Johnny Moses Title: Ready Truck Manager Address: 106 45th ST NE, Fort Payne, AL 35967 Email: jmoses@heil.com Phone: 256.630.1004	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>For more than 100 years, Heil® has been at the forefront of excellence, innovation, and customer satisfaction in the Waste Industry. In 1901 in a small, rented building in Milwaukee, Wisconsin, Julius P. Heil started the Heil Rail Joint Welding Co. Inspired by a new process called "welding", Julius Heil began applying the technology to rail cars. Before long he used the same process on tanks and truck bodies. As uses for electric welding grew, so did the Heil Co. The first Heil garbage truck bodies were built for the City of Milwaukee in the early 1900s. By the 1930s Heil garbage trucks were collecting solid waste in hundreds of American cities of all sizes. The rest as they say is history. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico. Internationally, the Heil network reaches into 150 different countries. Heil proudly manufactures a wide variety of garbage truck collection bodies including Front loaders, automated front loaders rear loaders, automated side loaders, multi-compartment rear loaders, and the industry's first all-electric automated sideloader. All of our garbage truck bodies are made in the United States, and we are proud to call Fort Payne, Alabama home! "Build it right, and then back it with integrity." More than any other principle of business, the commitment to do things right has made Heil the undisputed industry leader.</p> <p>Our Vision Improving Lives Our Mission The ESG mission is to be the global leader in people, performance, and customer value in the solid waste and recycling industry. Our Core Values Collaborative Entrepreneurial Spirit Winning Through Customers High Ethical Standards, Openness, and Trust Expectations for Results Respects and Values People Strategic Priorities Safety Quality On-Time Delivery Productivity Improvement</p>	*
11	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining the highest ethical standards and truly winning through our customers. Over the past 3 contracts that we have been fortunate enough to be awarded, we believe that we have held true to these core values and provided great products and service to Sourcwell members. If we are successful in securing another contract, we will continue to innovate our product offerings and processes to provide the most extensive and complete portfolio of first-class products and services that Sourcwell members have come to expect. We also look forward to maintaining and growing our relationship with the team at Sourcwell as we work to meet and exceed the expectations of the members.	*
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.	Please see Appendix A of this Proposal for a complete 2022 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports	*
13	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.	*
14	What is your Canadian market share for the solutions that you are proposing?	Heil does not publish market shares.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Heil offers a case-by-case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows:</p> <p>1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members.</p> <p>2) Key Account Representatives – Employed by Heil</p> <p>3) Regional Sales Managers – Employed by Heil</p> <p>Please see Appendix -Heil Dealer Network for complete coverage map.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771</p> <p>Hamilton County, Tennessee - Business License License Number 052431</p> <p>City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955</p> <p>Local Business Tax Account # 30101</p> <p>The Heil Co. is an ISO-certified manufacturer.</p>	*
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.	<p>HEIL AUTOMATED FRONT-LOAD GARBAGE TRUCKS www.heil.com/type/automated-front-loaders</p> <p>Heil® engineering innovations continue to raise the bar, setting the standard for automated front load garbage trucks.</p> <p>Odyssey® Controls</p> <p>Our patented Odyssey® Controls hydraulic control technology delivers waste industry-leading productivity with the lowest Total Cost of Collection (TCC), helping refuse haulers make more money on the route. If you are looking for the best automated front-load garbage truck for your refuse fleet, Heil residential front loaders deliver unbeatable efficiency and productivity.</p> <p>The Heil® Half/Pack® front load garbage truck body has consistently delivered proven performance in some of the most demanding collection environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lowest total cost of ownership.</p> <p>The groundbreaking Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity, safety, and reliability.</p> <p>The Curotto-Can Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications."</p> <p>FRONT LOAD GARBAGE TRUCKS</p> <p>www.heil.com/type/front-end-loaders</p> <p>Commercial waste haulers face multiple challenges but Heil® commercial front load garbage truck bodies offer solutions for even the toughest waste-hauling route. Our</p>

commercial front loaders have the functionality and reliability to make your refuse routes easier and more profitable than any frontload trash truck in the waste industry.

Heil® Half/Pack®

Heil continues to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan. The Half/Pack now comes with a 20 cubic-yard option, increasing the maneuverability of the vehicle due to a shorter wheel base, and allowing for FET exemption.

Heil® Half/Pack® LowRider®

The new Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity and safety. Hitting the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack, fleet owners can service more customers and pack up to two tons more payload. Add in Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. LowRider AFLs are ideal for residential routes with overhead obstructions such as utility lines, established trees, etc., providing the lower body height of an ASL with the unmatched low Curotto-Can® dump height. LowRider comes standard with the Lightning Cylinder package, reducing dump cycle time by five seconds. Lighter weight body allows for greater payload and less chassis component wear (brakes, tires, etc.)

Heil® Half/Pack® Sierra

The Heil® Half/Pack® Sierra weighs just 17,050 lbs. vs. 19,300 lbs. for the same size standard Half/Pack, a weight reduction of 13%, meaning more than one ton of extra payload. Features a fast packer and arm cycle times, plus up to a 10-ton payload capacity means that you can collect more quickly, without being overweight.

HEIL ODYSSEY CONTROLS

www.heil.com/type/odyssey-controls

These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions.

H.A.L.O. SEMI-AUTOMATED CONTROLS

www.heil.com/type/halo

The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.

AUTOMATED SIDE LOADERS

www.heil.com/type/automated-side-loaders

With their long reach and super-hero-level strength, Heil® automated side load garbage trucks are the MVPs in any residential or commercial sideload fleet. Our line of automated side loaders (ASL's) are products of years of innovation and engineering excellence, providing unbeatable waste collection productivity and efficiency on both busy city streets and quiet neighborhood cul-de-sacs.

Heil RevAMP

The Heil RevAMP is the first 100% electric on-route refuse body with its own independent battery. By not robbing energy from the chassis to power the body, the RevAMP delivers unbeatable chassis range and productivity. In addition, its powerful auger compactor eliminates the need for hydraulics, lowering maintenance costs, eliminating costly leaks, and increasing uptime and safety. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas ("GHG") emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle ("RCV"), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. (Note: This product is not available in Canada through Heil)

DuraPack® Python®

The DuraPack® Python® automated side loader combines two proven products in one high-performance package. The DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is one of the fastest, smoothest, and longest-lasting lift arm.

DuraPack® Rapid Rail®

The DuraPack® Rapid Rail® features all the benefits of the DuraPack body with the Rapid Rail arm. The DuraPack Rapid Rail has a 1,600-pound lift capacity and an 8-second cycle time. This ensures that it will be a superstar on residential, commercial, and multi-family refuse routes. The strong arm can handle 30 – 300-gallon waste containers, and has virtually zero kick out, allowing operation in tight spots. All this, combined with the legendary DuraPack high-compaction side load

body, makes for a reliable and tough refuse collection vehicle (RCV).

Heil® Liberty

The Heil® Liberty was created by integrating our time-tested Continuous Pack body with the patented technology of the Python® arm. Heil has created a refuse collection body with proven reliability and unsurpassed speed. The Continuous Pack body has been a customer favorite for more than 35 years, far and away the most popular ever produced. This remarkable, lightweight body will accommodate routes of any size, with seven models ranging from 16 to 32 cubic yards. Our patented Big Swing Paddle Packer design continuously sweeps the hopper, so there's no need to stop and pack the load. Because there is no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated, as is the need to clean out behind the packer. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, simplifying operation for the driver, and extending the life of the paddle packer. Combine the optional Extended Tailgate Seal with the Select-O-Pack feature, and you will have the optimal ASL for your organic collection.

Heil Rapid Rail®

No automated product has a longer track record than the Heil Rapid Rail® automated side loader. More than 30 years after its introduction, the Rapid Rail continues to be the standard to which all others are compared. The Rapid Rail lift arm's lengthy reach, fast cycle times, continuous packing big swing paddle, and solid lightweight structural design make it a highly productive and efficient automated collection choice for large and small fleets alike. The Rapid Rail has a patented paddle packer that continuously sweeps the three cubic yard hopper, boosting productivity, because the operator does not have to pause between stops to activate the packer. Instead, the operator can continue to collect their route while the paddle packer cleans the hopper. The continuous packer design also provides added driver convenience, because the operator doesn't have to clean behind the packer paddle. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, extending the life of the paddle packer.

REAR LOAD GARBAGE TRUCKS

www.heil.com/type/rear-loaders

Heil® Rear Load Garbage Trucks are the workhorses for refuse collection in large cities and small towns around the world. Whether the route is commercial or residential, the legendary durability and reliability of our rear loaders provide efficiency and lowest Total Cost of Collection (TCC).

Heil® PT1100

The Heil® PT1100 will reset your expectations about mid-range rear-loaders. Built on the PT1000 platform, with its design having 20 years' experience, the PT1100, is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a high-capacity hopper. It also fits comfortably into today's increasingly restricted budgets. The PT1100 features a large three-cubic-yard hopper, making it the ideal vehicle for those occasional commercial pick-ups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 1,000 lbs./yd³, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 26 cubic-yard body, all other sizes can be equipped as single-axle models, making them Federal Excise Tax (FET) exempt.

Heil® DuraPack® 5000

With nearly 30 years of reliability and over 20,000 units built, the Heil® DuraPack® 5000 high compaction refuse vehicle has become the mainstay of collection fleets, from small independent haulers to the world's largest municipal fleet. Built to last. The DuraPack 5000 features the Heil DuraPack body, which includes a fully welded, interlaced subframe. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and superior resistance to corrosion and cracking, the DuraPack 5000 is a sturdy package with the stamina to absorb years of tough hauling. Outstanding weight distribution. Incorporating a high cylinder mount into a compact design with a short overhang creates outstanding weight distribution and reduced wear on rearward chassis components. This maximizes forward loading of both the body and the payload.

PowerTrak® Commercial

What makes the PowerTrak® Commercial the ultimate garbage collection machine in the waste industry? Start with a compaction rate of up to 1,200 pounds per cubic yard, add in cycle times as low as 21 seconds, throw in a 7 to 9-second reloading time, then top that all off with a huge 3.64 cubic yard hopper. When you add all of that up, it's easy to see why the PowerTrak Commercial delivers the best return on investment in the solid waste industry.

DuraPack® 4060

Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the

route. As the industry's premium multi-compartment rear loader garbage truck, the DuraPack 4060 split body rear loader is the next generation of split-body rear loaders. By adding the smooth curved sides and the fully welded, interlaced subframe that has become the benchmark of durability for the DuraPack line, the DP4060 refuse collection vehicle combines longevity and functionality to deliver maximum performance.

With a 40/60 two-compartment split body, the DuraPack 4060 features independent hydraulic systems, enabling the pressure to be adjusted for each compartment, based on the type of waste being collected. For example, a higher compaction rate can be used for the refuse compartment, while a lower compaction rate can be selected for recyclables to minimize breakage. Why have multiple rear loaders on your route when a Heil Split Body DuraPack 4060 garbage truck can do the same amount of work in less time? The DuraPack 4060 is as functional as it is durable. Operators around the world appreciate the convenient one-handed manual packing controls that enable them to stop, start, or reverse either the upper panel or the sweep panel at any point in the packing cycle. With a simple two-step cycle that reloads in just six to eight seconds, and a complete cycle time of 16 to 18 seconds, it gets them through their routes quickly. (Cycle time varies based on pump application.)

Heil® PT1000

The Heil® PT1000 will reset your expectations about single-axle rear loaders. With nearly 20 years of performance, the PT1000 is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a best-in-class hopper. It also fits comfortably into today's increasingly restricted budgets.

Beneath its sleek exterior, the PT1000 is a no-nonsense machine that will outperform anything else in its class. It offers a 15-second cycle time and a reload time of less than six seconds, with packing forces that take full advantage of the Heil brand's experience in high-pressure hydraulics and lighter weight, high-tensile steel construction. The PT1000 features a large three-cubic yard hopper that is the best in its class, making it the ideal vehicle for those occasional commercial pickups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 800 lbs./cubic-yard, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 25 cubic-yard body, all other sizes can be equipped as single axle models, making them Federal Excise Tax (FET) exempt.

UNDER-CDL MINI REAR LOADER

Because operators don't need a commercial driver's license (CDL), the vehicle is exempt from Federal Excise Tax* (FET.) The beauty of this highly maneuverable, non-CDL rear load garbage truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. The Heil® Mini Rear Loader features a large hopper that is perfect for residential waste hauling routes, but also handles the occasional commercial refuse container with ease. The hopper's large size allows for more trash and fewer tailgate cycles, increasing route productivity and providing route flexibility. Another feature of the Mini Rear Loader is pre-crushing in the hopper. The Heil Linkage Packing System pre-compacts the refuse before it's loaded into the trash body. With compaction beginning in the hopper, payloads are greatly increased. This allows for more time spent on route, and more collection stops.

The swing link design on the non-CDL Mini Rear Loader offers a smoother, more efficient operation. The simple yet effective design results in less maintenance and a long-lasting, reliable packing mechanism. In addition, the single lever packer control handle allows for easy one-hand operation. This process is fast, easy-to-use, and can complete half the tailgate pack cycle with one movement in each direction. This requires fewer adjustments and less overall maintenance. If you are looking for a small, non-CDL rear loader with BIG performance, the Heil Mini Rear Load garbage truck body fits the bill.

* Heil does not provide tax advice. Please consult your tax advisor regarding the specific tax implications of your selected product.

HEIL CNG GARBAGE TRUCKS

www.heil.com/type/cng

At Heil®, we recognize that a CNG fuel delivery system must integrate seamlessly not only with the chassis and the garbage body, but also with fleet's CNG fueling station. Our CNG garbage truck bodies enable your refuse fleet to deliver the same productivity expected from a diesel unit, while saving you money with clean, domestic, compressed natural gas as fuel. The CNrG® tailgate system is designed for safer CNG fuel-delivery, as all tanks are positioned at the rear of the truck and away from the driver. The Heil® OEM-installed CNrG tailgate also removes the need for CNG tanks to be mounted on the top of the body, reducing the overall body height by 12 inches for a lower profile vehicle. With CNrG, vehicles can access height-restricted areas and eliminate damage to a top of body tank and cabinet. All Heil DuraPack® style bodies, including the Command-SST® and Half/Pack® LowRider®, are available with up to 90 DGE (Diesel Gallon Equivalent) six-tank configuration without the use of frame-mounted tanks. All Heil Half/Pack Front Loader and Automated Front Loader bodies are available with up to 105 DGE in a

seven-tank configuration. The integrated tailgate design allows for the entire CNG system to be installed in the tailgate and offers an extended range without the need for a costly split-system design. In addition, this design provides access to commercial "fast-fill" fueling stations for more time on route.

SENTINEL SOLENOID SYSTEM

When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s).

3rd Eye Digital

www.3rdeyecam.com

3rd Eye® Digital is the best fleet management tool to modify your drivers' behavior, reduce accident costs and generate more revenue from your vehicles. It gives you unmatched awareness of what's happening with your vehicles and drivers at all times. Drive top-line growth while improving operational efficiency.

3rd Eye Mobile

3rd Eye has developed the industry-leading truck camera systems and monitors, designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures. The 3rd Eye truck camera systems are available with recording capabilities through our built-in SD Card Monitors and stand-alone mobile DVR units.

Collision Warning Radar Systems

The 3rd Eye family of "Integrated Collision Warning Radar Systems" offers cutting-edge solutions to protect both the public and your drivers. 3rd Eye IRIS vehicle radar systems will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization!

ESG Connected Collections

www.3rdeyecam.com/connected-collections

Connected Collections® converts vehicle-borne data into valuable information that fleet owners can use to make better decisions – faster. Everything ports through one cell connection to the cloud – and then to the 3rd Eye Eye-Site™ Business Intelligence – where it is disseminated to 3rd Eye SaaS modules or the powerful Soft-Pak® back-office suite of software for further processing.

Enhanced Fleet Awareness

3rd Eye® Digital provides a comprehensive suite of fleet management reporting and recording tools that incorporate onboard cameras, engine and transmission vehicle analytic data, and body monitoring systems, that transform data into information through its Connected Collections® Digital Strategy. Connected Collections helps fleet owners to make better decisions – faster. From accurate GPS location tracking to fuel consumption to video service logging, 3rd Eye Digital provides fleet owners with an ala carte menu of features that support Connected Collections – delivering enhanced productivity, accurate Positive Service Verification through Verif-Eye, communication of critical chassis and body system sensor data through Optim-Eyes, and much more. The 3rd Eye gateway allows the transmission of all video, radar, and chassis/body data to be transmitted to any number of backroom route management software suites, like the industry-leading Soft-Pak back-office suite – now part of the ESG family. If your fleet is in the business of providing a billable service, like waste collection, product delivery, or service delivery – positive service verification is essential to running your business efficiently and profitably.

3rd Eye Verif-Eye®

With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, the package has been delivered, or the can or container has been dumped – or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. And with Soft-Pak® combined with 3rd Eye – refuse haulers using Mobile-Pak® can have real-time updates sent to their in-cab tablets for efficient route communication with the driver that keeps end-users happy. Verif-Eye is part of ESG's Connected-Collections digital strategy. Connected-Collections helps fleet owners make better decisions – faster.

Optim-Eyes Connected-Collections™

The Optim-Eyes Connected-Collections™ module provides fleet owners with an onboard mechanic that never takes a day off – never sleeps and is always monitoring the health of a fleet's assets. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence – where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled – and "downed" trucks are minimized. Optim-Eyes is part of ESG's Connected-Collections digital strategy. Connected-Collections allows fleet owners to make better decisions – faster.

EYE-SITE™

Introducing the new 3rd Eye User Interface, Eye-Site. We've made it very simple to navigate – yet very comprehensive – just like you asked. We put reams of data at

your fingertips – allowing you to identify areas of importance with the ability to focus on profit leakage, such as not outs, overloaded or blocked containers – or other exceptions that you define. We've also made the Eye-Site interface scalable – which means it works perfectly, whether you're on your cell phone, your tablet – or sitting at your desk. With more people working remotely – this was a key feature that you demanded. You also needed it flexible – as every fleet is different – and you wanted the ability to customize the outputs based on your needs. Experience the new 3rd Eye Eye-Site customizable platform that puts you in the driver's seat. This is all a part of ESG's Connected Collections™ vision – focused on helping fleet owners make better decisions faster.

Soft-Pak®

www.soft-pak.com

The Soft-Pak® suite of products is a complete operational software solution that delivers the power and flexibility to succeed in today's competitive waste hauling marketplace. Whether you are an industry-top 20, a municipal operation, or a mid-size hauler with a single facility, Soft-Pak can effectively manage your operations. With Soft-Pak, all customer service, billing, routing, and operational information is available for users in a controlled and easy to access system. Operating on your own server or on the cloud, you choose what is best for your operation.

Web-Pak®

The Web-Pak® web module allows haulers to extend account information and secure online payment directly from Soft-Pak and e-Pak™. Web-Pak can run locally on a web server, an iSeries, or on the Soft-Pak data center. By extending service information, delivery, and payment options directly to your consumer, you enable customers to easily request service changes, review current and historical account information, and allow for secure payments at their convenience.

Curotto-Can®

For nearly two decades, the Curotto-Can® has been innovating how residential trash and recyclables are collected across the country. Safety and productivity have been top priorities since the beginning. With the Curotto-Can automated garbage truck solution, drivers' eyes are constantly focused forward, and unlike a traditional automated side loader, never have to look in the mirror to operate the arm. With productivity increases of up to 30% over a standard ASL, no cart lost in the hopper, and no wasted time pulled over waiting on the hopper to clear, the Curotto-Can automated garbage truck is the most inexpensive way to collect residential trash without equal. Front-loaders have a track record of robust construction and proven reliability, durability, and uptime. Standardizing your fleet with the Curotto-Can system provides operational flexibility with fewer collection vehicle models to maintain. Instead of having a mixture of ASL's and commercial front loaders, this allows for one front loader platform to collect both commercial and residential. It can handle cleanups, bulk collection, commercial collection, single-stream routes, and green waste. Given the flexibility of the Curotto-Can, rear loaders and drop frame side loaders are deemed obsolete, saving fleet owners from maintaining costly spares. A huge benefit of the Curotto-Can is its ability to handle "take-all" routes. Unlike most automated side loaders, the Curotto-Can – and its low-lift loading height makes loading mattresses, couches, etc., as easy as a drop-frame side loader, but allows for much higher productivity – due to the speed of the Curotto-Can automated arm. And unlike any side loader, the driver's eyes are always focused in front of the vehicle, making it the safest refuse collection vehicle offered today.

Parts Central®

www.heil.com/parts-central

Parts Central® provides Genuine OEM Parts for ESG brands including; Heil®, Curotto-Can®, Bayne Thinline®, Marathon®, and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. This means Genuine OEM parts fit perfectly every time and are your best choice for performance and reliability. Parts Central offers upgrade kits and remanufactured parts for your equipment. Our Fen-X® Reman program is a like-new solution at a lower price where components are replaced or remanufactured to meet OEM specifications. An economical repair option for your older equipment or mixed fleet may be aftermarket parts of Parts Central.

Bayne Thinline

www.baynethinline.com

Bayne has been in business for over 40 years and is proud of our reputation as a leader in the solid waste industry. Specializing in the design, manufacturing, and assembly of hydraulic cart lifters in our state-of-the-art facility enables Bayne total control over providing you, the customer, with a quality, dependable product. Our mobile refuse applications feature the patented Thinline® rack-and-pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime. Our diverse line of cart lifters for mobile refuse trucks is second to none, and we have models that work with almost any application and budget.

Nextelligence® Training Platform

www.heil.com/nextelligence-training

		<p>We are excited to announce the launch of our Nextelligence® Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians.</p> <p>SERVICE SHACK When you need a little help regarding a common maintenance issue – Service Shack® is available – free of charge. Want to know how to set pressures on your DuraPack 5000? No problem! Have a question regarding calibrating your Command-SST arm? We've got you covered. With tons of different topics to choose from, this should be a bookmark you add and return to often, as the content is continually being updated.</p> <p>Note: All product brochures are available in the appendices.</p>	
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Refuse Collection Vehicles Automated Front Loaders Front End Loaders Automated Side Loaders Rear Loaders CNG Options Digital, Mobile Camera and Radar Systems 3rd Eye Digital 3rd Eye Mobile Camera Systems Integrated Radar System Truck Cameras Truck Camera Monitors Digital Video Recorders Vehicle Radar Systems Truck Camera Accessories Software Solutions for Waste Haulers Operations In-Cab Computing Routing Billing Services and Support Refuse Collection Vehicle Associated Equipment The Curotto Can Commercial Gripper Cart Tippers and Accessories Training and Technical Support OEM Parts and Related Products	*
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.	Heil does offer full turnkey solutions where applicable. Due to the unprecedented market conditions that have affected the global supply chain, availability of many chassis brands and models has been disrupted. While we do maintain chassis specifications for the most popular brands and models, at any given point and time, they may not be immediately available and require the chassis to be ordered. Similarly, in Canada this can be more difficult as well due to various regulations regarding emissions and chassis specification requirements. Furthermore, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.	
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.	Many of the Chassis OEMs have electric chassis options that are available to Sourcewell members. Heil has worked with each of them to develop an integration strategy for mounting the Heil RevAMP electric side loader. Through our partnerships with OEM dealers, we can assist any Sourcewell member with procuring an electric chassis option.	

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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Due to the cost associated with battery electric vehicles, these are ordered on a case-by-case basis, and we will assist the Sourcwell member in this process.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	Due to global supply chain issues, chassis availability in the market has been less than previous years. All makes and models are not necessarily in stock at any given moment and will potentially have to be ordered from the manufacturer.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	Many Heil products have options such as the Heil Autonomous Lift Option, as well as 3rd Eye and Bayne Thinline, all have products or options designed with operator and vehicle safety in mind.	*
26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Heil is fully prepared and capable of servicing ALL Sourcwell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico capable of providing complete Sales, Parts & Service. Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

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.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcwell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Table 5: Pricing and Delivery

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

Change Request Form.

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the 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.	Heil maintains individual MSRP Price guides or Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment by product in the appendix and parts pricing. We've also included Curotto Can MSRP pricing, 3rd Eye Digital, Parts and Installation list pricing as well as Soft Pak list pricing. Within the MSRP Price Guide or associated price lists, the Sourcewell member will find each product offered along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. Similarly, the Sourcewell member was requesting a quote for 3rd Eye or Soft Pak product or services, the Heil Dealer will provide an itemized list of products, services and or installation fees. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP or List price. Rental pricing is as stated and would include any discount from the rental company.
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.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP as well as any associated surcharges for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.
30	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.
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.	Heil does not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides, and we then review those items with the Heil Dealer to ensure they have provided a line-item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of an LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as an LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.
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.	Freight or shipping charges are not included in the pricing due to the variable rates associated with distance, location and method. Our Heil Dealer will provide a shipping quote for the equipment, parts or products and it will be a line item on the quote to the Sourcewell member.

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.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guides submitted for any of the products in this proposal. Freight and or delivery would be included from the Heil Dealer in the final pricing for every Sourcewell order. For a Heil unit, the Heil Dealer will make delivery to the Sourcewell member location unless other arrangements have been agreed upon between the Member and the Heil Dealer. For example, this might include training at the Heil Dealer location prior to the Member taking receipt of the unit.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii or Canada would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska, Hawaii, or Canada, all costs for shipping would be calculated by the Heil Dealer and quoted to the customer at time of order.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's network of well trained, entrepreneurial Dealers at locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Heil's payment terms are Net 30. Sourcewell members will be paying the Heil Dealer directly for any equipment, product or service.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
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.	One of the unique attributes of our proposal is the extensive Heil Dealer network that is available to serve the Sourcewell members anywhere throughout the US and Canada. Our dealers have various Customer Relationship Management software, as well as various quoting software. With the Sourcewell members having the advantage of working locally with their Heil Dealers, there are no standard transaction forms within the network. Similarly, the customized service agreements that are available to the Sourcewell members preclude having a standard form agreement.	*
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?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcewell members in keeping costs lower. However, some Heil Dealers may have payment systems in place where products such as 3rd Eye or Parts Central may be paid in this manner, but it will be on a dealer-by-dealer basis.	*

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.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.	*
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.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.	*
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.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.	*

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	Our company is very active in national and regional industry organizations and activities. Some of our executives are currently serving on the board for EREF (Environmental Research and Education Foundation) Brian Parker our Vice President of Engineering, David Young, Vice President of Aftermarket along with our President, Pat Carrol. We are also involved in the NWRA (National Waste and Recycling Association) where currently have team members Sam Podgorny, Savannah Chandler and Maggie Duckworth serving on the Women's Council for this organization and we have an executive, John Curotto, President of The Curotto Can Company who is a member of the NWRA Hall of Fame. We also have several of our team members, Brandon Volner, Vice President of Product Management, Sam Podgorny and Brad Gust who are part of FILA (Future Industry Leaders Alliance) and remain active there. At the dealer level, many of our Heil Dealer are active participants in their local SWANA (Solid Waste Association of North America) chapters.	*
44	What percentage of your sales are to the governmental sector in the past three years	25%	*
45	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.	*
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?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.	*
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?	Heil does not have a GSA contract	*

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York	Government	New York - NY	Refuse	> 400	> 30 million	*
City of San Antonio	Government	Texas - TX	Refuse	> 50	> 7 million	*
City of San Diego	Government	California - CA	Refuse	> 50	> 7 million	*
City of Dallas	Government	Texas - TX	Refuse	> 40	> 4 million	*
City of Fresno	Government	California - CA	Refuse	> 40	> 4 million	*

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 *	
City of Mount Holly	Shane Jones	980-522-0381	*
Town of Chapel Hill	Mark Agosto	919-969-5143	*
City of Suffolk	Jason LaLonde	757-514-4426	*
City of Hampton	William Heckstall	727-726-2909	
City of Chesapeake	John Eader	727-382-3380	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. Each Heil Dealer employs a sales team for the products included in this proposal. In addition, we have 8 Regional Managers employed by Heil that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.	*
51	Dealer network or other distribution methods.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. A complete Heil Dealer list located in Appendix	*
52	Service force.	Our Heil Dealer Network comprises over 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whether it's Heil, 3rd Eye, Parts Central or any of our brands, Heil provides an easy process for Sourcewell members to procure our products and services and the process is the same whether it is in the United States or Canada. Our Heil dealers provide a seasoned and trained salesforce able to assist any Sourcewell member as they determine the best product and application for their need. The Heil Dealer also has complete access to our Engineers and Product Management teams should any questions arise during the specification process. When the Sourcewell member is satisfied that the product will meet or exceed their expectations, the Heil Dealer will provide an itemized quote to the Sourcewell member so that a purchase order can be generated. After this, the Heil Dealer will take care of the remainder of the ordering process with Heil and will provide the customer with updates regarding delivery. There could be sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turnkey solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.	*
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.	Heil Environmental has dedicated Customer Care and Support for all products and services included in this proposal as well as through our extensive US dealer network. At Heil we pride ourselves on customer satisfaction and support while meeting or exceeding the customer expectations. Sourcewell members are only one phone call away from the most knowledgeable dealer network in the industry. Heil Dealers work directly with the Sourcewell member to keep their products and services running at peak efficiency. Dealers offer local, personalized service on all Heil units and other products. Parts Central® provides Genuine OEM Parts for ESG brands including Heil®, Curotto-Can®, Bayne Thinline® and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. In addition, Heil has an excellent staff of highly trained engineers at our factory that are available to assist with technical questions about any Heil product or service.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Heil is fully prepared and capable of servicing all Sourcewell Member segments.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Heil is fully prepared and capable of servicing all participating entities under this contract through our Heil Dealer network in Canada. Our pricing is in USD, but our Heil Dealers will be able to quote Canadian entities is CAD when desired. (Note: The Heil RevAMP is not available in Canada through Heil.)	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States or Canada with participating entities that we will not be serving through this proposed 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?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and capable of servicing all Sourcewell Member segments.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.	*

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.	Heil has been and continues to be aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks and work with them to provide training and guidance regarding how to best take advantage of our Sourcewell contract. We also encourage them to utilize Sourcewell marketing materials and displays for any local trade shows they attend. We regularly post on social media and utilize email blasts where we include Sourcewell. In addition, we have a stand-alone landing page on the Heil website dedicated to Sourcewell. Furthermore, we display our Sourcewell contract proudly on all our eBrochures.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.
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?	Sourcewell has been valuable partner in the implementation and success of this contract since the first award in 2012. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will continue to be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.
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.	No. Due to the many options that are offered on both body and chassis along with the integration that must occur between the two components, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what applications will best meet the Sourcewell member's need.

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.	Heil offers a wide array of custom training through our Nextelligence Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line that keeps our sales management and Dealer sales force up to speed on our products. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. In-person training sessions. Nextelligence Training is generally conducted at the Heil Training Center in Ft. Payne Alabama. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. Training is optional but can be included during the quoting process and the Heil Dealer may provide training support through their dealership as well. Training costs are determined by class and training level. Nextelligence Bronze training is completely free of charge with absolutely no obligation. Also, Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian.

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products. 3rd Eye onboard garbage truck camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. One of the largest causes of truck accidents is the failure to see danger in the driver's blind areas. With our integrated IRIS Radar technology, you will benefit from the advantage of object detection/collision warning even under the most extreme applications. The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering – and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones – which means far better detection of obstructions that are there – allowing the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. Also, The Curotto-Can is the only automated system that provides an “Eyes-Forward” working environment and results in improved operator and public safety.</p>
66	Describe how the equipment you propose simplifies the operation for end-users.	<p>Automated Frontloaders Heil front load garbage trucks are available in ultra-efficient automated front-load models. Equipped with The Curotto-Can automated carry can, automated front loaders allow for the collection of both commercial and residential waste with a single garbage truck. The simple addition of a Curotto-Can® automated carry can for front loaders turns a Heil Half/Pack® Standard, Sierra, or LowRider from a commercial front load titan into a super-efficient, neighborhood-friendly waste collection machine. The Curotto-Can allows operators to keep their eyes forward, where they need to be, for safer, faster residential refuse collection. The patented Odyssey Controls technology incorporates load-sense piston pumps, in-cylinder position sensors, and the mobile controller, providing a highly efficient automated frontloader that's high tech, high productivity, and low maintenance.</p> <p>Commercial Frontloaders with H.A.L.O The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. Finding, hiring and training new drivers is expensive. Operator turnover means that fleet owners incur lower productivity from new drivers as well as higher maintenance costs from operators not familiar with dumping commercial containers. The Heil Half/Pack front loaders equipped with H.A.L.O. controls safely dump ANSI standard containers with the press of one button, allowing the operator to focus on safety operating the front loader. Fleet owners now have operators that are safer and more productive on day one. The H.A.L.O. Semi-Autonomous Controls are a ground-breaking innovation that helps to solve these issues and more. You can save up to \$5,800 per truck / year in overall cost, including accelerated training, increased safety, reduced maintenance, and increased productivity.</p> <p>Connected Collections 3rd Eye Digital allows fleet owners to see both what the driver see and doesn't see in real time. This information allows fleet owners to assess route conditions, customer service events, and driver behavior. All of this is passively uploaded to the cloud where the information is ported to Soft-Pak for customer billing. Driver behavioral events are ported to the 3rd Eye review team to alert fleet owners of possible coaching events as well as post-event fault analysis. Engine data is run through analytics for predictive maintenance where open work orders can be automatically sent to a fleet's maintenance system based on vehicle fault codes via the 3rd Eye Optim-Eyes® module.</p>

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<p>The Curotto-Can® Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications. Another benefit of this product is the eyes-forward operation enhances operator and public safety as well as reduces the risk of repetitive stress injuries. Along with this, the low 108" cart dump height allows for safer operation because it is well below typical wires, trees, and other overhead obstructions. Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. From a digital perspective, with Connected Collections modules engaged, fleet owners have the full power of enhanced vehicle telematics at their disposal to assess any number of critical data feeds to monitor the driver's environment. They can mitigate accident liability through real-time video event recording, identify risky behaviors, vehicle & routes, events can be used for training purposes, and they can exonerate drivers when not at fault. The 3rd Eye Digital system allows users to see triggered events based on driver behavior as well as the opportunity to purchase live streaming for real-time viewing of their drivers. The 3rd Eye Digital System has built-in accelerometers that will trigger events back to your custom 3rd Eye Web Portal. These events are reviewed by a dedicated review team and scored with any infractions associated. Once reviewed, users will be notified of these infractions and given the opportunity to coach the driver. From an operational standpoint, 3rd Eye Digital can trigger specific events based on body behavior in your specific industry. As an example, a JPEG image or Video can be triggered every time a garbage truck extends the arm of the vehicle to pick up a customer's can. The following list contains examples of a triggered event that is sent to our review team for further review: Hard Brake, Hard Turn, Hard Acceleration, High speed (can be customized), Speeding, Following too Closely (using video analytics) Stop Sign Detection (vehicle runs/rolls stop sign), rollover, live tampering (unit becomes disconnected), Low accelerometer (pothole, curb jump, etc.), high accelerometer (hard hit usually from collisions, a major bump in the road, speed bump at high speeds, etc.) The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones which means far better detection of obstructions that are there and allows the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. The new IRIS Radar can also be programmed for forward and side exclusion zones to help eliminate false alerts— so body side ladders, chains, or hooks don't set off the alarm – but obstructions three feet away do! The 3rd Eye family of Integrated Avoidance Warning Radar Systems offers cutting-edge solutions to protect both the public and your drivers. This system will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.</p>
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68	Describe any technological advances that your proposed products or services offer.	<p>One area where we have made significant advances technologically is around digital fleet management solutions. With the Eye-Site™ User Interface, 3rd Eye customers will have access to the most comprehensive interface out there designed to allow easy access to millions of data points driven by Eye-Site Business Intelligence, the engine that fuels Connected Collections. With Eye-Site, users can easily manipulate fleet information, Optim-Eyes® data feeds, Safety Intelligence information or a host of other customizable reports that help fleet owners make better decisions faster. With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, or the can or container has been dumped or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled, and “downed” trucks are minimized. Another product that represents our advancements in technology is the RevAmp. The Heil RevAMP automated side loader was developed with a mission of revolutionizing refuse collection. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas (“GHG”) emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle (“RCV”), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. The all-electric body features an arm with no kick-out, that provides a shake-free and smooth operation. The arm itself is much quieter and does not have any hydraulics to power it. The auger compactor allows for compaction through the front wall of the body and unloading with a pack-through eject panel to discharge the waste. This design provides a self-cleaning hopper and does not require tilting of the body to unload it. With all body and arm functions being battery powered, no energy is drawn from the engine to power the body and the arm. Another revolutionary advancement is the Heil Odyssey Controls. These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions. The products also have as standard, our Streetwise Hydraulics. This is our exclusive “clean front head” which relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. In regard to our CNrG compressed natural gas system, all Heil DuraPack style bodies are available in up to 90 DGE configurations without frame-mounted tanks. Heil Half/Pack Front Loader and Automated Front Loader bodies are available in up to 105 DGE in a seven-tank configuration. The tailgate design also allows the use of commercial fast fill fueling stations. When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s). The Heil Lowrider hits the streets 12” lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack. Fleet owners can service more customers and pack up to two tons more payload. A customer can also add Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. Another example is the newly integrated Heil Half/Pack body with Freightliner EconicSD chassis is now available in a commercial front load package. This exclusive offering provides the proven Half/Pack with Odyssey® Controls as a standard feature and delivers a level of performance and smooth operation that no one can duplicate. The new articulating arm design maintains the industry standard 13’ 6” maximum stowed arm height and can operate automatically so the driver can simply carry on as usual without having to learn a new method of dumping.</p>
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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.	<p>As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate green practices into our company processes as well as into our products. We have a CNG fueling station at our facility in Ft. Payne as well as a battery charging station for battery electric vehicles at our plant. As part of our manufacturing process, we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. We recycle 100% of the scrap steel used to make our products and actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets. As a Dover company, Heil supports Dover Corporation's Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. Throughout Dover's history, their commitment to corporate responsibility and sustainability has created significant value for Dover. In 2020, Dover began implementing a three-year plan to expand our Environmental, Social, and Governance ("ESG") disclosures, metrics, goals, and oversight. This journey commenced after extensive dialogue with our stakeholders and with the strong support of and collaboration with our Board of Directors. As part of their three-year plan, they launched a sustainability website to disclose key sustainability performance indicators, established a Sustainability Steering Committee to drive the integration of sustainability into business matters, and conducted a materiality analysis and ESG goal setting exercise which helped them identify and set goals on five strategic topics: Energy and Emissions, Innovation for Sustainable Products, Employee Health and Safety, Diversity and Inclusion, and Talent Attraction and Development. We are proud to report that our 2030 climate action goals are approved by the Science Based Targets initiative (SBTi). We developed the emission goals and our other goals after rigorous discussion with key stakeholders and evaluation of technology-specific measures and have developed a roadmap with priority actions for each scope to achieve our goals. We are committed to tracking our progress, renewing these and other sustainability goals as appropriate, and continually improving our performance in other ESG priority areas. Much more information, as well as the goals and metrics can be found at: www.dovercorporation.com/sustainability</p> <p>Our team at Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO₂e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO₂e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved. Furthermore, in April 2022, Heil announced the acquisition of certain intellectual property from Boivin Evolution Inc. ("BEV") related to electrically powered refuse collection vehicle ("RCV") bodies. Concurrently with the acquisition, BEV and Heil have entered into a commercial partnership under which BEV will manufacture RCV bodies for markets in Canada and France under the BEV brand, while RCV bodies for markets throughout the rest of the world will be manufactured and supported by Heil. Heil and BEV will also jointly collaborate in the development of future electric-powered refuse collection technologies.</p>
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Being an operating company within the Dover corporate structure, Dover engages with internal and external stakeholders to inform its approach to sustainability matters. Dover has implemented rigorous processes to collect and aggregate global energy consumption and GHG emissions data. Part of that vision driving down our operational greenhouse gas footprint and developing products and services that help customers meet their sustainability goals. One goal is to reduce absolute scope 1 and 2 market-based GHG emissions 30% by 2030 from a 2019 base year. Another goal is to reduce absolute scope 3 GHG emission 15% by 2030 from a 2019 base year by innovating lower emission products. These goals were launched in early 2021 and were approved by the Science-Based Targets initiatives (SBTi). One highlight in the innovation of sustainable products has been through assisting in the transition to clean technology by enabling electrification of trash and recycling trucks. Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO₂e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO₂e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. We recently introduced the Heil RevAMP, the first 100% electric on-route refuse body with its own independent battery. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved.</p>

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, EJ Equipment and Fer-Marc Equipment.	*
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?	One of the main unique attributes that Heil offers is the ability to be a single source provider for equipment, parts and service for all the various products included in this proposal. Heil can offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader including a wide range of accessories. With our extensive Heil Dealer network, we can offer Sourcewell members localized parts inventories at their Dealer Locations for all models. Along with this, all RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements. With more than 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service, we are very capable to support Sourcewell members after the sale. Furthermore, all Dealers are routinely evaluated to ensure they are providing superior quality and service. Heil also directly employs technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel. Heil owns well over 200 patents which demonstrates our longevity and commitment to innovation in the refuse industry. Our Heil Dealers handle all the warranty direct without pass through to an outside supplier or manufacturer. Our dealers can offer customized preventative maintenance programs that meet the needs of the individual Sourcewell member. Heil can offer complete service, operator, factory and field training for authorized Dealers and Sourcewell members across all product lines. Our manufacturing plant offers on-site alternative fuel system installation, filling and charging stations. In addition to these, Heil offers Sourcewell members completed and ready to go factory RCV inventory with equipment available for immediate delivery. We are also able to offer access to the Heil products through rental programs to fulfill equipment needs of Sourcewell members. Our Heil Dealers also have access to demonstration units if the member would prefer to see a unit prior to making a purchase. All these combined make Heil unique in the marketplace with multiple solutions to serve Sourcewell members throughout the US and Canada.	*

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?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.	*
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?	Heil is fully prepared and capable of servicing all Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.	*
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?	Yes. Heil pays warrantable claims for items and parts that are included in this proposal and then we work internally with our suppliers toward recovery where applicable. Some parts, such as some cylinders, may come with a manufacturer's warranty that is separate from the Heil warranty and those may require involvement with the OEM that manufactured the part. These are generally handled through the Heil Dealer as well.	*
78	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case-by-case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.	*
79	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.	*

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](#) - Pricing Appendices.zip - Tuesday October 17, 2023 10:12:17
- [Financial Strength and Stability](#) - Appendix A - 2022 Dover Annual Report final.pdf - Tuesday October 17, 2023 10:12:30
- [Marketing Plan/Samples](#) - Product Appendices.zip - Tuesday October 17, 2023 10:12:48
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- [Requested Exceptions](#) - RFP_110223_Refuse_Vehicles_Contract_Heil - 2023-10-13.docx - Tuesday October 17, 2023 10:13:38
- [Upload Additional Document](#) - Additional Documents.zip - Tuesday October 17, 2023 10:14:00

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. - Burgess Lane, Director, Ready Truck, The Heil Co.

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.		

EXHIBIT C

City's Insurance and Indemnity

Exhibit C

Insurance and Indemnity

INDEMNIFICATION

To the furthest extent allowed by law, VENDOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, VENDOR or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Contract. VENDOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

If VENDOR should subcontract all or any portion of the work to be performed under this Contract, VENDOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, VENDOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, VENDOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to VENDOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve VENDOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an

insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by VENDOR shall not be deemed to release or diminish the liability of VENDOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by VENDOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of VENDOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. PRODUCTS LIABILITY INSURANCE: VENDOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non-contributory coverage in favor of the City on this General Liability Policy.

If the scope of work includes delivery and/or installation, the requirements below apply in addition to the above requirements.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

VENDOR shall procure and maintain for the duration of the contract, and for 5 years thereafter, insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and

volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

UMBRELLA OR EXCESS INSURANCE

In the event VENDOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

VENDOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and VENDOR shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

- (i) All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. VENDOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, VENDOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, VENDOR shall provide a new certificate, and applicable

endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured all ongoing and completed operations. Additional Insured endorsements under the General Liability policy must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that VENDOR'S insurance shall be primary to and require no contribution from the City. Primary and Non Contributory language under the General Liability policy must be as broad as that contained in ISO Form CG 20 01 04 13. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

(vi) All insurance policies required herein shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS

VENDOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, VENDOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of VENDOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS

If VENDOR subcontracts any or all of the services to be performed under this Agreement, VENDOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, VENDOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.