



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

### **CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **The Heil Co.**, 2030 Hamilton Place Blvd. #200, Chattanooga, TN 37421 (Vendor).

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

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

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

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

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

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

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

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

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

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

Notwithstanding the above, warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for third-party manufacturers such as the chassis chassis options or subsequently installed components shall be administered and addressed by the respective product manufacturer.

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

### **3. PRICING**

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

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be

returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

B. Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition. Product returns shall only be available in the event Vendor is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.

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

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

D. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to 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 Members.

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

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

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will be become an amendment to this Contract and be incorporated by reference.

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

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

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

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

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

## **6. MEMBER ORDERING AND PURCHASE ORDERS**

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

B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific

requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order. The cost of the bond premium shall be added to the cost of the Product.

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

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

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

The Report must contain the following fields:

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

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

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

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

**9.****AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

**11. LIABILITY**

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

**12. AUDITS**

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

### **13. GOVERNMENT DATA PRACTICES**

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

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

### **14. INTELLECTUAL PROPERTY**

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

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

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

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

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

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

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

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

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

## **21. COMPLIANCE**

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

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

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

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

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

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

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**24. CANCELLATION**

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

Sourcewell  
DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations &  
Procurement/CPO  
Date: 11/11/2019 | 4:17 PM CST

The Heil Co.  
DocuSigned by:  
By: George Paturalski  
49D840C627CF45F...  
George Paturalski  
Title: Assistant Secretary  
Date: 12/6/2019 | 1:45 PM PST

Approved:  
DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 11/11/2019 | 6:44 PM CST

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

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## 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: Thursday July 11, 2019 09:28:35  
Submitted On: Wednesday September 11, 2019 09:59:56  
Submitted By: Burgess Lane  
Email: blane@doveresg.com  
Transaction #: 86955ac5-f190-4f28-b35f-31bdbabd60c1  
Submitter's IP Address: 74.127.76.220

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## Specifications

### Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Heil Co. ("Heil")
2	Proposer Address:	2030 Hamilton Place Blvd, #200 Chattanooga, TN 37421
3	Proposer website address:	www.heil.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Dave Young Vice President - Sales dyoung@doveresg.com 423-855-6353
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Burgess Lane Ready Truck Manager blane@heil.com 256-304-2218
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Larry Angel General Manager Ready Trucks langel@heil.com 423-242-2967  Jim Whitlow Ready Truck Business Analyst jwhitlow@heil.com 256-845-8355

### Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Formed in 1901 by Julius P. Heil, Heil is the world's premier manufacturer of ultra-durable, highly productive mobile refuse collection vehicles. Our product offering encompasses front loaders, rear loaders, side loaders, and multi-compartment vehicles, alternative fuels as well as special packages for organics. As the industry's leading provider of mobile collection solutions, we operate with a clearly defined mission, vision, set of core values, and set of strategic priorities:</p> <p>Mission: Process, transport, and transform the solid waste stream into sustainable resources that benefit our customers and communities.</p> <p>Vision: Be the undisputed global leader in people, performance, and customer value in the solid waste and recycling industry.</p> <p>Core Values:</p> <ul style="list-style-type: none"> <li>• Collaborative Entrepreneurial Spirit</li> <li>• Winning Through Customers</li> <li>• High Ethical Standards, Openness, and Trust</li> <li>• Expectations for Results</li> <li>• Respects and Values People</li> </ul> <p>Strategic Priorities:</p> <ul style="list-style-type: none"> <li>• Safety</li> <li>• Quality</li> <li>• On-Time Delivery</li> <li>• Productivity Improvement</li> </ul> <p>In addition to the wide array of custom-configured refuse bodies, HEIL offers two innovative programs to assist customers with updating or enhancing their refuse collection fleets quickly.</p> <p>Ready Trucks Program</p> <p>For customers who need to grow their fleet quickly or replace tired trucks and would like to purchase a new Heil refuse collection vehicle, we offer our Ready Trucks Program. This Program enables customers to choose a heavy-duty unit from stock, equipped with our most requested options, and receive same-day shipping. For those customers who would like to make slight modifications to a stock unit, we offer the ability to customize a unit in inventory and have it ship within 60 calendar days as part of our 60-day Shipping Guarantee.</p>

We offer a large variety of chassis inventory for mounting Heil refuse collection bodies. At any given time, we either stock or have immediate access to 500 to 700 chassis, both conventional and cab-over engine models. With chassis production lead times currently as long as four (4) months and often as long as twelve (12) months in recent years, having chassis on hand will enable Heil to offer Sourcewell Members immediate access to the majority of our refuse collection vehicles. Having such a large product offering requires a substantial number of different chassis models. The table below demonstrates our extensive offering of both diesel and compressed natural gas (CNG) models:

Chassis Manufacturer	Cab-Over	Conventional	Autocar
X	X		
Crane Carrier	X	Freightliner	
X International		X Hino	X
X Kenworth	X Mack	X	X
Peterbilt	X	X	

(Cab-over models are primarily used for Heil front loaders, automated side loaders and, to a les Appendix A. You will note that we are offering in excess of 200 different chassis specifications

Heil Rental Programs Heil has relationships with Big Truck Rental, Rush Rentals and Premier Tr purchasing vehicles for a fleet. By renting, municipal customers can:

- Start a new pickup or collection route due to annexation without the typical upfront investment.
- Kick off a new route or relationship without the possible strain on cash flow.
- Replace a unit that goes down unexpectedly or is in for service, in most cases within 24 hours.
- Manage an emergency storm cleanup or another sudden situation where time is of the essence and expansion of service may need to be temporary, such as seasonal leaf and brush collection.
- Determine which front, side or rear loader is the right solution for an application by testing a rental unit before buying.
- Please see Appendix – BTR for Big Truck Rental pricing
- Please see Appendix – Rush for Rush Rental pricing
- Please see Appendix – Premier 1 and Premier 2 for Premier Truck Rental pricing

Parts Central Parts Central offers Heil Certified OEM parts and a variety of aftermarket parts manufactured by Heil.

Heil Certified OEM Parts are the most reliable replacement parts for Heil refuse collection vehicles. They're made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means that they fit perfectly every time. Heil uses only the highest-quality materials for parts that last, minimizing costly downtime. Parts Central also offers the most requested aftermarket parts for Heil and other makes of refuse collection vehicles. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 118 years of industry experience and quality good enough to carry the Heil name.

Most commonly requested parts are available for immediate, same-day delivery through a local authorized Heil Dealer. If customers require a part that's not on the shelf locally, the dealer can expedite delivery from our main Parts Central warehouse in Fort Payne, Alabama. Orders for in-stock parts placed with the warehouse prior to 5:00 p.m. Eastern Standard Time will be shipped overnight. Even those hard-to-find parts for older refuse collection vehicles are often available through local Dealers for next-day delivery.

8 Provide a detailed description of the products and services that you are offering in your proposal.

Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories:

a) Front Loaders

Half/Pack® Frontload Garbage Trucks. Heil's Half/Pack has consistently delivered proven performance and continues to set the standard for front loaders. The Half/Pack is built for a long, reliable lifespan. Please see Appendix - Half Pack for more information regarding this product. Also, you may click the link below to view examples of this offering:  
<https://www.heil.com/products/front-end-loaders/half-pack> HALF/PACK® FREEDOM™ FRONT LOAD GARBAGE TRUCKS. Heil's Half/Pack® Freedom front load garbage truck is the lightweight solution for commercial and residential refuse hauling routes, able to carry up to 11 tons of legal payload in its 28 yd. body. Please see

Appendix – Half Pack Freedom for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-freedom>

HALF/PACK® COMMERCIAL FRONT LOAD GARBAGE TRUCK WITH ODYSSEY™ HYDRAULIC CONTROLS. This front loader features a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. The Heil® Commercial Half/Pack® garbage truck with Odyssey™ Hydraulic Controls also has a single, easy-to-use joystick that requires minimal effort to operate, which saves time and increases productivity. Please see Appendix – Half Pack Commercial with Odyssey Controls for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-commercial-odyssey>

HALF/PACK® SIERRA™ FRONT LOAD GARBAGE TRUCKS. At 17,050 lbs (16% lighter than our standard Half/Pack® Front Loader), the Heil® Sierra™ front load garbage truck is a mid-weight solution for commercial and residential refuse routes that can carry more than 10 tons of legal payload in its 28 yd frontload hopper. Whether you haul commercial or residential refuse, the Half/Pack® Sierra™ is simply the best light-weight front loader, hands down. Please see Appendix – Half Pack Sierra for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/front-end-loaders/half-pack-sierra>

HALF/PACK® AUTOMATED RESIDENTIAL FRONT LOAD GARBAGE TRUCKS. With major

productivity enhancements, this game-changing automated front load garbage truck provides savings on residential refuse routes by eliminating high-maintenance items. For the most dependable Residential Front Loader in the business, you can count on the Heil® Half/Pack®. Please see Appendix – Half Pack Automated Residential for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/automated-front-loaders>

b) Rear Loaders POWERTRAK® COMMERCIAL PLUS HIGH CAPACITY REAR LOAD GARBAGE TRUCKS. The

Heil® PowerTrak® PLUS High Capacity Rear Load Garbage Truck's patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than models with the tag axle integrated into the tailgate, and an optional pusher axle can be added to carry an even greater legal payload. Please see Appendix – PTC Plus for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial-plus>

PT 1000™ SINGLE AXLE REAR LOAD GARBAGE TRUCKS. With its 15-second cycle time, reload time of less than 6 seconds and its and large, 3 yd<sup>3</sup> capacity hopper, this robust rear load garbage truck is the key to optimizing productivity on residential and commercial routes. Please see Appendix – PT1000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/pt-1000>

DURAPACK® 5000 REAR LOAD GARBAGE TRUCKS. This tough and reliable high-compaction rear load garbage truck has a unique swing link design, along with the waste industry's largest capacity hopper. A large 3.94 yards – and compaction up to 1,000 lbs per yd<sup>3</sup> for increased productivity on your commercial and residential trash routes. Please see Appendix – DP5000 for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/durapack-5000>

POWERTRAK® COMMERCIAL REAR LOAD GARBAGE TRUCKS. This powerful rear load garbage truck body has high-pressure hydraulics and dual-track design to provide an awesome compaction of up to 1,200 lbs per yard. The PowerTrak® 3.64 yd hopper handles construction, demolition, and bulk waste better than any commercial rear loader in its class. Please see Appendix – PTC for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/powertrak-commercial>

NON-CDL MINI REAR LOAD GARBAGE TRUCKS. Don't let the size fool you. 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. Operators don't need a commercial driver's license (CDL) and the vehicle is exempt from Federal Excise Tax (FET). And the simple but effective swing link design means no slides, tracks or rollers, just compaction. Looking for the best Non-CDL Rear Load Garbage Truck Body on the market? Check out the Heil® Mini Rear Loader. Please see Appendix – Mini REL for more information regarding this product. Also, please click this link below to view examples of this offering:

<https://www.heil.com/products/rear-loaders/mini-rear-loader> c)

Side Loaders

LIBERTY™ AUTOMATED SIDELOAD GARBAGE TRUCKS. The patented Python™ automated sideload garbage truck arm has a muscular, 9-foot reach, an 8-second cycle time and can lift up to 800 lbs. The incredibly lightweight Liberty™ automated side loader is perfect for residential collections. And the constant pack body – which is the lightest in the industry, has a patented paddle packer that continuously sweeps the hopper, eliminating the need to stop

and pack the load. Please see Appendix – Liberty for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/liberty>

DURAPACK® PYTHON® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The patented Heil® Python® Side Load Automated Arm has a 9-foot reach, an 8-second cycle time and can lift up to 800 lbs, making it a strong and fast performer on any residential refuse route. And the DuraPack® Sideload body is the industry standard when it comes to dependability and toughness. Please see Appendix – Python for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/durapack-python>

RAPID RAIL® AUTOMATED SIDE LOAD GARBAGE TRUCKS. The Rapid Rail® Automated Side Loader garbage truck body has a 1,600 pound lift capacity, and allows for residential, commercial and multi-family refuse collection. It can handle 30-400 gallon refuse containers all day long with ease. The powerful arm has virtually zero kick out allowing operation in the tightest of alleys, and an 8-second cycle time means industry-leading productivity, all in combination with the lightest weight side loader in the industry. Please see Appendix – Rapid Rail for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/rapid-rail>

DURAPACK® RAPID RAIL® SIDELOAD GARBAGE TRUCKS. The DuraPack® Rapid Rail® Autom DuraPack® high- compaction sideload body makes for a reliable, tough RCV. Please see Appen  
<https://www.heil.com/products/automated-side-loaders/durapack-rapid-rail>

MULTIPACK® AUTOMATED SIDE LOAD GARBAGE TRUCKS. Heil® MultiPack® Sideload Garbage Truck Bodies combine the durable Heil® DuraPack®, the superior Python® automated arm and the proven DuraPack® 5000 refuse tailgate. It's the only trash truck in the industry that can handle rear loader, side loader, and even commercial waste routes single-handedly. Please see Appendix – Multipack for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/automated-side-loaders/multipack>

d) Multi-Compartment Vehicles

DURAPACK® 4060 SPLIT BODY REAR LOAD GARBAGE TRUCKS. The 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. Please see Appendix – 4060 for more information regarding this product. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/rear-loaders/durapack-4060>

e) CNG Capabilities

CNRG™ TAILGATE. The Heil® innovative, fully integrated CNRG™ tailgate fuel delivery system will revolutionize the way you use CNG garbage trucks. Please see Appendix – CNRG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cnrg-tailgate> CNG OPTIONS FOR GARBAGE TRUCKS. Heil® makes it easier than ever to realize the savings from CNG garbage trucks with our factory-direct CNG program. Please see Appendix – Heil CNG for more information. Also, please click the link below to view examples of this offering:  
<https://www.heil.com/products/cng-capabilities/cng-options> f)

Organics

ORGANIC WASTE COLLECTION TRUCKS AND EQUIPMENT. When it comes to waste stream diversion, one of the first targets is removing organic waste from the landfill. That's where Heil comes in, with our Organics Waste Collection trucks and equipment. Whether your route is equipped with the PT-1000 or the iconic Heil® Rapid Rail®, we have organics processing options that allow you to meet your organics diversion targets. Please click the link below to view examples of this offering:  
<https://www.heil.com/organics>

g) Parts Central

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.

Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience.

High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight. Please click below to view examples of this offering:

<https://www.heil.com/products/parts-central> h) Bayne

Thinline Premium Lift Systems

Mobile Refuse Products. Bayne's diverse line lifters for mobile refuse truck lifters is second to none. Our lifters are the most reliable solution to your waste handling needs, and we offer complete solutions for almost any application or budget. Please see Appendix – Bayne for more information regarding this product. Also, please click below to view examples of this offering:

[https://www.baynethinline.com/products/mobile\\_refuse\\_products](https://www.baynethinline.com/products/mobile_refuse_products)

i) Third Eye

Refuse Fleet Solutions. Refuse collection can be tricky business. Knowing that you've serviced a home or business is important. So is doing it productively and safely every time. 3rd Eye on-board camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. It also allows fleet owners immediate verification of service and video validation of overfilled containers – which can lead to more revenue / increased service frequency. 3rd Eye is the most technologically advanced refuse fleet management solution for the waste industry, trusted by companies all over the United States, just like yours. From Enhance Vehicle Behavioral Analytics™, 3rd Eye Digital, 3rd Eye Mobile, Collision Avoidance Radar and more, 3rd Eye has the most comprehensive refuse fleet management solutions on the market. Please see Appendix – 3rd Eye for more information regarding this product. Also, please click the link below to view examples of this offering:

<https://www.3rdeyecam.com/refuse-fleet-management-systems/>

The attached Proposal is tendered in compliance with and conforms to the bid specification requirements of Sourcewell as set forth in solicitation #091219 identified with an initial submittal date of September 11, 2019. However, for complete clarity and transparency, the pricing and performance commitments contained herein are tendered to Sourcewell predicated on a mutual understanding and agreement on the following points of clarification:

1. Warranty issues related to the body and Heil factory-installed components shall be administered and resolved by The Heil Co. Warranty for 3rd party manufacturers such as the chassis, chassis options, or subsequently installed components shall be administered and addressed by the respective product manufacturer.
2. Product returns shall only be available in the event Heil is notified of a body problem in writing and has not resolved the issue within thirty (30) days after receipt of said Notice.
3. Consistent with section 10B of this Agreement, any supplemental terms or conditions on Member-supplied transactional paperwork (such as a Purchase Order) shall be null and void unless an Amendment to this Agreement is executed between Supplier and Member.
4. In the event a Member requires a Performance Bond from Supplier, the cost of the bond premium shall be added to the cost of the Product.
5. In relation to section 12. Audits, audits are restricted to pricing and invoicing to verify our compliance with the contract.
6. In order to avoid any confusion concerning the point that the Agreement governs the sale in section 6F, and any Purchase Order terms do not apply per section 10B, we would like to clarify that all actions at law would take place in Todd County or Fergus Falls, MN.
7. Regarding section 20 A.5, our products and services do not fall within this category.
8. Regarding section 20 B, we do not provide copies of our insurance policies, but do provide the required Certificate of Insurance to demonstrate our proof of insurance.

9	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 th our product offerings and processes to provide the most extensive and complete portfolio of fir	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix B of this Proposal for a complete 2018 Dover Annual Report. Heil is an operating company within the Dover Company structure. <a href="https://investors.dovercorporation.com/annual-reports">https://investors.dovercorporation.com/annual-reports</a>	*
11	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.	*
12	What is your Canadian market share, if any?	Heil does not publish market shares.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.	*
14	How is your organization best described: is it a manufacturer or distributor/dealer? Provide your written authorization to act as a distributor/dealer with your sales and service force and with your dealer network.	a. Heil is a manufacturer and our dealer network is independently owned. 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: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcwell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<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>	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	None	*

17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Our product line consists of a series of commercial and residential equipment. They are divided into 9 sub categories: Front Loaders  Rear Loaders  Side Loaders  Multi-Compartment Vehicles  CNG Capabilities  Organics  Parts Central  Bayne Thinline Premium Lift Systems  Third Eye
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**Industry Recognition & Marketplace Success**

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Heil holds more than 200 industry patents for solid waste and recycling innovations. We are al organizations: of Scrap Recycling Industries (ISRI) c. National Association for Information Destruction (NAID (WASTEC) a.  In addition to these industry awards, we have the following recognitions: NWRA – 2014 Hall of fame induction – John Curotto, President, Curotto-Can, (subsidiary) NWRA – 2014 Hall of Fame induction – Bill Wilkerson, VP Sales and Marketing, Marathon (sister company) NJPA Pioneer Award - 2017 – Larry Angel – General Manager Ready Trucks  Pat Carroll, Heil President, is a member of the: a. Board of Governors of WASTEC b. Board of Directors of Environmental Research and Educational Foundation (EREF)
19	What percentage of your sales are to the governmental sector in the past three years	22%
20	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.
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	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.
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We do not have a GSA contract

**References/Testimonials**

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
City of Portsmouth	Kenny Strickland stricklandk@portsmouthva.gov	757-393-8629
City of Franklin VA	Russell Pace rpace@franklinva.com	757-562-8562
Dare County	Shanna Fullmer shanna@darenc.com	252-423-0136
City of Norfolk	Rob Arnold robert.arnold@norfolk.gov	757-441-5813
University of Maryland	Bill Guididas wguidida@umd.edu	301-405-3293

**Top Five Government or Education Customers**

**Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York City	Government	New York - NY	724 Refuse Trucks	724	\$68 million	*
City of El Paso, TX	Government	Texas - TX	50 Refuse Trucks	50	\$5 million	*
City of Austin, TX	Government	Texas - TX	49 Refuse Trucks	49	\$5.7 million	*
City of Columbus, GA	Government	Georgia - GA	40 Refuse Trucks	40	\$2.7 million	*
Metro Nashville, TN	Government	Tennessee - TN	38 Refuse Trucks	38	\$2.5 million	*

**Ability to Sell and Deliver Service Nationwide**

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

Line Item	Question	Response *																															
25	Sales force.	<p>Heil's dealer network consists of 34 dealers located within North America. All dealer locations that support the Heil brand can provide customers with road service, if needed, and all dealers offer onsite service at customer locations.</p> <p>In addition, we have 8 Regional Managers that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.</p> <p>Please see Appendix C for a map of our dealer locations and service locations. Heil Region</p> <table border="0"> <tr> <td>Name</td> <td>Regional Manager</td> <td>Name</td> <td>Location</td> <td>% Focus on Heil Sales &amp; Services</td> </tr> <tr> <td>Jim Blanchard</td> <td>Boston, MA</td> <td>100% North Atlantic</td> <td>Dennis Fallon</td> <td>Pittsburg, PA</td> </tr> <tr> <td>100% Southeast</td> <td>Randy Wells</td> <td>Fort Payne, AL</td> <td>100% Central</td> <td>Joe Howard Houston, TX</td> </tr> <tr> <td>100% Midwest</td> <td>Bob McHugh</td> <td>Chattanooga, TN</td> <td>100% West</td> <td>Bill Engstrom Hurricane, UT</td> </tr> <tr> <td>100% Northwest</td> <td>Mike Tucker</td> <td>Denver, CO</td> <td>100% Canada</td> <td>Craig Thomas St. Louis, MO</td> </tr> <tr> <td></td> <td></td> <td>100%</td> <td></td> <td></td> </tr> </table>	Name	Regional Manager	Name	Location	% Focus on Heil Sales & Services	Jim Blanchard	Boston, MA	100% North Atlantic	Dennis Fallon	Pittsburg, PA	100% Southeast	Randy Wells	Fort Payne, AL	100% Central	Joe Howard Houston, TX	100% Midwest	Bob McHugh	Chattanooga, TN	100% West	Bill Engstrom Hurricane, UT	100% Northwest	Mike Tucker	Denver, CO	100% Canada	Craig Thomas St. Louis, MO			100%			*
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<p>26</p>	<p>Dealer network or other distribution methods.</p>	<p>Heil Dealer List: Heil Dealer Name City State Heil                  Region Heil of Texas - Irving, TX Irving TX Central                  Heil of Texas - San Antonio, TX San Antonio TX Central Ingram Equipment                  Company, LLC - Pelham, AL Pelham AL Southeast Ingram Equipment Company,                  LLC - Theodore, AL Theodore AL Southeast International Trucks of Hawaii -                  Kapolei, O'ahu, HI Kapolei, O'ahu HI West Kois Brothers Equipment Company,                  Inc. - Commerce City, CO Commerce City CO Northwest                  Kois Brothers Equipment Company, Inc. - Billings, MT Billings MT Northwest Kois                  Brothers Equipment Company, Inc. - Great Falls, MT Great Falls MT Northwest                  Armor Equipment - Arnold, MO Arnold MO Midwest                  Balar Equipment Corporation - Phoenix, AZ Phoenix AZ West Bell Equipment                  Company - Lake Orion, MI Lake Orion MI North Atlantic Bell Equipment                  Company - Gahanna, OH Gahanna OH North Atlantic Bob's Services -                  Anchorage, AK Anchorage AK Northwest Bodyworks Equipment, Inc. - Monrovia,                  CA Monrovia CA West MacQueen Equipment, Inc. - Menomonee Falls, WI                  Menomonee Falls WI Midwest Carolina Environmental Systems, Inc. - Kernersville,                  NC Kernersville NC Southeast Carolina Environmental Systems, Inc. - Greenville,                  SC Greenville SC Southeast Carolina Environmental Systems, Inc. - Austell, GA                  Austell GA Southeast Central Indiana Truck Equipment (CITE) - Indianapolis, IN                  Indianapolis IN Midwest Cyncon Equipment Company - Rush, NY Rush NY                  Northeast                  Heil of Texas - Houston, TX Houston TX Central                  Stringfellow, Inc - Nashville, TN Nashville TN Midwest                  Stringfellow, Inc - Chattanooga, TN Chattanooga TN                  Midwest                  Sunbelt Hydraulics and Equipment, Inc. - Pompano Beach, FL Pompano Beach FL                  Southeast                  Tampa Crane and Body, Inc. - Tampa, FL Tampa FL Southeast                  MacQueen Equipment, Inc. - Ankeny, IA Ankeny IA Midwest United                  Engines, LLC - Oklahoma City, OK Oklahoma City OK Central                  Utility Truck Equipment Company (UTEC) - Lake Charles, LA Lake Charles LA                  Central Vasso Waste Systems, Inc. - Brooklyn, NY Brooklyn NY Northeast                  Fer-Marc Equipment, Ltd. - Regina, SK Regina SK Canada Ray Max                  Equipment Sales - Calgary, Alberta, AB Calgary, Alberta AB Canada                  Saniquip, Inc Riguad QC Canada Vimar Equipment, LTD Burnaby BC                  Canada                  Binzz Inc. - Campbellville, ON Brampton ON Canada Legacy Equipment                  Company - Salt Lake City, UT Salt Lake City UT Northwest MacQueen                  Equipment, Inc. - St. Paul, MN St. Paul MN Midwest Maine Equipment                  Company, Inc - Hermon, ME Hermon ME Northeast                  Mid-Atlantic Waste Systems - Easton, MD Easton MD North                  Atlantic Mid-Atlantic Waste Systems - Salem, VA Salem VA North                  Atlantic                  Mid-Atlantic Waste Systems - Chesapeake, VA Chesapeake VA North                  Atlantic Mid-Atlantic Waste Systems - New Castle, PA New Castle DE North                  Atlantic Mid-Atlantic Waste Systems - Clinton, MD Clinton MD North Atlantic                  Mid-Atlantic Waste Systems - Pittsburgh, PA Cheswick PA North Atlantic                  MacQueen Equipment, Inc. - Lincoln, NE Lincoln NE Midwest Northern Truck                  Equipment Corporation - Sioux Falls, SD Sioux Falls SD Midwest Northern                  Truck Equipment Corporation - Fargo, ND Fargo ND Midwest Northern                  Truck Equipment Corporation - Rapid City, SD Rapid City SD Midwest Preferred                  Truck &amp; Equipment Repairs, Inc. - Sacramento, CA Sacramento CA                  West River City Hydraulics, Inc. - Sherwood, AR                  Sherwood AR Central River City Hydraulics, Inc. - Baton Rouge,                  LA Baton Rouge LA Central River City Hydraulics, Inc. - Memphis, TN                  Memphis TN Central Ruckstell California Sales Company, Inc - Fresno, CA Fresno                  CA West EJ Equipment - Addison, IL Addison IL Midwest                  Action Fleet Repair - North Las Vegas, NV North Las Vegas NV                  West Environmental Equipment Sales &amp; Service, LLC Sutton MA                  Northeast Armor Equipment - Olathe, KS Olathe KS Midwest                  Heil of Texas - El Paso, TX El Paso TX                  Central EJ Equipment - Manteno, IL Manteno IL                  Midwest                  Preferred Truck &amp; Equipment Repairs, Inc. - Livermore, CA Livermore CA West</p>
<p>27</p>	<p>Service force.</p>	<p>Our Heil Dealer Network comprises 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:  <a href="https://www.heil.com/support">https://www.heil.com/support</a></p>

28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for new refuse equipment sales on site as well as through our extensive US dealer network. Heil also offers OEM part sales and support through Heil Parts Central. For new unit sales, Heil's release management process provides firm commitment dates on standard orders within 72 hours. All Heil products are manufactured and inspected throughout the build process building quality into every Heil product from the start. Quality Control reviews every unit before shipment to ensure every product is 100% accurate to the customer's request and order submission. OEM part sales are available through Heil Parts Central's 24-hours a day e-commerce website and Representatives for these products as well. At Heil we pride ourselves on customer satisfaction	*
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member geographic areas and market segments under this contract in the United States, Canada, and internationally.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and uniquely capable of servicing ALL Sourcewell Member segments.	*
31	Define any specific contract requirements or restrictions that would apply to our Members 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.	*

## Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil is very 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, provide training and guidance regarding how to best take advantage of our Sourcewell contract. In addition, we use our in-house video production team to further enhance both the brand – and the strength of partnering with Sourcewell through both our Sourcewell video testimonial – and through our popular ReadyTruck video series – which plugs Sourcewell during every episode. Both of these channels are popular and viewed by our following. These can also be found on our website – which garners more traffic than any of our competitors [based on Moz and Google Analytics reporting]. In addition, we display our Sourcewell contract proudly on our website, as well as on all of our eBrochures.	*
33	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 of 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. We are leading all of our competitors in our SEO search metrics as can be seen in the attached charts. We have always looked at our SEO strategy as a "discipline" vs. a process – and we feel that our dominance in this area is a testament to that. 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.	*
34	In your view, what is Sourcewell's role in your Sourcewell- awarded contract into your sale	Sourcewell is seen as a valuable partner in the implementation and success of this contract. 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 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.	*
35	Are your products or services available through e-procurement system and how government	No. Due to the many options that are offered on both body and chassis and the electronic interactions that have to 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. It is too complicated to just select options and hope it will work, and this will help protect the member's procurement teams who may not be as knowledgeable regarding product options and applications by utilizing the trained staff at our dealer locations.	*

## Value-Added Attributes

Line Item	Question	Response *	
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<p>36</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Heil offers a wide array of custom training programs that keeps our sales management and Dealer sales force up to speed on our products. From selling techniques, technical product and operator trainings, to product maintenance schools, every aspect of selling and promoting our vehicles is covered. 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. They consist of:</p> <ul style="list-style-type: none"> <li>• In-person training sessions. They are performed in our Fort Payne, Alabama and Vernon, Alabama production facilities. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors.</li> <li>• Mobile training trailers that travel throughout the United States. These two unique and first in the industry mobile classrooms bring education directly to our customers. As a customer-oriented company, we believe this type of training eliminates travel time, job downtime, and related costs for course attendees. In fact, they can be set up onsite at a customer or Dealer location and are equipped with the latest technology to deliver customer-specific content in air-conditioned comfort.</li> <li>• 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. Follow the links below for examples: English <a href="https://vimeo.com/281281938/636d4ccd22">https://vimeo.com/281281938/636d4ccd22</a> French Canadian <a href="https://vimeo.com/281969922">https://vimeo.com/281969922</a> Spanish <a href="https://vimeo.com/274579697">https://vimeo.com/274579697</a></li> </ul>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<ul style="list-style-type: none"> <li>• Safety via cameras and radar with the ability to record all cameras on the truck (when installed with 3rd Eye's Hurricane Gateway)</li> <li>• Asset utilization: be able to record and track the hours and location of your assets</li> <li>• Equipment behavior: know that status of your garbage truck's hopper, compactor and ancillary equipment in real time</li> <li>• On Road / Off Road: know when your assets are on highway and when they are not</li> <li>• Integrating lightweight composites into non-critical areas of our refuse collection bodies to produce the lightest weight refuse collection vehicle on the market today with the largest legal payload – 11+ tons.</li> <li>• Adding the Heil Overweight Prevention System™ (HOPS™) to our refuse collection vehicles to monitor vehicle weight while on route. HOPS uses axle transducer scales, accurate to within 2%, to determine the vehicle's gross weight. When the unit approaches its maximum allowable weight, the driver receives audible and visual signals inside the cab. When the unit reaches its maximum allowable weight, the system prevents the operator from collecting any more cans. This helps ensure full loads, minimizes exposure to overweight fines, and extends the life of the vehicle.</li> <li>• Heil's Automated Front Loader with Odyssey controls and hydraulics launched in mid-2013 redefining automated and bulk refuse collection levels. Pressure compensated piston pump, positions sensing cylinders and control logic drove weight out of the product while significantly reducing complexity, increasing reliability resulting in industry leading uptime and lowest Total Cost of Ownership.</li> <li>• No other residential front loader garbage truck features the Half/Pack® smart design, with all of its systems working together to reduce the total cost of operation. It's more efficient, easier to operate, easier to service, and less likely to need service in the first place.</li> <li>• The Half/Pack® Freedom™ frontload trash truck weighs only 15,700 pounds, which is 19% lighter than a standard Half/Pack® and 1,350 pounds lighter than the lightweight Half/Pack® Sierra™. The Freedom™ can carry up to 11 tons of legal payload in its 28 cubic yard front load body – the largest legal payload – and features a 12 cubic yard hopper and a frontload arm lifting capacity of 8,000 pounds. To ensure the Half/Pack® Freedom™ front loader maintains its long-term durability, we have added an innovative load-control system to the unit called the Heil® Optimal Payload System™ or HOPS™.</li> <li>• The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has a single, easy-to-use joystick that maximizes ergonomics by requiring minimal effort to operate and increases productivity. It is also equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control.</li> </ul>

<p>38</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<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. Here are some examples:</p> <ul style="list-style-type: none"> <li>• We have installed a CNG fueling station at our Fort Payne, Alabama production facility to meet the fueling needs of refuse collection units leaving the plant as well as to support the fueling of privately owned CNG-powered vehicles in the local community.</li> <li>• 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.</li> </ul> <p>In Heil production facilities, we:</p> <ul style="list-style-type: none"> <li>• Recycle 100% of the scrap steel used to make our products</li> <li>• Use a low VOC electrostatic paint process to paint our lifters, refuse collection bodies, compactors, and balers</li> <li>• Actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets</li> <li>• Our green products include:</li> <li>• Use of hybrid and CNG-fueling systems on our Heil refuse collection bodies</li> <li>• Building innovative, lightweight Heil refuse collection units that reduce costs associated with fuel, tires, and brakes</li> <li>• Our patented Odyssey™ hydraulic control technology delivers waste industry-leading productivity with the lowest total cost of ownership, helping refuse haulers make more money on the route. This system is designed to help operators finish routes up to 20% faster, deliver measurable fuel savings while reducing wear on the lift assembly, chassis, engine, and transmission. Plus, it greatly reduces noise pollution.</li> </ul> <ul style="list-style-type: none"> <li>• 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.</li> <li>• Specifically, Dover has committed to reduce greenhouse gas emissions and energy consumption by 20% each by the year 2020. Many Dover operating companies have already achieved significant energy and energy cost reductions in their operations. Launched in 2012, Dover's Energy Efficiency Captain Program has created a knowledge sharing community of operating company professionals to discuss energy efficiency and sustainability initiatives at their facilities. Initial findings from 2012 data indicate that 39 energy efficiency projects were implemented, with over 8,000 MWh in savings. To learn more, please click the following link:</li> </ul> <p><a href="https://www.dovercorporation.com/about-us/sustainability/intensity-goals">https://www.dovercorporation.com/about-us/sustainability/intensity-goals</a></p>
<p>39</p>	<p>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>	<p>Heil is continually innovating toward solving all sorts of hard problems that enable our customers to be more safe and efficient. One example of this is the way Odyssey controls help to conserve energy through smart hydraulic power management. By providing the right amount of power only when it is needed, energy is conserved. Specifically, utilizing a variable displacement pump combined with a load sensing hydraulic valve and proportional control system, operators get the finesse and power they need while fuel economy improves. Moreover, in our more conventional designs, complete disengagement of the hydraulic pump, via a hot shift pto, eliminates parasitic loss which also improves fuel efficiency.</p> <p>One of the more substantial efficiency improvements with the Odyssey comes from system productivity. The entire system efficiency plays a major role in fuel usage when viewed from the perspective of 'cans-per-gallon'. The Odyssey design takes seconds off of packer and auto-lift cycles. Combine this with the inherent ergonomics and maneuverability of the Curotto Can and the unit finishes the route substantially faster than conventional RCVs. Of vital importance is the fact that when the key switch is off, there is 100% fuel savings. The culmination of these highly engineered features results in a product that has the potential to save hours a week in operational costs. All things being equal, if a route is completed in 9 hours verses 10; there is a 10% fuel savings.</p> <p>Energy conservation is of critical importance to all stakeholders in the RCV industry. Heil recognizes this and has responded with a highly engineered product that lives up to the Heil legacy. This has been accomplished through the designs, measurements and analysis reflected here, and is meant to help end users succeed in their social, financial and environmental goals.</p>
<p>40</p>	<p>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.</p>	<p>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, and Fer-Marc Equipment.</p>

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	<ul style="list-style-type: none"> <li>• The ability to be a single source provider for equipment, parts and service under this contract</li> <li>• Offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader.</li> <li>• Localized parts inventories at your Dealer Locations for all models</li> <li>• All RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements</li> <li>• 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts &amp; Service</li> <li>• All Dealers routinely evaluated to ensure they are providing superior quality and service</li> <li>• Directly employ 8 technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel</li> <li>• Own well over 200 patents</li> <li>• All warranty handled direct without pass through to an outside supplier or manufacturer</li> <li>• Preventative maintenance programs available</li> <li>• Complete service, operator, factory and field training available for authorized Dealers and customers across all product lines</li> <li>• Offer on-site alternative fuel system installation</li> <li>• On-site alternative fuel filling station</li> <li>• On the ground, completed and ready to go factory RCV inventory program with equipment available for immediate delivery</li> <li>• Rental program to fulfill equipment needs prior to completing a Sourcewell transaction</li> <li>• Factory and Dealer demos available for on route demonstrations</li> <li>• Utilize multiple software tools to collect data and analyze route information to offer best-product solutions and optimize Total Cost of Ownership for varying user conditions</li> <li>• Sales, parts and service marketing programs available to Dealers for all products</li> </ul>	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	Heil is uniquely capable and fully prepared to service Sourcewell Members in Canada and around the globe. We have 5 dealers in the Canadian Provinces with many representatives who are bilingual where applicable, as well as a widespread network of representation around the world in various countries, all of whom are managed by Heil Export Sales Team. Heil is also the preferred supplier of refuse collection bodies to many the largest waste management companies that currently serve the Canadian market as well as Canada's largest rental fleet.	*

## Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	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.	*
44	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.	*
45	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.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Heil is fully prepared and uniquely 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.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims and then we work internally with our suppliers toward recovery where applicable.	*
48	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.	*
49	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.	*

## Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Heil's payment terms are Net 30.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Yes. Since March of 2017, 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.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders for Heil products will be handled by each Member's local Heil Dealer, except for those 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. 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 turn key 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.  The Heil website ( <a href="http://www.heil.com">www.heil.com</a> ) 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.  The Heil representative responsible for the territory of a Sourcewell member will work directly with them to identify the member's equipment needs. Once all equipment requirements have been determined, the representative will accept a PO directly from the Sourcewell member, complete all necessary paperwork, and place the member's order with Heil.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	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.

## Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-cat materials (if applicable)) in the document upload section of your resp	Heil maintains individual MSRP 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 (See Appendix D) and parts pricing (See Appendix E for Heil Parts Pricing, Appendix F for Bayne Parts Pricing and Appendix G for Curotto Can Parts Pricing). Within the MSRP Price Guide, the Sourcewell member will find each product offered at various body sizes 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. 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.

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP 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. See Appendix A for Chassis Specs and Pricing. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.	*
56	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.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In general, we do 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 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 a 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 a LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Total Cost of Acquisition costs are included in the pricing we have submitted with this Proposal. Freight or shipping charges would be identified by line item as such on the quotation to the member from the associated Heil dealer as well as any member requested additions.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, 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 guide submitted in Appendix D. Freight/delivery is included in the final pricing for every Sourcewell order. The current cost for Heil arranged shipping to the local Heil dealer, including Canada, is detailed in the "Heil Drive Away Price List" attachment submitted in Appendix H.  For destinations not falling within the continental United States, the units will be delivered to the port of exit via a Heil or customer arranged delivery service and shipped via barge or ocean-going vessel to the destination.	*
60	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 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 or Hawaii, all costs for shipping would be calculated and quoted to the customer at time of order. Shipments to our Canadian Heil Dealers are included in the Heil Drive Away Price list in Appendix H. Returns are treated the same for Hawaii and Alaska as for the other 48 states.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's Network comprising 34, well trained, entrepreneurial Dealers at 60 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.	*

**Pricing Offered**

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

**Audit and Administrative Fee**

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	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.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

**Industry Specific Questions**

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	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.
66	If your proposal does not include the chassis as a turnkey solution, propose, in detail, the process you or your dealer will follow to assist the Sourcewell member to acquire the chassis.	Heil does offer a full turnkey solution, but as noted in Question 57 regarding "sourced" products, 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.

67	<p>Explain key designs or processes your company takes to provide and promote safe operation of your equipment.</p>	<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. The chairman of this committee is a Heil Director of Engineering, and ESG is a voting corporate member of the main ANSI council with many representatives across multiple ANSI standard subcommittees. 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.</p>
68	<p>Explain how your equipment in this category reduces down-time for the purchasing entity.</p>	<p>Front Loaders</p> <ul style="list-style-type: none"> <li>Streetwise Hydraulics, the Heil® exclusive "clean front head," relocates the hydraulic body valve from the front head to under the side of the refuse body. This design reduces the influence of exhaust heat on the hydraulic components, as well as improving access to the valve bodies. This improves safety and reliability while reducing downtime.</li> <li>The Cortex controller with Insight Display - the brain of our system - is a rugged mobile controller that delivers intelligence and precision. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers demand.</li> <li>The Heil® Half/Pack® front-load garbage truck with Odyssey™ hydraulic controls has interlocking cross-members and long-members that form a rock solid foundation for the body, delivering unmatched durability and longevity. This allows for more uptime, longer equipment life, and a higher resale value. A load-sensing piston pump controls hydraulic flow, intelligently delivering proper oil amounts as required. This increases efficiency, reduces fuel consumption, decreases hydraulic system temperatures, and contributes to low Total Cost of Ownership.</li> <li>Equipped with an Insight Display, an in-cab display that provides real-time feedback, as well as optimal operator control. The operator can look to one place for all of the information needed on the body of the truck. Also, the Insight display offers maintenance personnel advanced troubleshooting features. This not only makes the operator more efficient but also reduces downtime and maintenance.</li> <li>Heil® continues to set the standard for front loader refuse trucks 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® front loader is built for a long, reliable lifespan.</li> <li>Zinc Plated tubes – The use of zinc plated tubes eliminates corrosion, therefore reducing hydraulic leaks and prevents the need to replace components over the life of the truck. This reduces maintenance and downtime costs.</li> <li>Hydraulic Tube Covers – Protects the tubes and hoses on the arms from damage</li> <li>Illuminated Push Button Controls – Fully sealed and potted, easy to read and understand push button controls for body and lighting functions reduce down time by increasing reliability</li> </ul> <p>Rear Loaders</p> <ul style="list-style-type: none"> <li>The patented dual-track packing system is the heart of the PowerTrak® design. Other rear load garbage trucks move shoes or rollers along a single track during sweep and pack cycles. This requires the top cylinder to operate at a sharp angle of resistance, causing intense friction that robs power and speed and increases wear on shoes and tracks. The PowerTrak® Commercial's revolutionary dual-track system gives the top cylinder its own track, significantly reducing the angle of resistance. This reduces friction and increases cycle times because more pressure is exerted directly onto the load, giving you incredibly long life from the aluminum/bronze alloy slide shoes.</li> <li>The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. In addition, the Cortex controllers with Insight Display – has been integrated into the electric system to reduce downtime. By utilizing this mobile controller and placing it in protected locations, the unit becomes more reliable and with more consistent interfaces with chassis electrical systems becomes easier to diagnose and keep on route.</li> </ul> <p>Side Loaders</p> <ul style="list-style-type: none"> <li>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis.</li> <li>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</li> </ul>

- The DuraPack® Rapid Rail® automated sideloader also features Cortex with Insight Display. The "brain" of our system is a rugged mobile controller that provides the intelligence and precise control of our unit demands. Utilizing a mobile controller and placing it in a protected location gives us the intelligence we need and the durability our customers require. This allows for less downtime and ease of service.

- The Heil® Liberty™ Automated Sideloader integrates our time-tested Continuous Pack body with the patented technology of the Python arm. The Continuous Pack body has been a customer favorite for more than 35 years. Our patented paddle packer design continuously sweeps the hopper, so there's no need to stop and pack the load. And, because there's no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated

#### Multi-Compartment Vehicles

- The DuraPack 4060 split-body rear loader utilizes a 40/60 two-compartment split body. Also, the DuraPack® 4060 features independent hydraulic systems enabling the pressure to be adjusted for each compartment based on the type of waste being collected

#### CNG Capabilities

- CNrG™ offers a lower profile, enabling CNG-equipped front load and side load garbage trucks to make height-sensitive routes previously closed to them. And its smart design makes it road-ready from day one and reduces the need for maintenance and the associated costs. The fully integrated CNrG™ lifts as a regular tailgate and simplifies maintenance and fueling infrastructure. The CNrG™ tailgate structure received rigorous stress analysis and testing, simulating 15 years of operation.

#### Organics

- The PT 1000® can be equipped with optional features which include: an extended hopper sill, a hopper drain with shut-off valve, extended tailgate seal, body access door seal, an extended body front head plate, and sumps. The one-piece body sidewall is easier to wash and maintain, resists rust and corrosion, and is competitively priced for adding organics collection to your fleet.

- RAPIDRAIL®. Heil is now adding an Automated Organics Collection Side Load garbage truck to our unit portfolio. Rapid Rail has been specifically designed to meet the needs of organic waste collection. The Rapid Rail is equipped to be the optimal Automated Side Loader to collect organics in both the Residential and Commercial Market. The liquid-tight tailgate seal, floor mounted sealed bearing packer design, and now with optional reduced packer sweep functionality of the packer paddle make the Rapid Rail the high lift capacity, low compaction automated solution for organics collection. Available only in a dumping model to ensure optimal payload removal of the "solid organics" with an optional 3" hopper drain valve that will allow for liquid removal at specified locations.

#### Parts Central

- 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. Parts Central also offers the most requested aftermarket parts for Heil and other makes of garbage truck bodies. Our aftermarket parts are designed and manufactured to strict standards and are backed by more than 100 years of industry experience. High-volume parts that are frequently requested are available for immediate, same-day delivery through your local Authorized Heil® Dealer. Orders for in-stock parts placed with Parts Central before 5 p.m. ET will be shipped overnight.

#### Bayne Thinline Premium Lift Systems

- Bayne's actuated lifters for 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.

#### Third Eye

- 3rd Eye has developed the industry leading back up truck camera systems designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures.

#### Dealer Network Advantage

- Our Heil Dealer Network comprises 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

		<p>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. By utilizing the local Heil dealer network, we are able to have technicians in the vicinity to the member arrive on site quicker and further reduce the downtime. In the event that the asset must be brought into the dealership, the various locations throughout the country reduce the amount of miles that are needed to be towed to an authorized Heil dealer.</p>
69	<p>Describe how the equipment you propose simplifies the operation for end-users.</p>	<p>One example is our patented Odyssey™ hydraulic control technology delivers waste industry- lea the links below of some of our customers explaining how our products simplify their operations: Environmental: viewable at <a href="https://vimeo.com/318776652">https://vimeo.com/318776652</a></p> <p>E.L Harvey: viewable at <a href="https://vimeo.com/292412920">https://vimeo.com/292412920</a></p> <p>JJ's Waste and Recycling: viewable at <a href="https://vimeo.com/315331275">https://vimeo.com/315331275</a></p> <p>Another example is our DuraPack® Python® automated side loader. The DuraPack® Python® automated side load garbage truck combines two proven products in one high-performance package — the DuraPack® refuse body, which is famous for its toughness and productivity, and the patented Python® automated arm, which is faster, smoother, and longer lasting than any other.</p> <p>The DuraPack® Python® arm has an 8-second lift cycle. That can save you up to 4 seconds per stop – and up to 1 hour per day – delivering a fiscal savings of more than \$15,000 per trash truck every year! You don't have to wait for the hopper to catch up with a load, either, because the Python® follower panel enables continuous dumping. Twin packing cylinders deliver outstanding payloads, so you can collect more homes with fewer trips to the disposal site.</p> <p>The Python® side load arm features cushioned cylinders for action that's smooth, saving wear and tear on the lift arm and the chassis. The Python® unique lift geometry also prevents spillage and enables the arm to return refuse carts with the lids closed every time.</p> <p>The Heil® Operate-in-Gear-at-Idle System comes standard on the DuraPack® Python®. It is designed to reduce wear on the lift assembly, chassis, engine, and transmission.</p> <p>Concerning our rearloading trucks, with over 20,000 built and nearly 30 years of reliability, the Heil® DuraPack® 5000 high-compaction rear load garbage truck has become the mainstay of refuse collection fleets. From small independent haulers to the world's largest municipal fleet, you simply can't find a better rear load body.</p> <p>Engineered to last. The DuraPack® 5000 features the Heil® DP body, the only fully welded, interlaced subframe in a refuse collection truck. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and full welding for superior resistance to corrosion and cracking, the DuraPack® 5000 is a sturdy rear loader with the stamina to absorb years of tough refuse hauling. Now with the inclusion of the cortex controllers and insight display with integrated controls, the operator has more control and information at their fingertips.</p> <p>Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</p>
70	<p>Provide examples from your product offering that are unique in the industry.</p>	<ul style="list-style-type: none"> <li>• The PowerTrak® Commercial PLUS high-compaction tag axle rear loader enables you to maximize productivity by carrying the largest legal refuse loads — up to 1,200 pounds per cubic yard! The Heil® patented design mounts the tag axle to the chassis frame rail, making it more structurally sound than refuse collection trucks with the tag axle integrated into the tailgate.</li> <li>• The MultiPack® is ideal for waste routes with "unlimited-at-the-curb" contracts. It's also the perfect unit for those ugly "surprises" that unexpectedly end up next to a customer's trash cart on collection day. Plus, while other garbage truck body manufacturers may offer multi-function trucks, only the Heil® MultiPack® is "totally functional" in both modes of operation because it can pick up a completely manual or automated route.</li> <li>• 3rd Eye Enhance Vehicle Behavioral Analytics (VBA™) encompasses the entire suite of camera, monitor, video, data, radar, and ELD solutions. This comprehensive package is offered ala carte to allow fleet owners to choose the systems that make sense for their current application with the built in upgrade path if and when it's needed. 3rd Eye puts fleet owners in the driver's seat with proven applications that help them to make better decisions to deliver the lowest total cost of ownership. 3rd Eye provides engineered body-system-sensor systems that provide real-time status and feedback for both chassis and body-related functions. Fleet owners know critical operational metrics, such as fuel consumption, operational temperatures and pressures – as well as when hydraulics are being utilized and the position of hydraulically operated body systems. This allows fleet owners to know when fuel is being used to move the vehicle vs. when the vehicle is using fuel to perform a body function [like compacting a load of garbage or lifting a man bucket]. Geo sensors allow fleet owners to know when assets are operating on road vs. off road. For the first time, fleet owners have the ability to request tax rebates for the Heavy Highway Use Tax, for fuel used during non-use fuel consumption.</li> <li>• Heil's new Semi-Autonomous optional control package allows for single button operation that will reduces operator inputs by 82% when dumping FEL containers. It also greatly reduces driver training time in some cases by 35% while increasing on route productivity of most drivers by up to 30%.</li> </ul>

71	If an 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.	While Heil is not a chassis manufacturer, we have proven that we have product offerings that can be utilized on fully electric chassis. This year (2019), Mack Trucks unveiled its Mack® LR battery electric vehicle (BEV) at Waste Expo with a Heil DURAPACK® 5000 Rear Loader. Please click the link below for more information: <a href="https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/">https://www.macktrucks.com/mack-news/2019/mack-trucks-unveils-fully-electric-mack-lr--refuse-demonstration-model/</a>
72	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<ul style="list-style-type: none"> <li>• The Heil Co. ("Heil") was founded in 1901 and has been an industry leader and design innovator for decades in the solid waste industry. Heil product designs comply with all safety standards and regulations applicable to our industry, and we actively innovated to improve the protection of our entire value chain, from suppliers to our customers, their customers, and the at-large population that is proximate to our machines every single day. Heil has the widest product line in the industry, including front loaders, side loaders, and rear loaders with a variety of sizes and configurations to match a multitude of on-the-street collection applications. As just one example, the Heil Odyssey Automated Front Loader allows operators to keep their eyes facing forward because the work is in front of them – in the same direction the truck is moving. This design includes features like smooth coordinated lift cycles, multiple patents like the gravity latch used to ensure the arm lift arm is secure during a dump cycle, and a combination of safety interlocks that prevent unsafe movement. Furthermore, Heil is leading the way into the future of automation by enhancing designs with smart sensors and features which relieve some of the in-cab motion stress that operators feel on a daily basis. It may be as simple as an ergonomic arm rest and multi-function joystick, or as complex as motion control design iterations that result in the lowest cab shake possible. Through a rigorous Voice of Customer program, Heil makes active outreach efforts to listens to its customers and innovates to continuously improve the safety and ergonomics of our equipment.</li> <li>• The 3rd Eye family of Integrated Collision Avoidance Radar Systems offer cutting-edge solutions to protect both your drivers, your assets, and those in close proximity to your vehicle. 3rd Eye Vehicle Radar Systems assist drivers by notifying them of other vehicles as well as obstacles they may not see. Vehicles operating 3rd Eye radar systems routinely report fewer accidents and near misses and, combined with 3rd Eye camera systems – provide an added level of safety and protection that adds peace of mind – as well as providing documentary evidence to protect companies from false claims of property damage or injury. 3rd Eye collision avoidance radar systems utilize your existing 3rd Eye Mobile camera cables for easy installation.</li> </ul>

### 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 "MarketingPlan."

- [Financial Strength and Stability](#) - Appendix B - 2018 Dover Annual Report.pdf - Thursday September 05, 2019 10:23:51
- [Marketing Plan/Samples](#) - Appendix - Marketing samples.zip - Friday September 06, 2019 14:21:37
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Pricing](#) - Appendix - Price lists.zip - Monday September 09, 2019 10:55:49
- [Additional Document](#) - Chassis Specifications.zip - Friday September 06, 2019 14:24:44