



Agenda

Regular Meeting of the Quality
of Life Committee
November 5, 2025 at 5:00 PM
Council Chambers, City Hall
200 Lincoln Avenue

Procedures for Quality of Life Committee Meeting

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Consent Agenda
5. Presentations
 - a. Youth Community Violence Interruption Pilot Report (Sandy Emory, Youth and Family Services Program Manager; sxemory@santafenm.gov and Dr. Elizabeth Silva, YCVI Consultant; drelizabethsilva@gmail.com and Chanelle Delgado, Santa Fe County Administrative Youth & Family Services Program Manager; cdelgado@santafecountynm.gov)
6. Action Items: Consent Agenda
 - a. Request for Approval of the October 22, 2025, Quality of Life Committee Meeting Minutes. (Marcella A. Apodaca, Business Operations Manager; maapodaca1@santafenm.gov)

Committee Review:

Quality of Life Committee: 11/05/2025

- b. Request for Approval of the Purchase of One Automated Side-Loading Collection Vehicle in the Total Amount of \$372,062.47, Excluding NMGRT with Pete's Equipment Repair, Inc. (Martin Valdez, ESD Fleet Manager, mjvaldez@santafenm.gov)

Committee Review:

Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025

Governing Body: 11/12/2025

- c. Request for Approval of a Budget Amendment Resolution (BAR) in the Total

Amount of \$844,469 to Re-Appropriate the Unused Funding from the Office of Affordable Housing Capital Outlay from the FY25 Budget into the FY26 Budget. (Roberta Catanach, Project Administrator; rlcatanach@santafewnm.gov)

Committee Review:

Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025

Governing Body: 11/12/2025

- d. Request for Approval of a Budget Amendment Resolution (BAR) in the Total Amount of \$1,613,334 to Re-Appropriate Unused Funding from the Affordable Housing Trust Fund FY25 Budget to the FY26 Budget. (Faviola Chavez, Director of Office of Affordable Housing; fachavez@santafenm.gov)

Committee Review:

Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025

Governing Body: 11/12/2025

- e. Request for Approval of Amendment No. 6 to Item #19-0872, Amended and Restated Lease Agreement with Santa Fe Recovery Center to Reduce the Size of the Premises and Extend the Term to January 15, 2026, to Occupy City Owned Buildings Located at 1600 St. Michael's Drive. (Terry Lease, Asset Development Manager, tjlease@santafenm.gov)

Committee Review:

Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025

Governing Body: 11/12/2025

- f. CONSIDERATION OF BILL NO. 2025-22. ADOPTION OF ORDINANCE NO. 2025 ____.(Councilor Jamie Cassutt, Councilor Signe Lindell, Councilor Alma Castro, and Councilor Pilar Faulkner)
A Bill Amending SFCC 1987, Section 5-2, to Define "Abandonment" and "Unattended Animal"; Section 5-5.4 to Prohibit Keeping an Animal On any Median; and Section 5-8.4 to Specify that Abandoning an Animal Will Incur a Fine; Creating a New Section, 5-8.14, "Unattended Animal", Prohibiting Unattended Animals and Imposing a Fine; and Amending Table 15-12.1 to Increase the Fine for Abandoning an Animal From \$200 to \$500, Impose a \$200 Fine for a First Unattended Animal Offense and a \$500 Fine for Subsequent Offenses, and Impose A \$200 Fine for Keeping Animals on Medians. (Thomas Grundler, Deputy Chief of Police; tjgrundler@santafenm.gov and Paul Joye, Chief of Police; pmjoye@santafenm.gov)

Committee Review:

Governing Body (Introduced): 10/8/2025

Governing Body (Public Comment): 10/29/2025

Quality of Life Committee: 11/5/2025

Finance Committee: 11/10/2025

Governing Body: 12/10/2025

- g. CONSIDERATION OF RESOLUTION NO. 2025-____. (Mayor Alan Webber, Councilor Jamie Cassutt, and Councilor Pilar Faulkner)
A Resolution Requiring a “Micro Community” in Every City of Santa Fe Council District by January 1, 2027, or, if that Timeline is Not Met, a Presentation explaining the Barriers to Meeting the Timeline and Recommending How and when the Goal of a Micro Community in Every District Can Be Achieved. (Henri Hammond-Paul, Community Health and Safety Department Director; hmhammondpaul@santafenm.gov)

Committee Review:

Governing Body (Introduced): 09/24/2025

Quality of Life Committee: 10/01/2025

Finance Committee: 10/27/2025

Governing Body: 10/29/2025 (**POSTPONED TO GOVERNING BODY 11/12/2025 & REFERRED BACK TO COMMITTEES**)

Public Works and Utilities Committee: 11/03/2025

Quality of Life Committee: 11/05/2025

Finance Committee: 11/10/2025

Governing Body: 11/12/2025

7. Action Items: Discussion Agenda
8. Executive Session
9. Matters from Staff
10. Matters from the Committee
11. Matters from the Chair
12. Next Meeting: Wednesday December 03, 2025
13. Adjourn

Persons with disabilities in need of accommodations, contact the City Clerk's office at 955-6521, five (5) working days prior to meeting date.

**YOUTH COMMUNITY VIOLENCE
INTERRUPTION (YCVI) PILOT
CITY OF SANTA FE
COUNTY OF SANTA FE**

**CITY OF SANTA FE
QUALITY OF LIFE COMMITTEE
NOVEMBER 5, 2025**



WHAT IS YCVI?

A COLLABORATION BETWEEN
THE CITY OF SANTA FE,
SANTA FE COUNTY &
COMMITTED COMMUNITY MEMBERS

YCVI **centers** the voices of both youth and their families, while providing resources to support their future, a life without violence, understanding those most impacted are the experts in their own lives.

The Task Force consists of five dedicated members with lived experience and expertise. These members work side-by-side with the youth referred, to identify the best path forward to ensure a successful life. Commitment to self and community, respecting the power of each participant to heal themselves with participant driven goals is at the center of our mission.

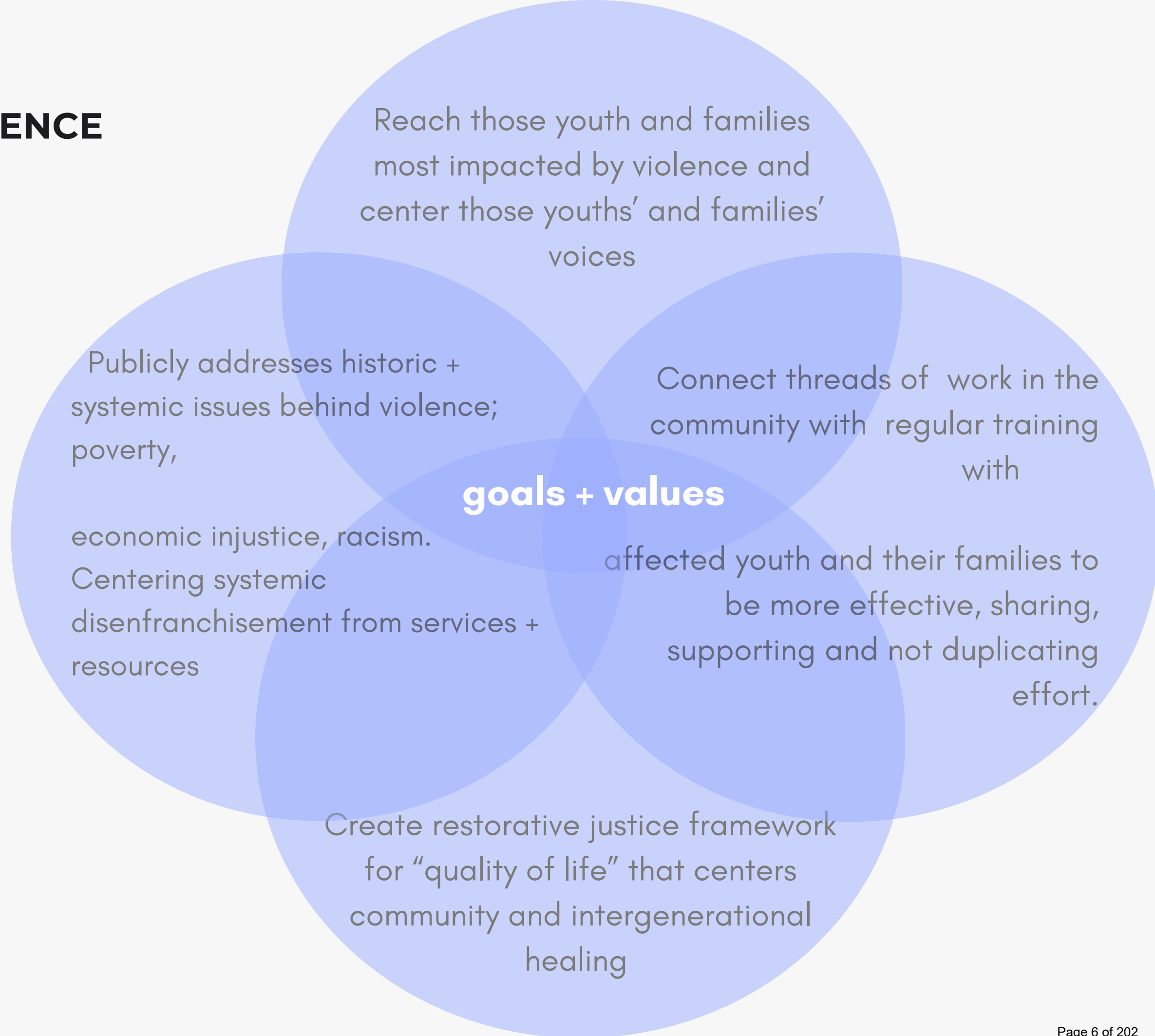
CITY STRATEGY FOR YOUTH VIOLENCE

City of Santa Fe Violence Prevention Strategic Plan- Critical Priority Objective 2

To educate, navigate, and employ youth at high risk for violence and establish a sustainable program to reduce youth gun and gang/group violence.

The pilot should:

- **credibly** reach youth at high risk for violent victimization or perpetration;
- **saturate participants in protective factors** that reduce their risk for violence, and
- **build participants' capacity** to serve as community support workers equipped to contribute to community violence prevention over time.



GROUNDING PRINCIPLES

Foster a non-judgmental, trusting atmosphere that supports our youth in the community

**Value + center the voices of youth + families
transparency + honesty
collaboration + accountability + cultural sensitivity**

Measurable outcomes to support our ongoing learning + contribute to the overall success of the community

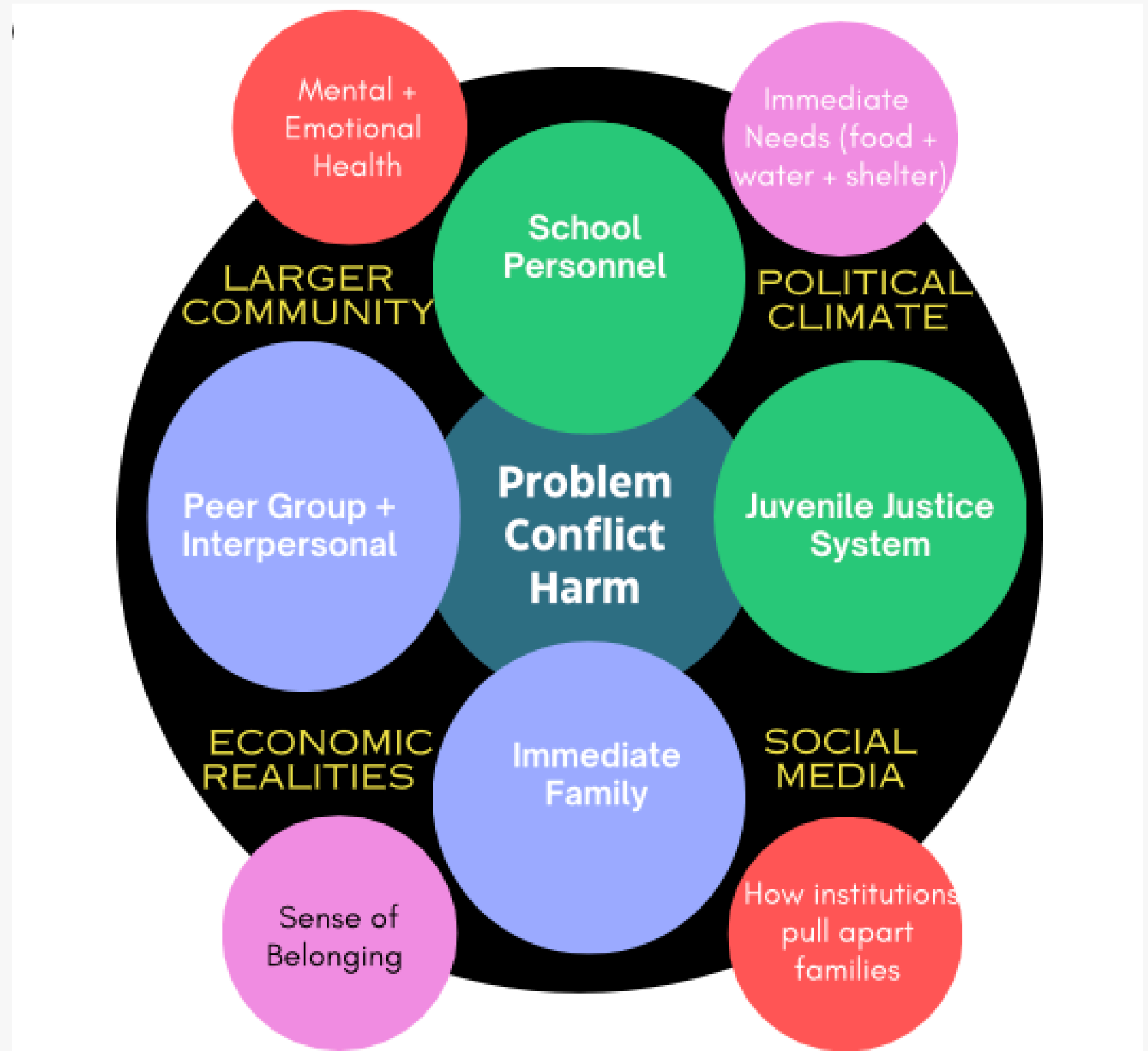
Celebrate successes + proactively engage our network of community providers to collectively work together

RESTORATIVE JUSTICE VALUES

Social Determinants of Health

Social Ecosystems

Macro Social Realities

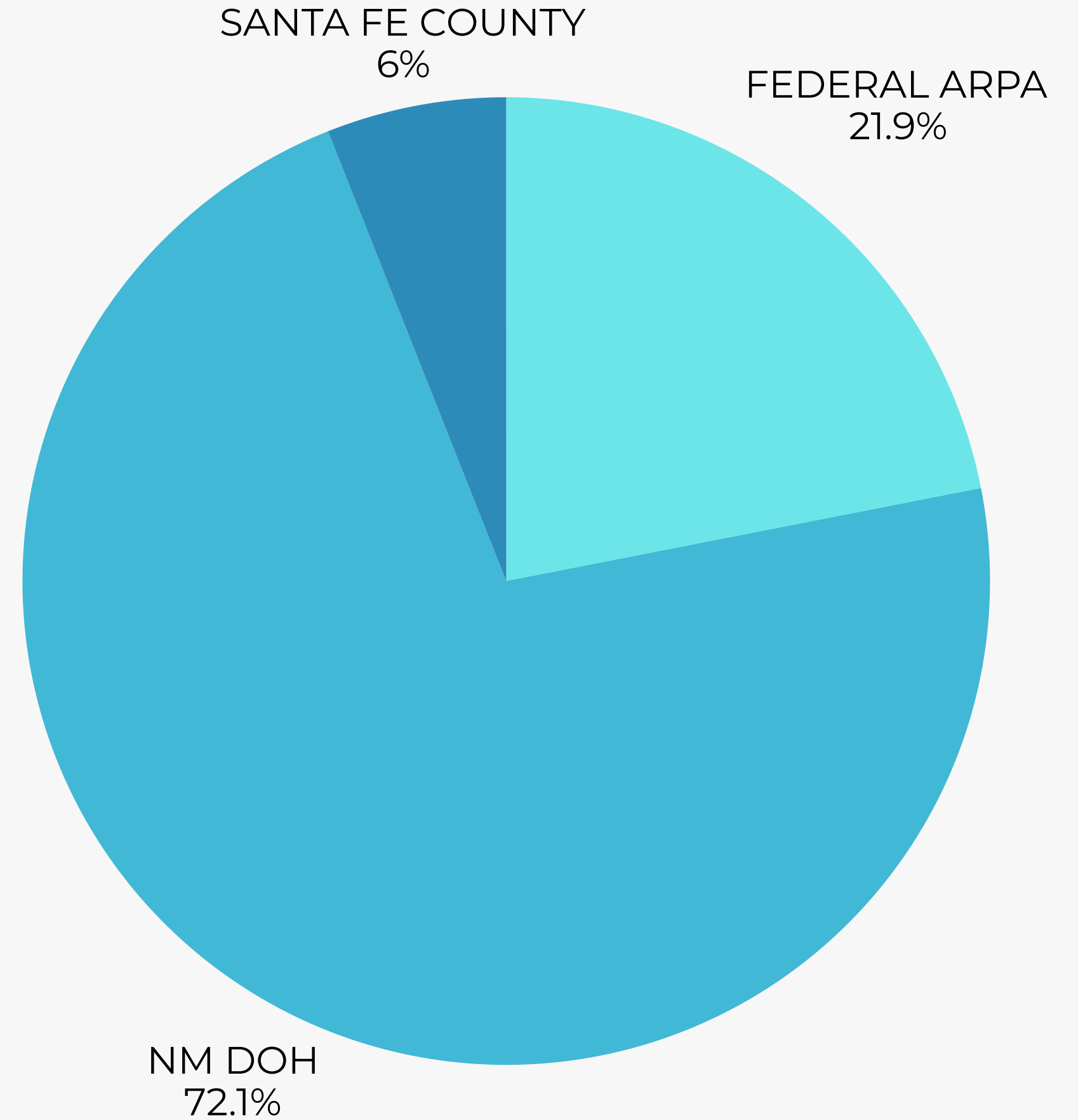


COMMUNITY FUNDING SOURCES

NM Department of Health \$1.2 million

Federal ARPA \$365K

Santa Fe County \$100K*

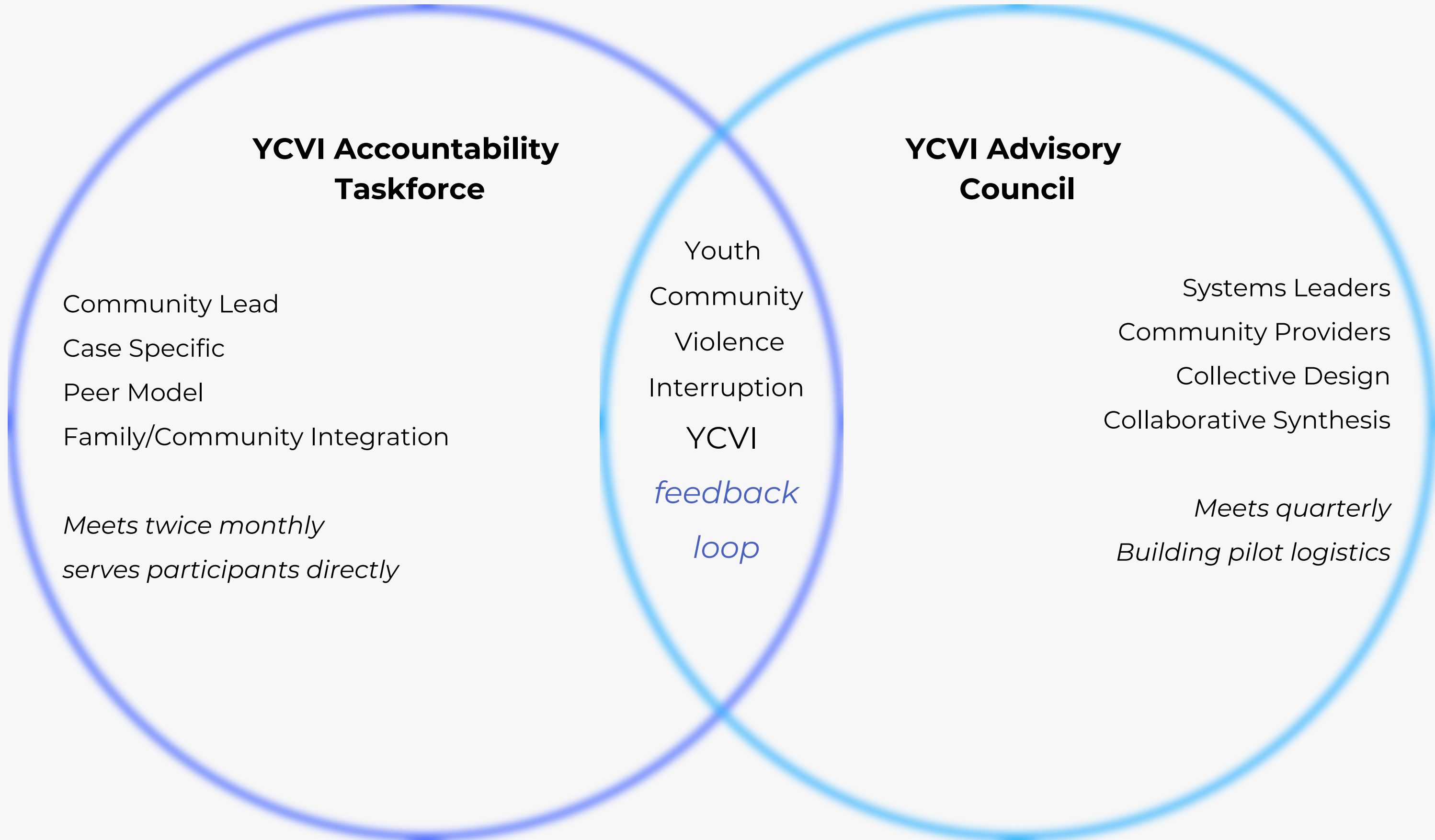


*Annual commitment established via VPU MOU in 2022

FUNDED PARTNERS IN YOUTH COMMUNITY VIOLENCE INTERRUPTION + PREVENTION



- Academy for Technology and Classics: Mountain Club
- New Mexicans to Prevent Gun Violence
- SFPS WAVE Mural Project
- SFPS PIE: Wellness Ambassadors Program
- SFPS Restorative Justice Program
- Resolve NM
- Communities in Schools
- Santa Fe Community Yoga Center
- Girls Inc. of Santa Fe
- Gerard's House
- YouthWorks
- TeamBuilders
- Rio Grande - Community Educators Network
- Santa Fe Prep Breakthrough Program
- The Sky Center
- Santa Fe Recovery Center
- La Fonda Foundation
- SFPS Community Schools
- Innovate Educate
- Domestic Violence Specialist, LLC (Clinical Development Consultant)
- Elizabeth C. Silva, LLC (YCVI Pilot Consultant)



YCVI Accountability Taskforce

Community Lead
Case Specific
Peer Model
Family/Community Integration

*Meets twice monthly
serves participants directly*

YCVI Advisory Council

Systems Leaders
Community Providers
Collective Design
Collaborative Synthesis

*Meets quarterly
Building pilot logistics*

Youth
Community
Violence
Interruption
YCVI
*feedback
loop*

ELIGIBILITY CRITERIA

The Youth Community Violence Interruption Pilot serves youth at high risk for involvement in violent incidents including victimization, perpetration, interpersonal or weapon based violence. Referrals for the YCVI Pilot are accepted from the Juvenile Probation Office, the First Judicial District Attorney's Office, and approved community providers.

Youth up to the age of 24 are eligible to participate in the pilot under the following conditions:

- History of violence**
- Social referral for violence interruption**
- Potential threat of retaliation**

Cases are deemed appropriate by the referring agency, the YCVI Taskforce, the Case Manager, or the Program Manager. For youth participants under the age of 14 parents/guardian must agree on behalf of youth participant, over the age of 14 both parents/guardian and the youth must agree to participate.



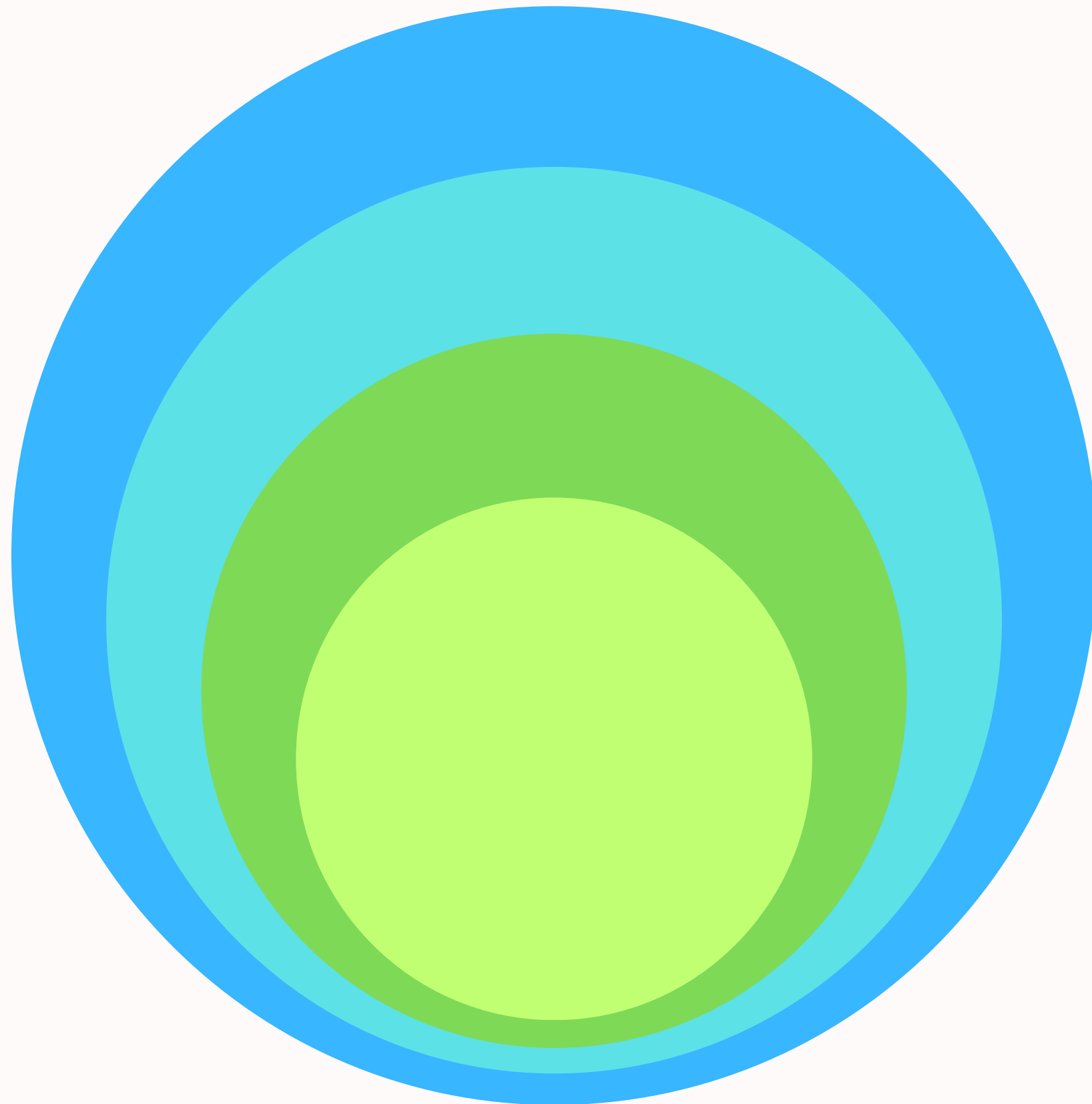
JUSTICE SYSTEM PARTNERSHIP

In partnership with the county and Uplift Youth, an IGA (Intergovernmental Agreement) has been executed with the First Judicial District Attorney's Office for youth referrals into the Youth Community Violence Interruption Pilot.

JPO/CYFD PARTNERSHIP

We are currently in conversation with CYFD leadership to secure a referral pathway into the Youth Community Violence Interruption Pilot.

YCVI ECOLOGICAL SYSTEM



Internal Motivators

- Belief system + Values + Interests + skills
- Mental health + self efficacy skills (coping with stress)
- Sense of self/identity + sense of belonging (cultural, athletic, peer)
- Life goals
- Relational Skills
- Sense of responsibility (familial, economic, peer)
- Sense of forgiveness

Immediate Supports

- family, mentors, coaches, teachers, older peers
- bystander support
- Trustworthy adults
- peer groups
- therapy
- clubs,/activities
- Social Determinants of Health

Community Contribution

- subsidies (food, housing, childcare, clothing)
- scholarships/internships
- networks (social, economic)
- physical spaces (public spaces)
- social cohesion in neighborhood, schools, community centers

Economic Justice + Sustainability

- workforce development
- job security
- vocational opportunities
- long term economic planning
- growth opportunities
- community revitalization (infrastructure/improvement)

FAITH-BASED COMMUNITIES

Faith-Based Counseling Services, Youth Specific Outreach or Groups.

- Christian Life
- Blaze Church
- Santa Maria De La Paz Church
- San Isidro Church

COMMUNITY/MENTORSHIP

Mentorship Programs, Peer Support Groups, Community Service Opportunities, etc.

- Big Brothers/Big Sisters
- Moving Arts
- Gerards House
- Youthworks
- Innovate+Educate
- Wisefool
- NDI-NM
- SF Teen Center
- Boys and Girls Club
- Girls Inc
- Cracie Barra Santa Fe
- Planet Fitness

CULTURAL AND RECREATIONAL

Youth Center, Cultural Enrichment Opportunities, Community Integration, etc.

- Mountain Kids
- Mountanc Center
- Mountain Club
- GCCC - 4 Kids Fun
- Boys & Girls Club
- Tewa Roots
- Zen Center
- Alas de Agua Collaboration
- Resolve New Mexico
- Somos Un Pueblo Unida

SDOH NEEDS

- Santa Fe City/County CONNECT
- Youthworks
 - CONNECT
 - UNITE US

MENTAL HEALTH

Therapists, Counselors, Psychiatrists, Psychologists, Groups, Self-supports, etc.

- The Sky Center
- PMS
- Serna Solutions
- Team Builders
- Mountain Center
- Tierra Nueva
- NAMU
- ELLIE
- NM DWS
- The Peak

SUBSTANCE USE SUPPORTS

Outpatient, Inpatient, Support Groups, Programs, etc.

- Sky Center
- Mountain Center
- Team Builders
- TEEN Challenge
- Faith Communities
- Serenity Mesa (14+)
- The Friendship Club
- Peer Support Specialists

CRISIS/EMERGENCY SERVICES

Crisis hotlines, Mobile Crisis Response, Emergency Shelters, Runaway or Homeless Youth Shelters, Etc

- Youth Shelters
- Mobile Crisis 14+.
- The Trevor Project (Text Line-LGBTQ+)
- Emergency Room
- Peer to Peer Hotline
- 24/7 Hotline - Gerards House
- Domestic Violence (St. Elizabeth's, Esperanza)
- Reach NM
- Casa's (Non-court Appointed)

EDUCATION/ALTERNATIVE OPTIONS

Tutoring, Alternative School Options, School-Based Supports, GED, Etc.

- Youthwords
- SFCC
- HED - GED Program
- The Peak
- Pro Skills
- NM One Stop Connections (NMDwS)
- E--cademy

VOCATIONAL/EMPLOYMENT

Job Readiness, Internships, Apprenticeships, Youth Employment Options, etc.

- Americorps
- Youthworks
- Rocky Mountain Youth Corps
- Innovate Educate Internships Connections
- NM Dept of Workforce Solutions
- Santa Fe Public Schools Work Based Learning

HOUSING ASSISTANCE

Shelters, Transitional Living, Supportive Housing, etc.

- Star Program
- Youthworks
- Consuelo's Place
- St. Elizabeth's
- Casa Hermosa
- Urban Alchemy
- CONNECT

FAMILY SUPPORT SERVICES

Parenting classes, Family Counseling, Parent Support Groups, etc.

- Youthworks
- SFCC
- Higher Education Department - GED
- The Peak
- Innovate Educate Pro Skills
- NM Connections
- E-Cademy (ABQ)
- Earthcare
- Grandparents Raising Grandchildren (Las Cumbres)

TRANSPORTATION

- Ride United
- Adam's Automotive (works directly with I+E)

NATIONAL

- National Resources/Legal/Liaison
- ChainBreakers
 - GoEducate.com

ASSET MAPPING

What services could the participants need?

NEXT STEPS

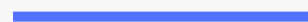
We are now accepting referrals

We are collectively designing interdependence in partnerships throughout the city/county to creatively braid funding streams

We are currently funded through FY26

The Department of Health is currently advocating for resources to continue this funding beyond FY26. We need your help in advocating for these lifesaving and life-changing programs as we head into City budget season.

THANK YOU



IN COMMUNITY

**QUALITY OF LIFE COMMITTEE
WEDNESDAY, OCTOBER 22, 2025, 5:00 PM
CITY COUNCIL CHAMBERS, CITY HALL
200 LINCOLN AVENUE, SANTA FE, NEW MEXICO**

1. CALL TO ORDER

A meeting of the Quality of Life Committee was called to order on Wednesday, October 22, 2025, at 5:05 pm, by Councilor Cassutt, Chair, at City Hall, in the City Council Chambers, 200 Lincoln Avenue, Santa Fe, New Mexico.

2. ROLL CALL

MEMBERS PRESENT

Councilor Jamie Cassutt, Chair
Councilor Pilar Faulkner
Councilor Alma Castro
Councilor Michael Garcia
Councilor Amanda Chavez

OTHERS PRESENT

Elisa Montoya, Director, Community Development Department
Henri Hammond Paul, Director, Community Services Department
Marcella Apodaca, Committee Liaison

3. APPROVAL OF AGENDA

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Councilor Faulkner, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

4. APPROVAL OF CONSENT AGENDA

Chair Cassutt said she pulled item 8 (N) for discussion.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve the consent agenda as amended.

VOTE The motion passed on a roll call vote as follows:

Councilor Faulkner, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

5. PRESENTATIONS

A. SANTA FE COMMUNITY COLLEGE APRENDE PROGRAM EVALUATION REPORT

Given.

6. ACTION ITEMS: CONSENT AGENDA

A. REQUEST FOR APPROVAL OF THE OCTOBER 1, 2025, QUALITY OF LIFE COMMITTEE MEETING MINUTES.

Approved on consent.

B. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$92,509 FROM THE GENERAL FUND BALANCE TO THE MUNICIPAL COURT BUDGET.

Approved on consent.

C. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$1,584,933 TO RE-APPROPRIATE THE ECONOMIC DEVELOPMENT FY 25 ONE-TIME FUNDING TO THE FY 26 BUDGET FOR SMALL BUSINESS MITIGATION AND WORKFORCE DEVELOPMENT.

Approved on consent.

D. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$168,568 TO RE-APPROPRIATE THE UNUSED BALANCE FROM FY25 GENERAL FUND APPROPRIATION TO FY 26 TO FUND PREVIOUSLY EXISTING CONTRACTS.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO ITEM #23-0375 WITH HOMEWISE TO INCREASE THE COMPENSATION BY \$190,000 FOR A NEW TOTAL CONTRACT AMOUNT OF \$760,000 AND

TO EXTEND THE TERM THROUGH JUNE 30, 2026 TO PROVIDE HOMEBUYER/OWNER SUPPORT SERVICES TO RESIDENTS OF SANTA FE WITH LOW AND MODERATE INCOMES.

Approved on consent.

- F. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO ITEM #22-0376 WITH THE HOUSING TRUST TO INCREASE THE COMPENSATION BY \$110,000 FOR A NEW TOTAL CONTRACT AMOUNT OF \$440,000 AND TO EXTEND THE TERM THROUGH JUNE 30, 2026, TO PROVIDE HOMEBUYER/OWNER SUPPORT SERVICES TO RESIDENTS OF SANTA FE WITH LOW AND MODERATE INCOMES.**

Approved on consent.

- G. REQUEST FOR APPROVAL OF INTERGOVERNMENTAL AGREEMENT BETWEEN THE FIRST JUDICIAL DISTRICT ATTORNEY'S OFFICE AND SANTA FE COUNTY TO COLLABORATIVELY IMPLEMENT, SUSTAIN, AND EVALUATE TWO PROGRAMS: THE YOUTH COMMUNITY VIOLENCE INITIATIVE AND A YOUTH DIVERSION INITIATIVE KNOWN AS UPLIFT YOUTH TO REDUCE YOUTH INVOLVEMENT IN VIOLENCE AND THE JUVENILE JUSTICE SYSTEM THROUGH PROACTIVE, TRAUMA-INFORMED, AND COMMUNITY-CENTERED APPROACHES, FOR A TERM ENDING ON DECEMBER 31, 2025.**

Approved on consent.

- H. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO ITEM #24-0596 INTERGOVERNMENTAL AGREEMENT WITH THE NEW MEXICO CHILDREN, YOUTH AND FAMILIES DEPARTMENT TO DECREASE THE FY26 BUDGET FROM \$316,342 TO \$218,822 FOR ALTERNATIVE TO DETENTION SERVICES IN THE CITY OF SANTA FE.**

Approved on consent.

- I. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING FROM FY25 IN THE AMOUNT OF \$6,656,267 TO FY26 FOR HOMELESSNESS SERVICE CONTRACTS.**

Approved on consent.

- J. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING FROM FY25 IN THE AMOUNT OF \$200,000 TO FY26 FOR ONE-TIME MIDYEAR FUNDING FOR THE CITY'S AFTERSCHOOL PROGRAM.**

Approved on consent.

- K. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) TO RE-APPROPRIATE UNUSED FUNDING IN THE AMOUNT OF \$175,000 FROM FY 25 TEEN CENTER REMODEL AND REPLACEMENT TO FY26 ICE ARENA REPAIR AND MAINTENANCE.**

Approved on consent.

- L. REQUEST FOR APPROVAL OF A BUDGET AMENDMENT RESOLUTION (BAR) IN THE TOTAL AMOUNT OF \$609,755 FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET TO ACCOUNT FOR THE AMOUNT AWARDED FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT.**

Approved on consent.

- M. CONSIDERATION OF BILL NO. 2025-6. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL RELATING TO THE SANTA FE TRAFFIC OPERATIONS PROGRAM; AMENDING SECTION 24-4 TO REMOVE THE REQUIREMENT FOR POLICE DEPARTMENT OVERSIGHT; PROVIDE FOR THE USE OF CAMERAS THAT DETECT VEHICLE NOISE VIOLATIONS USING AN AUTOMATED COMPLIANCE ENFORCEMENT SYSTEM; AND IMPOSE A FIND FOR SYSTEM-DETECTED VEHICLE NOISE VIOLATIONS.**

Approved on consent.

- N. CONSIDERATION OF BILL NO. 2025-21. ADOPTION OF ORDINANCE NO. 2025-_____. A BILL AMENDING SFCC 1987, SECTION 28-1.5 ("LIVING WAGE ORDINANCE"), TO INCREASE THE CITY'S BASE MINIMUM WAGE AND UPDATE THE FORMULA FOR CALCULATING THE MINIMUM WAGE ANNUALLY.**

MOTION A motion was made by Councilor Chavez, seconded by Councilor Castro, to approve Bill No. 2025-21.

Chair Cassutt introduced Amendment C.

MOTION A motion was made by Councilor Castro, seconded by Councilor Chavez, to approve Amendment C.

VOTE The motion passed on a roll call vote as follows:

Councilor Faulkner, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

Councilor Faulkner introduced Amendment D.

MOTION A motion was made by Councilor Castro, seconded by Chair Cassutt, to deny Amendment D.

VOTE The motion failed on a roll call vote as follows:

Councilor Faulkner, no; Councilor Castro, yes; Councilor Michael Garcia, abstained; Councilor Chavez, no; Chair Cassutt, yes.

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Amendment D.

VOTE The motion failed on a roll call vote as follows:

Councilor Faulkner, no; Councilor Castro, no; Councilor Michael Garcia, no; Councilor Chavez, yes; Chair Cassutt, no.

Chair Cassutt introduced Amendment E

MOTION A motion was made by Councilor Faulkner, seconded by Councilor Chavez, to approve Amendment E.

VOTE The motion passed on a roll call vote as follows:

Councilor Faulkner, yes; Councilor Castro, no; Councilor Michael Garcia, no; Councilor Chavez, yes; Chair Cassutt, yes.

VOTE ON THE MAIN MOTION AS AMENDED

VOTE The motion passed on a roll call vote as follows:

Councilor Faulkner, yes; Councilor Castro, yes; Councilor Michael Garcia, yes; Councilor Chavez, yes; Chair Cassutt, yes.

O. CONSIDERATION OF BILL NO. 2024-17. ADOPTION OF ORDINANCE NO.

2025-_____. A BILL REPEALING AND REPLACING SFCC 1987 CHAPTER 14 (“LAND DEVELOPMENT CODE”); CLARIFYING AND CONSOLIDATING VARIOUS REFERENCES TO CODE VIOLATIONS INTO ONE VIOLATIONS SECTION; SPECIFYING THAT THE APPLICANT OR THE PROPERTY OWNER HAVE THE BURDEN OF PROOF FOR ESTABLISHING LEGAL NON-CONFORMITIES; REDUCING THE EARLY NEIGHBORHOOD NOTIFICATION REQUIREMENT FOR CITY CAPITAL IMPROVEMENT PROJECTS TO THOSE EXCEEDING TWO HUNDRED AND FIFTY THOUSAND DOLLARS; RENAMING “SPECIAL USE PERMIT” TO “CONDITIONAL USE PERMIT”, REMOVING HISTORIC DISTRICT REVIEW BOARD’S (HDRB) AUTHORITY TO RECOMMEND PERSONAL PROPERTY ACQUISITIONS; REQUIRING ARCHAEOLOGISTS TO HOLD A NEW MEXICO STATE BURIAL EXCAVATION PERMIT FOR CERTAIN WORK; REMOVING WAIVERS OF QUALIFICATIONS FOR ARCHAEOLOGISTS BY ARCHAEOLOGICAL REVIEW COMMITTEE; INCREASING PERMITTED BUILDING HEIGHTS FOR RESIDENTIAL DISTRICTS AND NON-RESIDENTIAL DEVELOPMENT; ESTABLISHING DENSITIES AND HEIGHT BY RIGHT FOR CERTAIN RESIDENTIAL ZONES EXCEEDING TEN UNITS PER ACRE; CREATING A PARKS AND OPEN SPACE ZONING DISTRICT; PERMITTING ADDITIONAL FLEXIBILITY FOR CERTAIN STRUCTURES AND SITUATIONS REGARDING SETBACKS; ELIMINATING RESIDENTIAL SUITE HOTEL/MOTEL AND ECOLOGICAL RESOURCE PROTECTION OVERLAY ZONING DISTRICTS; REDUCING THE LENGTH AT WHICH AN ARCHAEOLOGICAL CLEARANCE PERMIT IS REQUIRED FOR SEWER AND UTILITY MAIN CONSTRUCTION; REMOVING ALCOHOL SALE REGULATIONS IN THE AIRPORT ROAD OVERLAY; IDENTIFYING A STRATEGY TO REVIEW AND APPROVE LAND USES NOT SPECIFICALLY LISTED IN THE “SUMMARY TABLE OF ALLOWED USES”, CLARIFYING THAT DUPLEXES, TRIPLEXES, TOWN HOMES, AND RESIDENTIAL COMPLEXES ARE PERMITTED USES; CREATING USE CATEGORIES AND SUBCATEGORIES AND REORGANIZING SOME EXISTING USED INTO NEW CATEGORIES WITHIN THE TABLE OF ALLOWED USES; REQUIRING TREES TO BE INTEGRATED INTO STORMWATER INFRASTRUCTURE IN THE AIRPORT ROAD OVERLAY DISTRICT; REMOVING CERTAIN PROHIBITIONS FOR VEHICLE PARKING AT RESIDENCES; ALLOWING ACCESSORY DWELLING UNITS TO BE THE MAXIMUM ALLOWABLE HEIGHT OF THE ZONING DISTRICT; ESTABLISHING DESIGN AND DIMENSIONAL STANDARDS FOR RESIDENTIAL COMPOUND DEVELOPMENT; REGULATING IN-GROUND AND ABOVE THE GROUND POOLS; REGULATING AGRICULTURAL HOME OCCUPATIONS; REASSIGNING THE USE, “LABORATORY, RESEARCH OR TESTING” FROM INDUSTRIAL TO COMMERCIAL; REGULATING OUTDOOR DINING; UPDATING TELECOMMUNICATION FACILITIES CODE TO BE CONSISTENT WITH FEDERAL STANDARDS; ESTABLISHING NEW

SUBDISTRICT REGULATIONS IN THE HISTORIC DISTRICT OVERLAYS; SPECIFYING PRIMARY FACADES ON CONTRIBUTING STRUCTURES; UPDATING DEFINITIONS FOR FACADE AND ELEVATION; PROHIBITING ENCLOSURE OF EXISTING PORCHES AND PORTALS ON PRIMARY FACADES OF CONTRIBUTING STRICTURES; REQUIRING WINDOW DEPTH AND OTHER CHARACTERISTICS OF WINDOWS AND DOORS BE PRESERVED IN HISTORIC DISTRICTS; INCREASING AFFORDABILITY INCENTIVES, INCLUDING ADMINISTRATIVE REVIEW AND DENSITY BONUSES; SPECIFYING THAT OPEN SPACE REQUIREMENTS IN THE C-2 DISTRICT ARE PER DWELLING UNIT; EXPANDING OPTIONS TO REDUCE ON-SITE PARKING AND EXEMPTING THE BUSINESS CAPITAL DISTRICT FROM PARKING REQUIREMENTS IN TABLE 7-4; REDUCING REQUIRED OFF-STREET PARKING SPACES; REQUIRING ELECTRIC VEHICLE CHARGING STATIONS FOR ALL NEW DEVELOPMENTS; DISTINGUISHING PARKING REGULATIONS APPLICABLE TO BICYCLES FROM THOSE APPLICABLE TO VEHICLES, AND REQUIRING LONG-TERM BICYCLE STORAGE AND PARKING; ELIMINATING CONTENT-BASED SIGN RESTRICTIONS; IMPOSING A VARIETY OF NEW REGULATIONS PROTECTING THE CITY'S TERRAIN AND STORMWATER MANAGEMENT; IMPOSING NEW LANDSCAPING STANDARDS FOR PLANTS AND TREES; ELIMINATING ALLOWANCE FOR HIGH AND LOW PRESSURE SODIUM LAMPS AND MERCURY VAPOR, ADDING LED AS THE PERMITTED LAMP TYPE, AND DECREASING THE PERMITTED INCANDESCENT WATTS FROM 160 TO 150; SUNSETTING THE BUSINESS CAPITOL DISTRICT DESIGN REVIEW COMMITTEE AND LONG RANGE PLANNING SUBCOMMITTEE; DEFINING NUMEROUS TERMS; IMBEDDING GRAPHICAL DEPICTIONS OF PROCESSES; AND MAKING NON-SUBSTANTIVE CHAPTER ORGANIZATIONAL CHANGES.

Approved on consent.

7. ACTION ITEMS: DISCUSSION AGENDA

None.

8. PUBLIC HEARING

A. PUBLIC HEARING ABOUT THE CITY OF SANTA FE'S 2024-2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) IN ADVANCE OF CITY THAT IS SUBMITTED ANNUALLY TO THE US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD). THE CAPER IS AN ANNUAL REPORT REQUIRED BY HUD TO ASSESSING THE PROGRESS MADE IN CARRYING OUR HUD-FUNDED COMMUNITY DEVELOPMENT

PROGRAMS.

There was no public comment.

9. EXECUTIVE SESSION

None.

10. MATTERS FROM STAFF

Heard.

11. MATTERS FROM THE COMMITTEE

Heard.

12. MATTERS FROM THE CHAIR

Heard.

13. NEXT MEETING: WEDNESDAY, NOVEMBER 5, 2025

14. ADJOURN

There being no further business before the Committee, the meeting adjourned at 7:12 pm.

Councilor Jamie Cassutt, Chair

Elizabeth Martin

Elizabeth Martin (Oct 29, 2025 14:49:03 MDT)


Elizabeth Martin, Stenographer



The Purchasing Memo

Date: October 16, 2025

To: Governing Body
Finance Committee
Public Utilities / Public Works

From: Martin Valdez, ESD Fleet Manager 

Via: Jesse Roach, Interim Public Utilities Department Director 
Debora Trujillo, Environmental Services Division Director 

Subject: Purchase of One (1) Automated Side-Loading Collection Vehicle

Vendor Name: Pete’s Equipment Repair Inc.

Munis Vendor Number: 1488

ITEM AND ISSUE:

Public Utilities Department (ESD) respectfully requests your review and approval of the purchase of One (1) Automated Side-Loading Collection Vehicle in the Total Amount of \$372,062.47 excluding tax with Pete’s Equipment Repair, Inc. Via Sourcewell Cooperative Contract #110223-NWY, Expires December 28, 2027.

BACKGROUND AND SUMMARY:

Environmental Services seeks to purchase one Automated Side-Loading Collection Vehicle to replace an existing vehicle that was decommissioned due to consistently high maintenance costs and is no longer financially viable to operate. The retired vehicle has already been sent to auction. The department proposes acquiring this replacement vehicle from Pete’s Equipment Repair Inc., which currently has the unit in stock and is available for immediate delivery upon receipt of payment. This acquisition is particularly advantageous to the City of Santa Fe because the vehicle was originally spec’d and built for another New Mexico municipality, which ultimately cancelled the order. As a result, the vehicle is being offered to the City at a significantly reduced price. This purchase will not only fill the operational gap left by the decommissioned unit but also support the department’s ongoing efforts to modernize its fleet, reduce operational costs, and maintain a high level of service to the community.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

Fund Name/Number: ESD Enterprise Fund / Fund 510

Munis Org Name/Number: ESD Recycling Collections / 5100334

Munis Object Name/Number: Vehicles > 1.5 / 571000

Budget Officer / Designee: Andy Hopkins Date: 10/17/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was: **Sourcewell Cooperative Contract #110223-NWY, Expires December 28, 2027.**

Chief Procurement Officer (CPO) / Designee: JoAnn Lovato Montano Date: 10/20/2025

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: approved via email as shown below!

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: Ribeca Lovato-Samson Title: Accounting Manager Date: 10/20/2025

Comment/Exceptions: _____

ATTACHMENTS:

- Vendor's Quote
- Vendor's vehicle specifications
- Sourcewell Contract #110223-NWY
- Sourcewell Contract #110223-NWY Pricing
- Fleet Maintenance Manager's Memo

Pete's Equipment Repair, Inc.



1412 Broadway NE
Albuquerque, NM 87102
(505) 242-6969 Phone
(505) 242-4156 Fax
www.petesequip.com

Cleaning and Protecting Our Communities

October 16, 2025

City of Santa Fe
Martin Valdez, Project Administrator
Environmental Services Division
Public Utilities Department

Dear Mr. Valdez:

I am pleased to provide you with a quote for a New Way 31-yard ASL Sidewinder body mounted on a 2023 Autocar ACX64, w/Cummins L9 motor, 380 HP and Allison 4500 RDS Transmission. The price(s) for the New Way refuse body and Chassis is \$372,062.47. The final price includes the following New Way body options and features:

- 31 yrd, ASL Body
- Strobe Light Package, 2 round lights
- Arm Cycle Counter
- Arm Spill Shield
- Shovel Broom Rack
- Hopper Access Ladder
- Safety Vision Dual Camera
- Quick Disconnect Pressure Gauge
- Arm Control Joystick on Console
- Front Mount, Tandem Vane PTO
- LED Body lights
- Fire Extinguisher
- LED Mid Body back up lights
- Two Cleanout Shute extensions
- Steel Tool Box
- Trough Cleanout Tool
- 96 Gallon Arm, 6 x 6 Chains
- LED Work Lights
- Remote Grease Zerk, 2 locations
- Ext Warr, transmission, engine & exhaust

The purchase order should be addressed to Pete's Equipment Repair, Inc. as we are the sole dealer for New Way products in New Mexico. This quote is valid for 30 days from today's date and can be updated for you anytime. Subject to prior sale. If you have any questions, please give me or Laurie Rebarchik a call.

Thank you for this opportunity,

Pete Marquez, Sr.
President



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax

PETE'S EQUIPMENT REPAIR, Inc., Sourcewell Worksheet, City of Santa Fe, New Way ASL 10/16/2025

Sourcewell Contract #110223-NWY

1	9145	ASL, 31YD, (27 + 4 TG) CAN BUS	\$179,294.69	
1	STD	Complete Mount (Standard, No Charge)	\$0	
1	STD	96 Gallon Arm 6 x 6 Chains (standard)	\$0	
1	STD	Variable Grip Pressure	\$0	
1	STD	Tailgate Seal	\$0	
1	STD	Trough Cleanout Tool	\$0	
1	STD	Rake Teeth Breaker Bar	\$0	
1	STD	ARM Powder Coat (New Way Safety Yellow)	\$0	
1	STD	Front Mount, Tandem vane (bumper extended)	\$0	
1	STD	All LED Body Lights, Including Reverse and License Plate are included	\$0	
1	STD	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted upper tailgate) (standard)	\$0	
1	STD	Strobe Light Package (Integrated Strobe System) ((2) round lights mounted lower tailgate)	\$0	
1	STD	Upper Light Bar with (2) Stop/Tail Standard	\$0	
1	STD	Fire Extinguisher 10 Lbs. (standard on mounted units)	\$0	
1	STD	Triangle Kit (standard on mounted units)	\$0	
1	STD	Safety Vision DualCamera system w/7" Color Monitor Center Tailgate & hopper, upper left side	\$0	
1	STD	BODY Acrylic Urethane Enamel (White)	\$0	
1	STD	ARM Powder Coat (New Way Safety Yellow)	\$0	
1	STD	Electronic Filter By-Pass Indicator	\$0	
1	STD	High Temperature Fluid Indicator	\$0	
1	STD	Quick Disconnect Ports for Pressure Gauge	\$0	
1	STD	Arm Control Joystick on Console (standard)	\$0	
1	STD	Arm Cycle Counter	\$0	
1	STD	Hour Meter on PTO	\$0	
1	STD	User Manual	\$0	
1	STD	2-Year Cylinder Warranty (standard)	\$0	
1	STD	1-Year Body Warranty (standard)	\$0	
1	STD	1-Year Arm Warranty (standard)	\$0	
1	STD	1-Year Hydraulic Warranty (standard)	\$0	
1	131109	LED Mid Body Back-Up Lights Includes (2) Lights	\$559.51	
1	147520	LED Work Lights (1 Light in Hopper and 1 lower front bolster facing arm)	\$456.15	
1	130548	Remote Grease Zerk Tailgate & Upper Cylinder Hinge Pins	\$580.56	
1	133622	Arm Spill Shield (Standard Arm Only)	\$739.71	
2	126940	Cleanout shute extension - both sides	\$394.92	
1	147024	Hydraulic Hopper Cover - Steel	\$3,898.08	
1	137176	Hopper Access Ladder	\$887.43	
1	126277	Shovel/Broom Rack, Location	\$286.96	
1	124738	Quick Disconnect Pressure Gauge	\$158.28	
1	104252	Steel Tool Box 18x18x24	\$866.07	
		Total Body Price	\$188,122.36	\$188,122.36
		Sourcewell Discount 4%	(\$7,524.89)	(\$7,524.89)
		Non Contract Items Below		
1	CHASSIS	2023 Autocar ACX64, Incl 3 Year Extended Warranty on Transmission, Engine & Exhaust	\$209,465.00	
		Total Non Contracted Items	\$209,465.00	\$209,465.00
		Pete's Equipment Repair, Inc., Stock Discount	(\$22,000.00)	(\$22,000.00)
1	VDS-153	Freight Charges	\$4,000.00	\$4,000.00
1		PDI, Delivery and Training	\$0.00	\$0.00
		Sourcewell Price for 2024 New Way Automated Side Loader		\$372,062.47

Quote Valid for 30 Days, Subject to prior sale

CONFIDENTIAL

Pete's Equipment Repair, Inc.



1412 Broadway NE
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(505) 242-6969 Phone
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www.petesequip.com

Cleaning and Protecting Our Communities

October 16, 2025

City of Santa Fe
Martin Valdez, Project Administrator
Environmental Services Division
Public Utilities Department

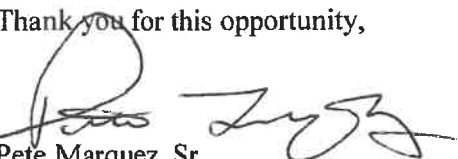
Dear Mr. Valdez:

I am pleased to provide you with a quote for a New Way 31-yard ASL Sidewinder body mounted on a 2023 Autocar ACX64, w/Cummins L9 motor, 380 HP and Allison 4500 RDS Transmission. The price(s) for the New Way refuse body and Chassis is \$372,062.47. The final price includes the following New Way body options and features:

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Thank you for this opportunity,


Pete Marquez, Sr.
President



1412 Broadway NE, Albuquerque, NM 87102 (505) 242-6969 Phone, (505) 242-4156 Fax

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (Supplier).

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcwell

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

DocuSigned by:
Don Ross
FDDEA3B770F6476...
By: _____
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:
Chad Coquette
48BAF71B0894454...
By: _____
Chad Coquette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

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

Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state: New Way Trucks
Address: 101 State Street
Scranton , IA 51462
Contact: Jesse Geeslin
Email: jgeeslin@newwayfleetforce.com
Phone: 715-321-6048
HST#: 42-0993825

Submission Details

Created On: Thursday September 14, 2023 12:13:18
Submitted On: Tuesday October 31, 2023 16:09:36
Submitted By: Sam Norland
Email: snorland@mcfamco.com
Transaction #: 581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address: 198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantomfg.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	<p>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>	<p>In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result.</p> <p>A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation.</p> <p>New Way Trucks is one of the fastest-growing companies in the \$100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence.</p> <p>New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe.</p> <p>Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton.</p> <p>Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients.</p> <p>New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.</p>
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11	What are your company's expectations in the event of an award?	<p>Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies.</p> <p>Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution.</p> <p>A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.</p>	*
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products.</p> <p>New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a \$3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion.</p> <p>In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia.</p> <p>New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.</p>	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations.</p> <p>The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network.</p> <p>New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise.</p> <p>The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.</p>
17	<p>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>	<p>The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions.</p> <p>New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry.</p> <p>In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.</p>

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

Line Item	Question	Response *
19	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards.</p> <p>New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period.</p> <p>Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection</p>

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1) New Way Trucks Parts</p> <p>2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network</p> <p>3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet.</p> <p>4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network.</p> <p>5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.</p>
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	<p>To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below.</p> <p>1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications.</p> <p>2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability.</p> <p>3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing.</p> <p>4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way.</p> <p>5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency.</p> <p>6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency.</p> <p>New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.</p>
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	<p>New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.</p>

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

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

Line Item	Category or Type	Offered *	Comments
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23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.</p>	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.</p>	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime.</p> <p>Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind.</p> <p>We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.</p>	*

26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*
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Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	<p>New Way Trucks provides the following solutions:</p> <p>A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor.</p> <p>B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.</p>	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p> <p>Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.</p>	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency’s location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p>	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries.</p> <p>Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured.</p> <p>All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.</p>	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.</p>	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over \$2,500.
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include.</p> <p>The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement.</p> <p>This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.</p>
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list.</p> <p>New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings.</p> <p>New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.</p>
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent.</p> <p>The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
43	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi.</p> <p>a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer</p> <p>b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, "demonstrating extraordinary service to the mission and goals of the organization."</p> <p>c. 2020: Prentiss County (Mississippi) Development Association's Industry of the Year for, "contributions made to the economy of Prentiss County in the areas of employment, investment, and community support."</p> <p>d. 2020: Prentiss County's Best New Business, as voted on by Booneville Banner Independent readers</p> <p>e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, "service to the technical division, support of SWANA's mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry."</p> <p>f. 2020: Don Ross elected to serve on the NWRA Board of Trustees</p> <p>g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors</p> <p>h. 2021-2022: Recognized as one of the Prentiss County Community's 2021 Business Newsmakers in consecutive years</p> <p>i. 2022: Voted Prentiss County's Best Place to Work by Booneville Banner Independent readers</p> <p>j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, "consistent support of the association."</p> <p>k. 2022: Don Ross elected Chairman of NWRA Board of Trustees</p> <p>l. 2023: Surpassed \$750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.</p>
44	What percentage of your sales are to the governmental sector in the past three years	<p>Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.</p>
45	What percentage of your sales are to the education sector in the past three years	<p>New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison.</p> <p>New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.</p>
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.</p>
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.</p>

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	\$6,707,874.07
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	\$5,328,418.67
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	\$4,483,038.69
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	\$4,356,101.35
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	\$3,414,034.12

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Statesboro, Georgia	Ronnie Lane	912.764.0681
City of Lakeland, Florida	Gene Ginn	863.834.8773
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790
City of Dallas, Texas	Vincent Olsen	214.671.9064

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
50	Sales force.	<p>New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America.</p> <p>Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.</p>
51	Dealer network or other distribution methods.	<p>New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada.</p> <p>Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles through Sourcewell.</p>
52	Service force.	<p>Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed.</p> <p>New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner.</p> <p>The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.</p>

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>New Way's Sourcewell order procedure includes six simple steps.</p> <ol style="list-style-type: none"> 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle. 	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network.</p> <p>In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.</p>	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country.</p> <p>Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over \$2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River.</p> <p>As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.</p>	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.	*

58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth!</p> <p>Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.</p>	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences.</p> <p>New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period.</p> <p>Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell.</p> <p>Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.</p>	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews.</p> <p>New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers.</p> <p>Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike.</p> <p>New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.</p>	*

62	<p>In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?</p>	<p>A Sourcwell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcwell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcwell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcwell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcwell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today.</p> <p>New Way Trucks highly values Sourcwell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers.</p> <p>Sourcwell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcwell. New Way distributors regularly attend Sourcwell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcwell trainings.</p> <p>We prominently place the Sourcwell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcwell Contract. New Way will continue to exhibit our partnership with Sourcwell at local, regional, and national training events and tradeshows. Sourcwell will remain a key fixture in New Way's sales process.</p>
63	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands- on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle.</p> <p>Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.</p>

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback.</p> <p>An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers.</p> <p>New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.</p>
66	Describe how the equipment you propose simplifies the operation for end-users.	<p>Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind.</p> <p>New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires.</p> <p>According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-right-sizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle.</p> <p>New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models.</p> <p>The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs.</p> <p>New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation.</p> <p>New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.</p>

<p>67</p>	<p>Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.</p>	<p>New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags.</p> <p>As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency.</p> <p>Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe.</p> <p>As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency.</p> <p>With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.</p>
<p>68</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings.</p> <p>A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full ejection capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets.</p> <p>The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates.</p> <p>New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.</p>

69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The industry's shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project.</p> <p>New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation.</p> <p>Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented.</p> <p>New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system.</p> <p>Ordering a BEV or CNG refuse truck from New Way assures you'll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations.</p> <p>As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.</p>	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women's Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attention to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready.</p> <p>Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this.</p> <p>Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sidelading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.</p>
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Table 14: Warranty

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

Line Item	Question	Response *
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73	Do your warranties cover all products, parts, and labor?	<p>New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts.</p> <p>Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM).</p> <p>Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out.</p> <p>Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty.</p> <p>When a warranty service is requested, the distributor shall:</p> <ul style="list-style-type: none"> Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form <p>For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.</p>
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way.</p> <p>New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.</p>
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis.</p> <p>New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following:</p> <p>Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint</p> <p>Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.</p>	*
78	What are your proposed exchange and return programs and policies?	<p>In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense.</p> <p>Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.</p>	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- [Pricing](#) - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- [Financial Strength and Stability](#) - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- [Marketing Plan/Samples](#) - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- [Standard Transaction Document Samples](#) - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- [Upload Additional Document](#) - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis

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

Vendor Details

Company Name: Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state: New Way Trucks
Address: 101 State Street
Scranton , IA 51462
Contact: Jesse Geeslin
Email: jgeeslin@newwayfleetforce.com
Phone: 715-321-6048
HST#: 42-0993825

Submission Details

Created On: Thursday September 14, 2023 12:13:18
Submitted On: Tuesday October 31, 2023 16:09:36
Submitted By: Sam Norland
Email: snorland@mcfamco.com
Transaction #: 581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address: 198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result.</p> <p>A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation.</p> <p>New Way Trucks is one of the fastest-growing companies in the \$100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence.</p> <p>New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe.</p> <p>Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton.</p> <p>Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients.</p> <p>New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.</p>
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11	What are your company's expectations in the event of an award?	<p>Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies.</p> <p>Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution.</p> <p>A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.</p>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products.</p> <p>New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a \$3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion.</p> <p>In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia.</p> <p>New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.</p>
13	What is your US market share for the solutions that you are proposing?	<p>According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations.</p> <p>The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end-users and Distributor Network.</p> <p>New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise.</p> <p>The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.</p>
17	<p>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>	<p>The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions.</p> <p>New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry.</p> <p>In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.</p>

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

Line Item	Question	Response *
19	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards.</p> <p>New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period.</p> <p>Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection</p>

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the-go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast.

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tipplers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tipplers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>1) New Way Trucks Parts</p> <p>2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network</p> <p>3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet.</p> <p>4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network.</p> <p>5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.</p>
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	<p>To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below.</p> <ol style="list-style-type: none"> 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. <p>New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.</p>
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.

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

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

Line Item	Category or Type	Offered *	Comments
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23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.</p>
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.</p>
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime.</p> <p>Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind.</p> <p>We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.</p>

26	Maintenance services	<input checked="" type="radio"/> Yes <input type="radio"/> No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.
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Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.

31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>New Way Trucks provides the following solutions:</p> <p>A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor.</p> <p>B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a "good" (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.</p>
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p> <p>Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.</p>
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency's location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.</p>
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries.</p> <p>Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured.</p> <p>All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.</p>
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.</p>

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over \$2,500.
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include.</p> <p>The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement.</p> <p>This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.</p>
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	<p>New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list.</p> <p>New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings.</p> <p>New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.</p>
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent.</p> <p>The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.</p>

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
43	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi.</p> <p>a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer</p> <p>b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, "demonstrating extraordinary service to the mission and goals of the organization."</p> <p>c. 2020: Prentiss County (Mississippi) Development Association's Industry of the Year for, "contributions made to the economy of Prentiss County in the areas of employment, investment, and community support."</p> <p>d. 2020: Prentiss County's Best New Business, as voted on by Booneville Banner Independent readers</p> <p>e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, "service to the technical division, support of SWANA's mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry."</p> <p>f. 2020: Don Ross elected to serve on the NWRA Board of Trustees</p> <p>g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors</p> <p>h. 2021-2022: Recognized as one of the Prentiss County Community's 2021 Business Newsmakers in consecutive years</p> <p>i. 2022: Voted Prentiss County's Best Place to Work by Booneville Banner Independent readers</p> <p>j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, "consistent support of the association."</p> <p>k. 2022: Don Ross elected Chairman of NWRA Board of Trustees</p> <p>l. 2023: Surpassed \$750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.</p>
44	What percentage of your sales are to the governmental sector in the past three years	<p>Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.</p>
45	What percentage of your sales are to the education sector in the past three years	<p>New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison.</p> <p>New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.</p>
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.</p>
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.</p>

Table 9: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	\$6,707,874.07
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	\$5,328,418.67
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	\$4,483,038.69
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	\$4,356,101.35
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	\$3,414,034.12

Table 10: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
City of Statesboro, Georgia	Ronnie Lane	912.764.0681
City of Lakeland, Florida	Gene Ginn	863.834.8773
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790
City of Dallas, Texas	Vincent Olsen	214.671.9064

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
50	Sales force.	<p>New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America.</p> <p>Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.</p>
51	Dealer network or other distribution methods.	<p>New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada.</p> <p>Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles through Sourcewell.</p>
52	Service force.	<p>Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed.</p> <p>New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner.</p> <p>The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.</p>

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>New Way's Sourcewell order procedure includes six simple steps.</p> <ol style="list-style-type: none"> 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network.</p> <p>In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.</p>
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country.</p> <p>Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over \$2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River.</p> <p>As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.</p>
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.</p>
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.</p>

58	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcwell contract.
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth!</p> <p>Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.</p>

Table 12: Marketing Plan

Line Item	Question	Response *
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Sourcwell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcwell (newwaytrucks.com/sourcwell). For the past nine years, we have included the NJPA /Sourcwell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences.</p> <p>New Way has also partnered with Sourcwell to present the benefits of being a Sourcwell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period.</p> <p>Additionally, New Way will continue to participate in nationwide Sourcwell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcwell.</p> <p>Please review samples of our numerous co-branding efforts with Sourcwell in the document upload section.</p>
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcwell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews.</p> <p>New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers.</p> <p>Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike.</p> <p>New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.</p>

62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today.</p> <p>New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers.</p> <p>Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings.</p> <p>We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshow. Sourcewell will remain a key fixture in New Way's sales process.</p>
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.</p>

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands-on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle.</p> <p>Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.</p>

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	<p>New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback.</p> <p>An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers.</p> <p>New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.</p>
66	Describe how the equipment you propose simplifies the operation for end-users.	<p>Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind.</p> <p>New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires.</p> <p>According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle.</p> <p>New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models.</p> <p>The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs.</p> <p>New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation.</p> <p>New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.</p>

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	<p>New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags.</p> <p>As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency.</p> <p>Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe.</p> <p>As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency.</p> <p>With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.</p>
68	Describe any technological advances that your proposed products or services offer.	<p>New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings.</p> <p>A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets.</p> <p>The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates.</p> <p>New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.</p>

69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.</p>
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>The industry's shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project.</p> <p>New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation.</p> <p>Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented.</p> <p>New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system.</p> <p>Ordering a BEV or CNG refuse truck from New Way assures you'll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations.</p> <p>As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.</p>
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women's Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women's Council, and we are honored to employ several active-duty U.S. military members and veterans.</p>

72	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attention to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready.</p> <p>Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this.</p> <p>Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.</p>
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Table 14: Warranty

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

Line Item	Question	Response *
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73	Do your warranties cover all products, parts, and labor?	<p>New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts.</p> <p>Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM).</p> <p>Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out.</p> <p>Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty.</p> <p>When a warranty service is requested, the distributor shall:</p> <p>Verify warranty eligibility of the machine to be serviced per previous sections</p> <p>Diagnose the problem to determine that the service is warrantable</p> <p>Ensure that the parts necessary to perform the repair are available</p> <p>Provide the necessary repair services</p> <p>Complete and submit the Warranty Request Form</p> <p>For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.</p>
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way.</p> <p>New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.</p>
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis.</p> <p>New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following:</p> <p>Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint</p> <p>Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.</p>
78	What are your proposed exchange and return programs and policies?	<p>In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense.</p> <p>Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.</p>
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- [Financial Strength and Stability](#) - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- [Marketing Plan/Samples](#) - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- [Standard Transaction Document Samples](#) - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- [Upload Additional Document](#) - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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

From: [VALDEZ, MARTIN J.](#)
To: [JARAMILLO, DAVID M.](#)
Subject: RE: Fleet Approvals New Vehicle
Date: Thursday, September 18, 2025 10:37:00 AM

Thanks David.

From: JARAMILLO, DAVID M. <dmjaramillo@santafenm.gov>
Sent: Thursday, September 18, 2025 9:55 AM
To: VALDEZ, MARTIN J. <mjvaldez@santafenm.gov>
Subject: Fleet Approvals New Vehicle

To whom it may concern,

I am writing to express that in the case of **ESD, Fire, Transit, Airport, Complete streets 1 ton and above**, I'm not required to review any of their purchases. This is because I don't over see their fleet or manage those assets.

Please reach out if you have any questions.

David Jaramillo


Fleet section manager

(505)4704682

(505)9552351

Signature: Martin J Valdez
Martin J Valdez (Oct 16, 2025 15:02:34 MDT)
Email: mjvaldez@santafenm.gov

Signature: DEBORA TRUJILLO
DEBORA TRUJILLO (Oct 16, 2025 16:11:31 MDT)
Email: dctrujillo@santafenm.gov

Signature: 
Email: jdroach@santafenm.gov









PURCHASING MEMO FOR PETES EQUIPMENT FY26

Final Audit Report

2025-10-16

Created:	2025-10-16
By:	Martin J Valdez (mjvaldez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPGXveLeRcvVAeV-1bPuf4BafIqGah_V

"PURCHASING MEMO FOR PETES EQUIPMENT FY26" History

-  Document created by MARTIN VALDEZ (mjvaldez@santafenm.gov)
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-  Document emailed to MARTIN VALDEZ (mjvaldez@santafenm.gov) for signature
2025-10-16 - 9:01:32 PM GMT
-  Signer MARTIN VALDEZ (mjvaldez@santafenm.gov) entered name at signing as Martin J Valdez
2025-10-16 - 9:02:32 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Martin J Valdez (mjvaldez@santafenm.gov)
Signature Date: 2025-10-16 - 9:02:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to DEBORA TRUJILLO (dctrujillo@santafenm.gov) for signature
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2025-10-16 - 10:11:32 PM GMT
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Signature Date: 2025-10-16 - 10:57:18 PM GMT - Time Source: server- IP address: 63.232.20.2

✔ Agreement completed.

2025-10-16 - 10:57:18 PM GMT



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Adobe
Acrobat Sign












GB - 550- PETES_EQUIPMENT

Final Audit Report

2025-10-20

Created:	2025-10-17
By:	ALYSSA PEREZ (aeperez@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAND9OY1rwIDLu8kv7XOtCZzLoIMFVc7Oy

"GB - 550- PETES_EQUIPMENT" History

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-  Document emailed to ALYSSA PEREZ (aeperez@santafenm.gov) for filling
2025-10-17 - 4:52:41 PM GMT
-  Form filled by ALYSSA PEREZ (aeperez@santafenm.gov)
Form filling Date: 2025-10-17 - 4:52:55 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document sent to ALEXIS LOTERO (aclotero@santafenm.gov) and ajhopkins@santafenm.gov
ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature. One of them to sign
2025-10-17 - 4:52:58 PM GMT
-  Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-17 - 4:53:03 PM GMT- IP address: 51.54.38.120
-  Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-17 - 4:53:05 PM GMT
-  Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-17 - 4:53:10 PM GMT
-  Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
Signature Date: 2025-10-17 - 5:12:48 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov) for signature
2025-10-17 - 5:12:52 PM GMT
-  Email sent to governingbody@santafenm.gov bounced and could not be delivered
2025-10-17 - 5:13:10 PM GMT
-  Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered
2025-10-17 - 5:13:11 PM GMT




Powered by
Adobe
Acrobat Sign

 Email viewed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)


2025-10-20 - 2:10:46 PM GMT- IP address: 104.47.65.254

 Document e-signed by Rebecca Lovato-Sanouvong (ralovatosanouvong@santafenm.gov)

Signature Date: 2025-10-20 - 2:11:20 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document sent to JoAnn Lovato (jdlovato@santafenm.gov) and Travis Dutton-Leyda (tkduttonleyda@santafenm.gov) for signature. One of them to sign

2025-10-20 - 2:11:25 PM GMT

 Email sent to governingbody@santafenm.gov bounced and could not be delivered


2025-10-20 - 2:11:30 PM GMT

 Email sent to financecommitteemeeting@santafenm.gov bounced and could not be delivered

2025-10-20 - 2:11:35 PM GMT

 Email viewed by JoAnn Lovato (jdlovato@santafenm.gov)

2025-10-20 - 4:37:21 PM GMT- IP address: 73.228.7.52

 Document e-signed by JoAnn Lovato (jdlovato@santafenm.gov)

Signature Date: 2025-10-20 - 4:39:26 PM GMT - Time Source: server- IP address: 73.228.7.52

 Agreement completed.

2025-10-20 - 4:39:26 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: October 8, 2025

TO: Andy Hopkins, Budget Officer

FROM: Roberta Catanach, Contract Administrator, Office of Affordable Housing

ACTION REQUESTED:

Approve the FY26 Budget Adjustment Resolution (BAR) in the amount of \$844,469.

Org/Obj 3459980.572970 \$844,469

ITEM AND ISSUE:

The purpose of this BAR is to re-appropriate / carry forward the remaining Office of Affordable Housing Capital Outlay FY25 Budget totaling \$844,469 into the FY26 budget.

Account

Fund	<input type="text" value="345"/>	...	COMDEV	Acct
Org	<input type="text" value="3459980"/>	...	HousingCIP	Acct
Object	<input type="text" value="572970"/>	...	WIP Constr	Type
Project	<input type="text"/>	...	<input type="button" value="📄"/>	Rollu
				Sub-f

4 Year Comparison

Current Year

History

Yr/Per 2025/01	Fiscal Year 2025	
Original Budget	<input type="text" value=".00"/>	<input type="button" value="📄"/>
Transfers In	<input type="text" value="768,095.00"/>	<input type="button" value="📄"/>
Transfers Out	<input type="text" value="-105,027.00"/>	<input type="button" value="📄"/>
Revised Budget	<input type="text" value="663,068.00"/>	<input type="button" value="📄"/>
Actual (Memo)	<input type="text" value="-181,401.48"/>	<input type="button" value="📄"/>
Encumbrances	<input type="text" value=".00"/>	<input type="button" value="📄"/>
Requisitions	<input type="text" value=".00"/>	<input type="button" value="📄"/>
Available	<input type="text" value="844,469.48"/>	<input type="button" value="📄"/>
Percent used	<input type="text" value="-27.36"/>	


(1) JL Gray BAR - \$844,469 - Capitol Outlay


Final Audit Report


2025-10-09


Created:	2025-10-09
By:	Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuyVrlvSf9anqTTNwfWfOeRNOWGvYXBjH


"(1) JL Gray BAR - \$844,469 - Capitol Outlay" History


 Document created by Roberta Catanach (rlcatanach@ci.santa-fe.nm.us)
2025-10-09 - 5:29:20 PM GMT- IP address: 63.232.20.2


 Document emailed to fachavez@santafenm.gov for signature
2025-10-09 - 5:30:58 PM GMT


 Email viewed by fachavez@santafenm.gov
2025-10-09 - 5:33:59 PM GMT- IP address: 104.47.65.254


 Signer fachavez@santafenm.gov entered name at signing as Favila A. Chavez
2025-10-09 - 5:34:34 PM GMT- IP address: 45.231.170.203


 Document e-signed by Favila A. Chavez (fachavez@santafenm.gov)
Signature Date: 2025-10-09 - 5:34:36 PM GMT - Time Source: server- IP address: 45.231.170.203


 Document emailed to edmontoya1@santafenm.gov for signature
2025-10-09 - 5:34:38 PM GMT

 Email viewed by edmontoya1@santafenm.gov
2025-10-09 - 7:30:15 PM GMT- IP address: 104.47.64.254


 Signer edmontoya1@santafenm.gov entered name at signing as Elisa D. Montoya
2025-10-09 - 7:30:48 PM GMT- IP address: 63.232.20.2

 Document e-signed by Elisa D. Montoya (edmontoya1@santafenm.gov)
Signature Date: 2025-10-09 - 7:30:50 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature
2025-10-09 - 7:30:51 PM GMT

 Email viewed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)
2025-10-09 - 8:03:43 PM GMT- IP address: 104.47.65.254



 Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2025-10-09 - 8:05:39 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2025-10-09 - 8:05:39 PM GMT



City of Santa Fe, New Mexico

Memorandum



DATE: October 8, 2025

TO: Andy Hopkins, Budget Officer

FROM: Roberta Catanach, Project Administrator, Office of Affordable Housing *RC*

ACTION REQUESTED:

Approve the FY265 Budget Adjustment Resolution (BAR) in the amount of 1,613,334 (Org/Obj 2400223.510500).

ITEM AND ISSUE:

The purpose of this BAR is to re-appropriate / carry forward the remaining Affordable Housing Trust Fund (AHTF) FY25 Budget totaling \$1,613,334 into the FY26 budget.

- \$1,000,000 – Carry over for SF Civic Housing Authority – support the financing, construction and/or rehab of the Country Club Apts and Ocate Apts
- \$441,036 – Amendment for JL Gary – Bella Luz – to pay soft costs associated with the rehabilitation of the Lamplighter Inn
- \$172,298 – Unallocated funds

Fund	<input type="text" value="240"/>	...	COMDEV	/
Org	<input type="text" value="2400223"/>	...	AH Trust	/
Object	<input type="text" value="510500"/>	...	Subsidies	1
Project	<input type="text"/>	...		F
				S

<u>4 Year Comparison</u>	Current Year	Historical
Yr/Per 2025/01	Fiscal Year 2025	
Original Budget	<input type="text" value="2,908,166.00"/>	
Transfers In	<input type="text" value="3,019,378.00"/>	
Transfers Out	<input type="text" value=".00"/>	
Revised Budget	<input type="text" value="5,927,544.00"/>	
Actual (Memo)	<input type="text" value="4,314,208.41"/>	
Encumbrances	<input type="text" value="1,441,036.99"/>	
Requisitions	<input type="text" value=".00"/>	
Available	<input type="text" value="172,298.60"/>	
Percent used	<input type="text" value="97.09"/>	



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909
www.santafenm.gov

Alan Webber, Mayor

Councilors:

- Signe I. Lindell, Mayor Pro Tem, District 1
- Alma G. Castro, District 1
- Michael J. Garcia, District 2
- Carol Romero-Wirth, District 2
- Lee Garcia, District 3
- Pilar F.H. Faulkner, District 3
- Jamie Cassutt, District 4
- Amanda Chavez, District 4

Date: October 22, 2025

To: Mayor Alan Webber and Governing Body
Finance and Quality of Life Committees

Via: Carly Venditti, Asset Development Manager, Metropolitan Redevelopment Agency *CAV* _____

From: Terry Lease, Manager, Asset Development *TL* _____
Nina Nguyen, Project Manager, Asset Development *NAN* _____

Subject: Amendment 6 to Amended and Restated Lease Agreement Between The City of Santa Fe and Santa Fe Recovery Center, Inc.

Vendor Name: Santa Fe Recovery Center, Inc.

Vendor Number: 2761

ITEM AND ISSUE:

Metropolitan Redevelopment Agency respectfully requests your review and approval of Amendment 6 to the Amended and Restated Lease Agreement Between the City of Santa Fe and Santa Fe Recovery Center, Inc. to reduce the size of the premises and extend the term; (Terry Lease, tjlease@santafenm.gov, (505) 629-2206; Nina Nguyen, nangyen@santafenm.gov, (505) 819-1870)

CONTRACT NUMBER:

The original Item number for the Amended and Restated Lease Agreement is 19-0872.

BACKGROUND AND SUMMARY:

On November 15, 2019, the City of Santa Fe (“City”) and Santa Fe Recovery Center, Inc. (“SFRC”), a New Mexico non-profit corporation, entered into an amended and restated lease agreement (Item #19-0872) to occupy City owned buildings located at 1600 St. Michael’s Drive on the former campus of the Santa Fe University of Art & Design. The lease agreement was for Buildings 6B-1 and 6B-2, an adjacent laundry/office accessory building, and a portion of Building 12 (King Hall). The initial term was six months with two optional terms of six months each.

Amendment No. 1 (August 26, 2020, Item #20-0442) allowed SFRC to occupy 6,000 additional square footage in Building 12 (King Hall) to expand their treatment facility, and adjusted rent and terms for partial vacation of some space. Amendment No. 2 (December 16, 2020, Item #20-0692) allowed SFRC to further expand their operations within King Hall and adjusted the term to end May 31, 2021. Amendment No. 3 (August 31, 2022, Item #22-0415)

adjusted rent and extended the term of their lease agreement through November 1, 2023. Amendment No. 4 (November 16, 2023, Item #23-0467) extended the term of their lease agreement through November 1, 2024. Amendment No. 5 (December 15, 2024, Item #24-0712) terminates on February 1, 2025 for the Student Apartments and September 1, 2025 for King Hall, with no provision for extension. Amendment No. 6 will be effective with the date of final signature and will reduce the premises and extend the Lease to January 15, 2026.

PRIOR APPROVALS AND SUPPORTING INFORMATION:

FUNDING SOURCE:

\$\$\$\$ SOURCE/REVENUE: Expense Revenue

Munis Org Name/Number: 5256175

Munis Object Name/Number: 460150

Budget Officer / Designee: Andy Hopkins Date: 10/22/2025

Budget Officer Comment/Exceptions: _____

PROCUREMENT METHOD:

The procurement method used was NMSA 1978, Section 13-1-98, Exempt

Real Property is exempt from Procurement.

Chief Procurement Officer (CPO) / Designee: N/A - Exempt Date: _____

CPO Comment/Exceptions: _____

ASSOCIATED APPROVALS:

IT Components included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Vehicles included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Construction to City Facilities, Furniture, and/or Fixtures included? Yes | No

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this an externally funded purchase? Yes | No

If yes, what is the issuing agency: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

Is this a Capital Asset or Project? Yes | No

Project Ledger Number: _____

Approval: _____ Title: _____ Date: _____

Comment/Exceptions: _____

ATTACHMENTS:

- Amendment #6
- Amended and Restated Lease plus all previous Amendments
- Insurance Certificate
- Real Property Determination

**AMENDMENT 6 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 6 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City" or "Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

- A. Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs located at the Lessor owned facility located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe; and
- B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and
- C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and
- D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and
- E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and
- F. On December 15, 2024, Amendment 5 was executed by the Parties to increase the size of the premises and to extend the term of the Lease Agreement; and
- G. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the

Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

- A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet (“Premises”). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.
- B. And furnishings as contained in the Premises described above.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

- A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on January 15, 2026.

3. **Article 4 (USE OF PREMISES) D (Repairs and Maintenance)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Lessee is responsible for all building repairs, maintenance, security, and replacement for the roof, windows, doors, interior space, and general building envelope, as well as the building’s HVAC, plumbing, electrical, and communication systems. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.

Lessee shall contract directly with the current vendor for the City, American Fire Protection Group, for the operation, maintenance and monitoring of the existing fire/life safety system.

Lessee shall be responsible for landscaping, plants between the building and the sidewalk along the entire perimeter of the building, and snow removal for the areas directly adjacent to King Hall.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee’s compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to Lessor, as determined in Lessor’s sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

4. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

- A. Lessee shall pay Monthly Base Rent for King Hall of \$9,789.37 (\$117,472.38 annually).
- B. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #6, the Lease Agreement shall remain in full force and effect, in accordance with its terms.

REST OF THIS PAGE LEFT INTENTIONALLY BLANK
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,

Lessor: CITY OF SANTA FE

Lessee: SANTA FE RECOVERY CENTER, INC.

By _____
ALAN WEBBER, MAYOR

By  _____
STACY MARTIN, CEO

ATTEST:

By _____
ANDRÉA SALAZAR, CITY CLERK

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By  _____
Ruby Crews (Oct 9, 2025 13:49:23 MDT)
ASSISTANT CITY ATTORNEY

APPROVED:

EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

**AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDED AND RESTATED LEASE AGREEMENT ("Lease Agreement"), dated and effective as of 15th day of November, 2019, amends, restates, supersedes and replaces in its entirety that certain Lease Agreement Item # 18-0935 dated August 15, 2018, and is made and entered into by and between the CITY OF SANTA FE, a municipal corporation ("Lessor") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties".

WITNESSETH:

In consideration of Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, occupy, make use of, and improve the real property of Lessor as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 7,190.58 square-feet) all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the "Premises"), as more fully described and shown on Exhibit A1 attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

2. EFFECTIVE DATE

This Amended Lease Agreement shall become effective November 15, 2019 (the "Effective Date").

3. LEASE TERM

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of six (6) months with two (2) "Optional Terms" of six (6) months each.

Lessee's exercise of any Optional Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and shall be at Lessor's sole discretion.

In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

4. USE OF PREMISES

A. Conditions of Use. Lessee shall use the Premises solely for the specific purpose of operating the "Extended Residential", "Recovery Housing" and "Social Detoxification" programs of the Santa Fe Recovery Center subject to the following conditions:

i. Only Lessee's clients and staff are allowed to reside at the Premises, except that spouses and children of Lessee's clients may be allowed to reside on the Premises on a case-by-case basis at Lessee's discretion. No other persons are allowed to reside at the Premises;

ii. No violent felons or individuals who are a danger to themselves or others shall be allowed on the Premises;

iii. No alcohol or drugs (other than those prescribed by physicians for Lessee's clients) are allowed to be used or present on the Premises;

iv. Lessee's clients that relapse while residing at the Premises shall be physically escorted off of the Santa Fe University of Art & Design campus by Lessee and shall not be allowed to return for a minimum of thirty (30) days;

vi. Lessee shall deploy security cameras at the Premises over the front door of each apartment unit and in the interior courtyard between Buildings 6B-1 and 6B-2. Lessor reserves the right to require Lessee to employ licensed security guards at the Premises;

vii. Lessee shall staff the Premises twenty-four (24) hours per day and seven (7) days per week. Lessee's staff shall include a medical technician(s);

viii. Lessee shall place no signage of any kind on the exterior of the buildings or on the grounds without the prior written consent of Lessor;

ix. Lessee's residents and staff shall park in the existing parking lots immediately south of Building 6B-2, north of Building 6B-1 and east of Building 12.

x. Lessee shall restrict its client's visitors as follows: a) scheduled visits only during the client's first ninety (90) days of residency; and b) visitor check-in and check-out with Lessee's staff after the client's first ninety (90) days of residency;

B. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make minor improvements to the Premises as it deems necessary in furtherance of the intended use of the Premises as provided in Section 4.A above. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

C. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises.

In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph, that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

D. Repairs and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises. Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises. The lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.

Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 4.D. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 12 herein.

E. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§10-7 SFCC 1987) (the Pest Management Policy).

5. RENT

A. Base Rent Lessee shall pay Twenty-Seven Thousand, Nine Hundred Eighty-Eight Dollars and No Cents (~~\$27,988.00~~) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Base Rent Offsets. Lessee shall offset the first month's Rent due by deducting from the first month's Rent the cost of loss of use of the Premises as specified in Exhibit B1 attached hereto. The Parties acknowledge that additional repairs may be required. The Parties agree to offset Rent by deducting the actual cost of repairs, provided that Lessor has reviewed and approved cost proposal(s) obtained by Lessee for said repairs or replacements prior to any work being performed. The rent may be offset only after the Lessor has approved the completed repairs, and a full invoice has been presented with a complete accounting, which includes original invoices and receipts for the work.

6. UTILITIES & SERVICES

Beginning on the Effective Date and until the termination of this Lease Agreement, the responsibility and costs for providing utilities and services to the Premises shall be the responsibility of the Parties as specified below:

A. Responsibility of Lessor. All natural gas, electricity, domestic water, and sanitary sewer service shall be provided to the Premises by Lessor.

B. Responsibility of Lessee. All telephone, cable or satellite television, wired or wireless internet, security alarm services, security video services, security monitoring services, solid waste collection services, cleaning, and repair services, including landscape maintenance, shall be coordinated and paid for by Lessee. Any utilities or services not specified herein shall be the responsibility of the Lessee.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

A. Casualty Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

B. Liability Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, public liability insurance covering bodily injury and property damage, in a form and with an insurance company acceptable to Lessor, with limits of coverage not less than as stated in the New Mexico Tort Claims Act for each person injured and for each accident resulting in damage to property, against all claims and lawsuits arising from Lessee's use of the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

C. Workman's Compensation Insurance. Lessee shall carry and maintain in full force and effect during the Term of this Lease Agreement, workers' compensation insurance at statutory limits for its employees working at the Premises. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

D. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns. Lessee shall

cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

12. TERMINATION

A. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:

- i. the breach;
- ii. the action required to cure the breach;
- iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
- iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.

B. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.

C. Lessee acknowledges and understands that the premises are part of a process of planning and disposition of the midtown site, and as such all properties on the former Santa Fe University of Art and Design are subject to sale or lease as part of the City's program to redevelop the site. As such, at any time after January 15, 2021, the Lessor may terminate the lease agreement with written notice to the Lessee at least sixty (60) days prior to the termination date. Pursuant to such termination, Lessee is responsible for all cost and expenses associated with relocation.

13. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:

City Manager
City of Santa Fe
P. O. Box 909
Santa Fe, NM 87504

To Lessee:

Sylvia Barela, Executive Director
Santa Fe Recovery Center, Inc.
4100 Lucia Lane
Santa Fe, NM 87507

14. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

15. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

16. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

17. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

18. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

19. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

20. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

21. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals as of this 19th day of December, 2019.

LESSOR:
CITY OF SANTA FE

[Signature]
ALAN M. WEBBER, MAYOR

ATTEST:

[Signature]
YOLANDA Y. VIGIL, CITY CLERK
Certified 11/15/19

APPROVED AS TO FORM:

[Signature]
ERIN K. McSHERRY, CITY ATTORNEY

APPROVED:

[Signature]
MARY T. MCCOY, FINANCE DIRECTOR

BUSINESS UNIT LINE ITEM:
51910.460150

LESSEE:
SANTA FE RECOVERY CENTER, INC.

[Signature]
SYLVIA BARELA, EXECUTIVE DIRECTOR

ACKNOWLEDGEMENT

STATE OF NEW MEXICO)
) ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this 11th day of December 2019, by Sylvia Barela, Executive Director of Santa Fe Recovery Center, Inc., a New Mexico non-profit corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 9/27/21

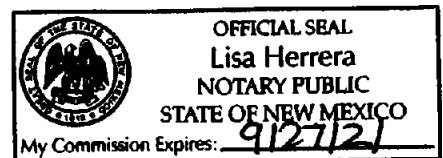


EXHIBIT A1
(TYP. FLOOR PLAN BUILDINGS 6B-1 & 6B-2)

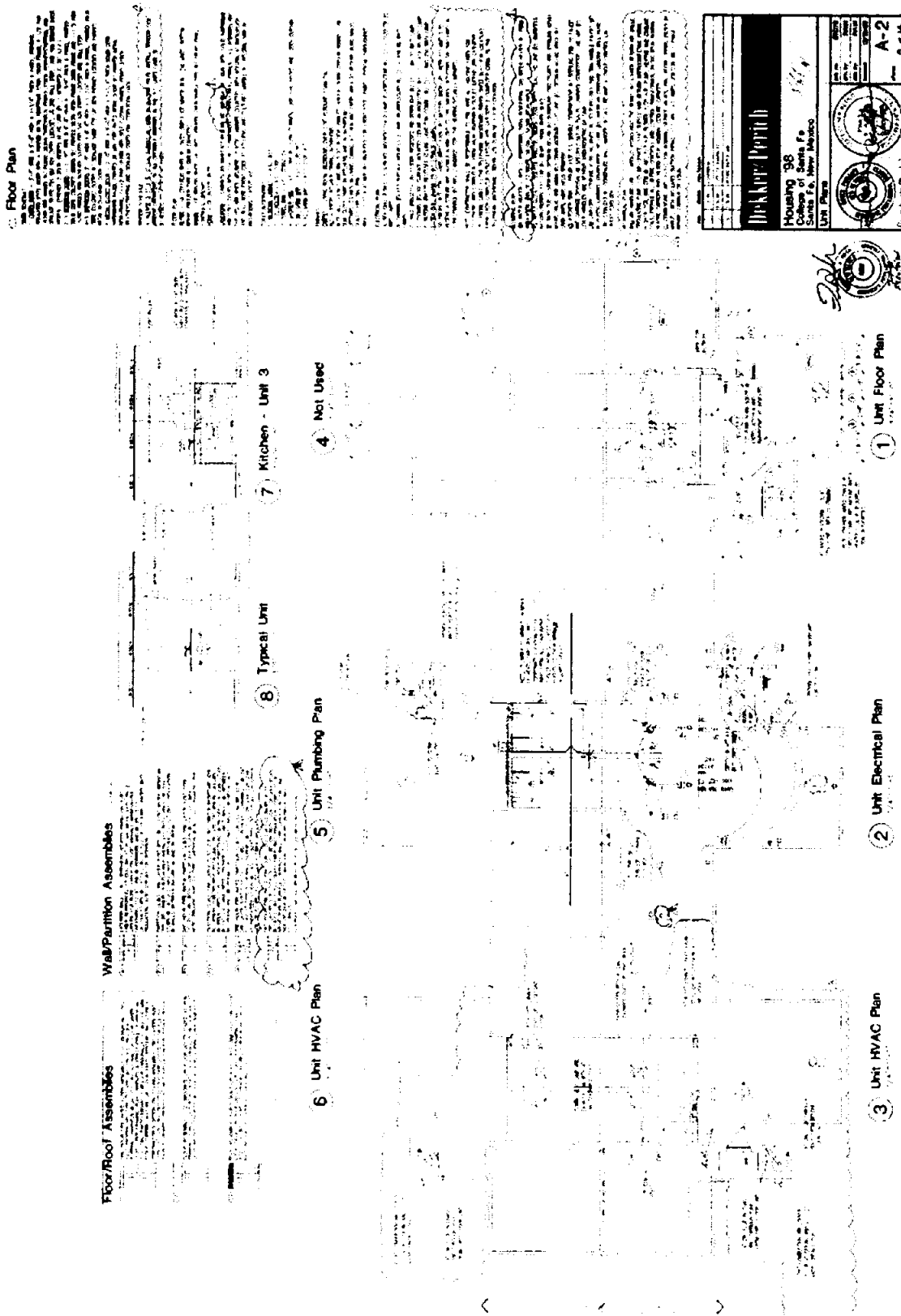


EXHIBIT B1

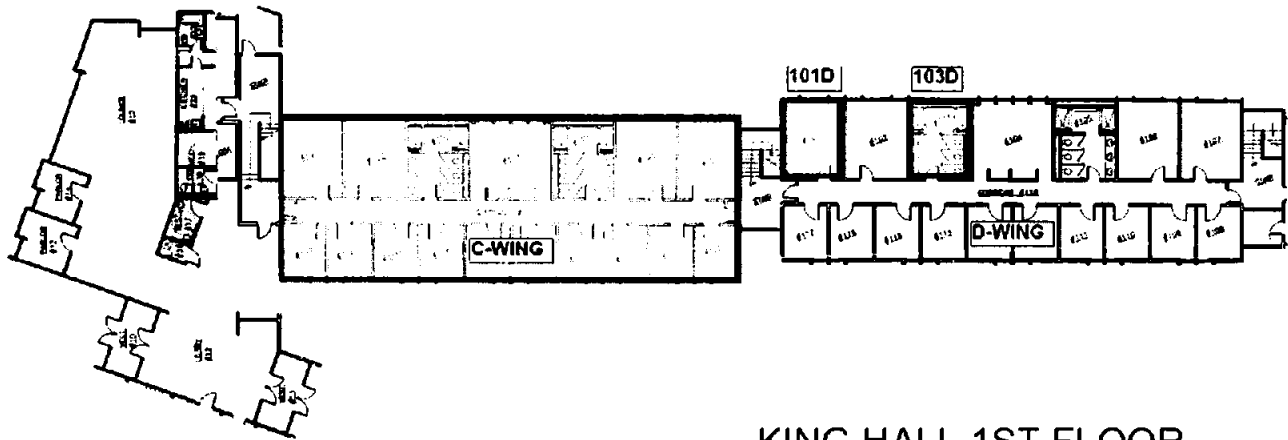
Loss of Use of Premises for 12 month period:
August 1, 2018 – August 31, 2019

1. APARTMENTS *2 apartments were not livable due to mold and other issues*
 - cost for each apartment: \$700 per apartment;
 - 2 apts x \$700/month x 12 months = \$16,800

2. Laundry Room: *not livable due to mold and other issues*
 - 400 sq. ft. x \$1.11 \$/sq. ft. \$444.00 x 12 months = total of
 - \$444.00/month x 12 months = \$5,328.00

Total Rent Credit *claimed from loss of use of premises for 12 months*

- \$22,128.00



KING HALL 1ST FLOOR
RECOVERY CENTER
C AND D WINGS
PREMISES SKETCH
2019.10.04

**AMENDMENT NO. 1 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 1 to AMENDED AND RESTATED LEASE AGREEMENT Item #19-0872, dated August, 2019, (Amended and Restated Lease Agreement) is made and entered into this 20th day of August, 2020 (Effective Date) by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the "Parties".

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the "Extended Residential", "Recovery Housing", and "Social Detoxification" programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporate an additional six thousand (6000) square feet on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

WHEREAS, Lessee agrees to expand its insurance requirements under Section 9 of the Amended and Restated Lease Agreement to encompass the new expanded premises;

WHEREAS, the Lessor has entered into an Exclusive Negotiation Agreement with a Master Developer, KDC/Cienda, which requires the Lessor to receive approval of any expansion of any lease on the Midtown Campus, and the Master Developer has approved this lease expansion subject to the Lease Agreement's Section 3 Lease Term;

WHEREAS, the Lessor is amiable to the plans of the Lessee to allow for the additional use of its buildings and furnishings for the purpose of increasing the services available to the public for drug and alcohol treatment programs;

NOW THEREFORE, the parties of this Amendment No. 1 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional six thousand (6000) square feet within Building 12 (King Hall) on the second floor of the facility in order to expand their treatment capacity at the Midtown Campus facility for the benefit of their clients;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement to read as follows:

1. PREMISES

During the Effective Date of this Amendment Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 15,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on Exhibit A1 attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use which may be made thereof.

Starting November 1, 2020, Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). On November 1, 2020, the City will conduct a scheduled walkthrough, to ensure the reduction has occurred, and will reduce the rent starting on this date if the Lessee has reduced its footprint. If the Lessee has not reduced its footprint it will be charge for the entire expanded premises..

3. Parties do hereby agree that with the expansion of the premises there is also necessity to amend existing, Section 5 of the Amended and Restated Lease Agreement, which is amended to read as follows:

5. RENT

A. Base Rent. Lessee shall pay Thirty-Five Thousand Two Hundred Fifty-

Five Dollars and Sixteen Cents (**\$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

B. Reduced Base Rent. Upon Lessor approving the reduction of the Premises as delineated in amended Section 1, on or after November 1, 2020, Lessee shall pay Thirty-One Thousand Three Hundred Twelve Dollars and Thirty-Eight Cents (**\$31,312.38**) as monthly "Rent". If the Lessee does not prove a reduction in the Premises then Section 5(A) will still be the monthly base rent. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 1, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

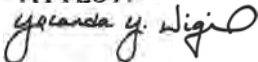
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals upon this Amendment No. 1 as of this 26th day of August, 2020.

LESSOR:
CITY OF SANTA FE



ALAN M. WEBBER, MAYOR

ATTEST:



YOLANDA Y. VIGIL, CITY CLERK

GB Mtg 08/26/2020

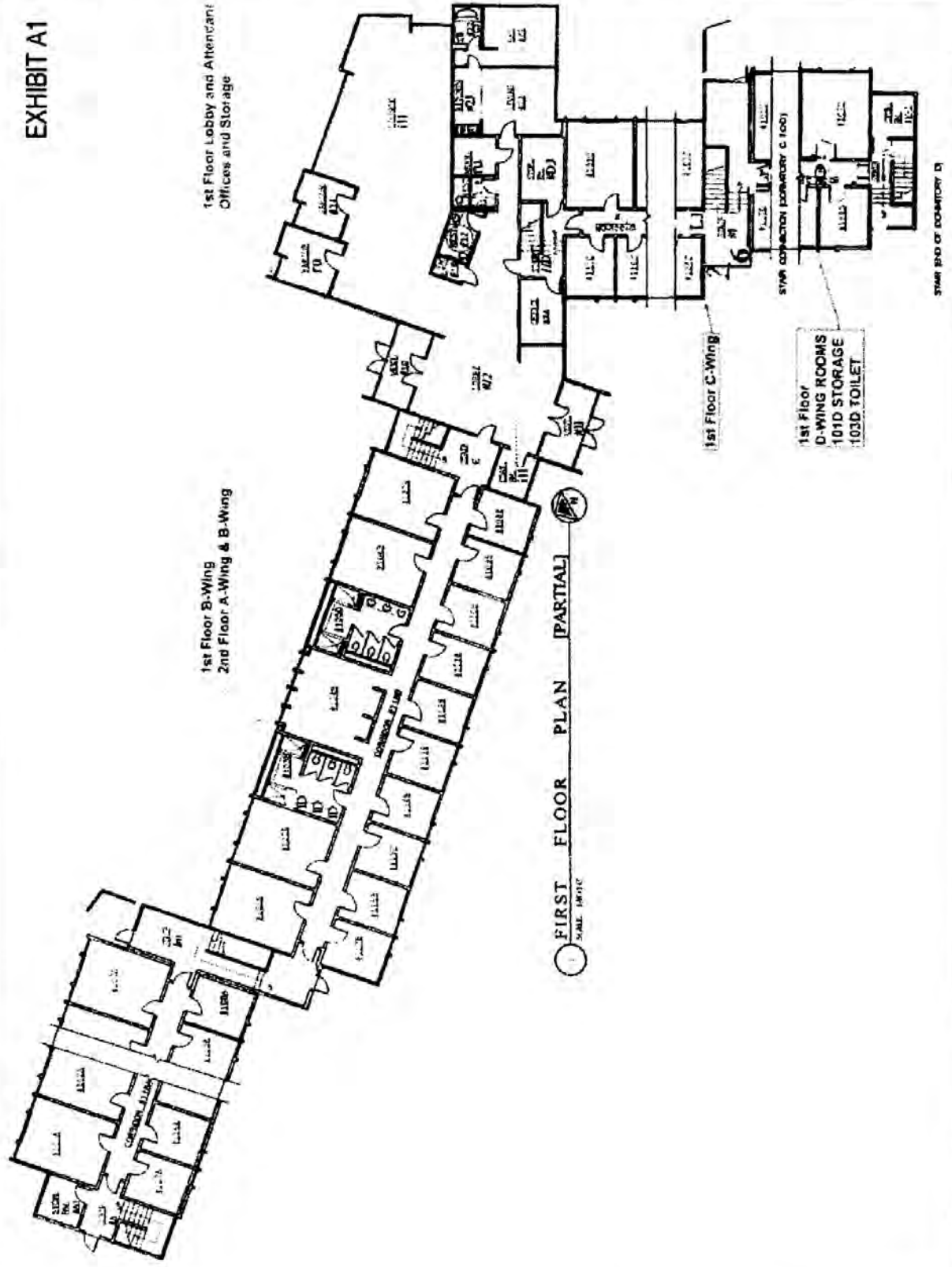
CITY ATTORNEY'S OFFICE:



ASSISTANT CITY ATTORNEY

APPROVED:

EXHIBIT A1



**AMENDMENT NO. 2 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.
(BUILDINGS 6B-1, 6B-2, AND PORTIONS OF BUILDING 12)**

This AMENDMENT NO. 2 to AMENDMENT NO. 1 dated August 26, 2020, and the AMENDED AND RESTATED LEASE AGREEMENT dated November 15, 2019, (Lease Agreement) is made and entered into this _____ day of _____, 2020 by and between the CITY OF SANTA FE, a Municipal Corporation (herein Lessor) and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation (herein Lessee), whose address is 5312 Jaguar Drive, Santa Fe, NM 87507, collectively the “Parties”.

RECITALS

WHEREAS, the Lessor and Lessee had previously entered into an Amendment 1 and the Amended and Restated Lease Agreement for use of City owned buildings for the specific purpose of operating the “Extended Residential”, “Recovery Housing”, and “Social Detoxification” programs of the Lessee;

WHEREAS, the Lessee has requested to utilize more housing units within Building 12 (King Hall) which incorporates two additional residential hallways within the King Hall facility in order spread out their existing population numbers to help mitigate the potential spread of Covid-19 on the Midtown Campus facility for the benefit of their clients;

WHEREAS, the Lessor agrees to allow Lessee the additional use of its buildings and furnishings for the purpose of mitigating the spread of Covid-19, but does so solely to expand the premises with their existing population to afford Lessee the ability to properly socially distance the existing population for drug and alcohol treatment programs;

WHEREAS, the Lessor due to these exigent circumstances and because the population will not increase agrees that while the Premises will be expanded the rental amount will not be changed;

NOW THEREFORE, the parties of this Amendment No. 2 do hereby agree as follows:

1. Lessor does hereby grant to Lessee an additional two residential hallways within Building 12 (King Hall) in order to spread out their existing population at the Midtown Campus facility to help mitigate the spread of Covid-19 for the benefit of their clients and the City of Santa Fe;

2. Parties do hereby agree to amend existing Article 1 of the Amended and Restated Lease Agreement and the Amendment 1 to read as follows:

1. PREMISES

Lessor allows Lessee to use, occupy, and improve, subject to the terms and conditions of this Lease Agreement, those certain existing city-owned buildings known as Buildings 6B-1 and 6B-2 (Student Apartments) (containing twenty-four (24) two-bedroom apartments of approximately 625 square-feet each), an adjacent laundry/office accessory building (approximately 400 square-feet), and portions of Building 12 (King Hall) (approximately 20,525 square-feet) and furnishings as contained in the premises described all located at 1600 St. Michael's Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (the Premises), as more fully described and shown on Exhibit A1 attached hereto and incorporated herein. Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises or as to the use, which may be made thereof.

Lessor shall allow Lessee to reduce the used portions of Building 12 (King Hall) beginning November 1, 2020 by approximately 3,458 square-feet, which shall reduce the total square footage used in this building to (approximately 12,067 square-feet). This reduction shall only be allowed following a walkthrough scheduled by the Lessee with the Lessor in which the Lessee demonstrates the premises in questions have been vacated.

3. Parties do hereby agree with additional usage there is also necessity to amend existing Article 5 of the Amended and Restated Lease Agreement and the Amendment to read as follows removing B:

5. RENT

A. Base Rent Lessee shall pay thirty-five, two-hundred and fifty-five dollars and sixteen cents (**\$35,255.16**) as monthly "Rent". Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier office, Room 114, 200 Lincoln Ave., Santa Fe, NM.

4. Except as specifically provided in this Amendment No. 2, all other existing terms and provisions of the Amended and Restated Lease Agreement remain and shall remain in full force and effect.

**AMENDMENT 3 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 3 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

- A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and
- B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and
- C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and
- D. The Parties now desire to amend the Lease Agreement to extend the term and reduce rent to reflect a current market rental value based on a 2017 appraisal, which has been adjusted for inflation.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. The first and second paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

- The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on November 1, 2023.

2. Article 5 (RENT), A (Base Rent) of is Lease Agreement is hereby deleted in its entirety and replaced with the following:

- A. **Base Rent.** Lessee shall pay monthly Rent of \$17,134.37 which is due on the Effective Date and thereafter due in full on the first day of each month during the Term, without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to City of Santa Fe, Treasury Division, 200 Lincoln Ave., Room 114, Santa Fe, NM, 87504.

Effective date of this Base Rent shall be June 1, 2022.

Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 as of the dates set out below,

Lessor: CITY OF SANTA FE

By 
ALAN WEBBER, MAYOR



ATTEST:

By 
KRISTINE BUSTOS-MIHELICIC, CITY CLERK 
GB MTG 08/31/2022

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By 
ERIN K. MCSHERRY, CITY ATTORNEY

APPROVED:


Alexis Lotero (Sep 5, 2022 21:40 MDT)
ALEXIS LOTERO, ACTING FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM 
AH

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**AMENDMENT 4 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 4 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

- A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's Extended Residential, Recovery Housing and Social Detoxification Programs; and
- B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and
- C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and
- D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term and to reduce rent based on a 2017 appraisal.
- E. The Parties now desire to amend the Lease Agreement to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

- 1. The first, second, and third paragraphs of Article 3 (LEASE TERM) of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

The term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on November 1, 2024.

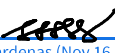
Except as specifically provided in this Amendment #3, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 as of the dates set out below,

Lessor: CITY OF SANTA FE

By 
ALAN WEBBER, MAYOR

ATTEST:

By 
GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 11/8/2023 *XIV*

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

By *Patricia Feghali*
By Patricia Feghali (Oct 18, 2023 15:37 MDT)
PATRICIA FEHALI, ASSISTANT CITY
ATTORNEY

APPROVED:

Emily K. Oster
Emily K. Oster (Nov 15, 2023 17:26 MST)
EMILY K. OSTER, FINANCE
DIRECTOR 5256175.460150
BUSINESS UNIT/LINE ITEM

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**AMENDMENT 5 TO AMENDED AND RESTATED LEASE AGREEMENT
BETWEEN
THE CITY OF SANTA FE AND SANTA FE RECOVERY CENTER, INC.**

This Amendment No. 5 (the "Amendment") to the City of Santa Fe Amended and Restated Lease Agreement, Item #19-0872 dated November 15, 2019, as amended ("Lease Agreement"), is made and entered into as of the date of the last signature ("Effective Date"), by and between the CITY OF SANTA FE, a municipal corporation ("City") and SANTA FE RECOVERY CENTER, INC., a New Mexico non-profit corporation ("Lessee"), collectively the "Parties."

RECITALS:

- A. The Lessor and Lessee had previously entered into the Lease Agreement, as amended, for the specific purpose of operating Lessee's "Extended Residential", "Recovery Housing" and "Social Detoxification" programs; and
- B. On August 26, 2020, Amendment 1 was executed by the Parties to increase the size of the Premises, increase the base rent accordingly, and to allow Lessee to subsequently reduce the size of the Premises in Building 12 (King Hall) and reduce the base rent accordingly; and
- C. On December 16, 2020, Amendment 2 was executed by the Parties to increase the size of the Premises to mitigate the effects of the COVID-19 Pandemic, with no increase to base rent; and
- D. On August 31, 2022, Amendment 3 was executed by the Parties to extend the term of the Lease Agreement and to reduce rent based on a 2017 appraisal; and
- E. On November 8, 2023, Amendment 4 was executed by the Parties to extend the term of the Lease Agreement and to remove the month-to-month tenancy provision if the Lessee was to remain in possession of the Premises after the expiration of the then current term; and
- F. The Parties now desire to amend the Lease Agreement to reduce the size of the Premises, reduce the rent accordingly and to extend the term.

AMENDMENT:

Pursuant to Article 21 of the Lease Agreement, and for the good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Lessor and Lessee agree that the Lease Agreement is amended as follows:

1. **Article 1 (PREMISES)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

1. **PREMISES**

Lessor allows Lessee to use, occupy and improve, subject to the terms and conditions of this Lease Agreement, the following:

- A. Portions of that certain existing City-owned building known as Building 12 (King Hall) consisting of approximately 20,525 square feet.
- B. Certain City-owned buildings known as Buildings 6B-1 and 6B-2 containing 24 two-bedroom apartments of approximately 625 square feet each, and an adjacent laundry/office accessory building of approximately 400 square feet. Total square feet of approximately 15,400 square feet (collectively Student Apartments).
- C. And furnishings as contained in the premises described above, all located at 1600 Saint Michaels Drive on the former campus of the Santa Fe University of Art & Design in the City of Santa Fe (Premises). Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as the condition of the Premises or as to the use, which may be made thereof.

2. **Article 3 (LEASE TERM)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

3. **LEASE TERM**

- A. The term of this Lease Agreement for King Hall shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on September 1, 2025.
- B. The term of this Lease Agreement for the Student Apartments shall commence at 12:00 a.m. on the Effective Date and terminate at 12:01 a.m. on February 1, 2025.

3. **Article 5 (RENT)** of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

5. **RENT**

- A. Lessee shall pay Monthly Base Rent for King Hall of \$9,789.37 (\$117,472.38 annually).
- B. Lessee shall pay Monthly Base Rent for the Student Apartments of \$7,345.00 (\$88,140.00 annually).
- C. Rent is due on the Effective Date and thereafter due in full on the first day of each month during the Term without notice or demand and without deduction or offset for any cause whatsoever. Lessee shall make payments to the Lessor's cashier's office, 200 Lincoln Avenue, Room 114, Santa Fe, NM.

Except as specifically provided in this Amendment #5, the Lease Agreement shall remain in full force and effect, in accordance with its term.

IN WITNESS WHEREOF, the parties have executed this Amendment #5 as of the dates set out below,


Lessor: CITY OF SANTA FE

Lessee: SANTA FE RECOVERY CENTER, INC.

By 
Alan Webber (Dec 15, 2024 14:10 MST)
ALAN WEBBER, MAYOR

By 
STACY MARTIN, CHIEF EXECUTIVE OFFICER

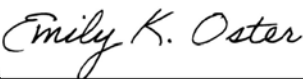
ATTEST:

By 
Andrea Salazar (Dec 16, 2024 08:29 MST)
CITY CLERK XIV
GB MTG 12/11/2024

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:


By Patricia Feghali (Nov 15, 2024 11:20 MST)
PATRICIA FEGHALI, ASSISTANT CITY ATTORNEY

APPROVED:


EMILY K. OSTER, FINANCE DIRECTOR
5256175.460150
BUSINESS UNIT/LINE ITEM

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Daniels Insurance, Inc.-Santa Fe 805 St Michaels Drive Santa Fe NM 87505	CONTACT NAME: Michael Latting PHONE (A/C No. Ext): (505) 982-4302 E-MAIL ADDRESS: mlatting@danielsinsuranceinc.com	FAX (A/C No.): (505) 989-9186	
	INSURER(S) AFFORDING COVERAGE		
INSURED Santa Fe Recovery Center Inc 2504 Camino Entrada Santa Fe NM 87507 (505) 471-4985	INSURER A: General Star Indemnity Company		NAIC # 37362
	INSURER B: New Mexico Mutual Casualty Com		40627
	INSURER C: National Indemnity		20087
	INSURER D: Landmark American Insurance Co		33138
	INSURER E: INSURER F:		

COVERAGESSR **CERTIFICATE NUMBER:** Cert ID 40014 (8)**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible: \$25,000 <input checked="" type="checkbox"/> Hired/Non-Owned Incl GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			IJG761025	08/31/2025	08/31/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Abuse & Molestatio \$ 1M/1M
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			70APB012376	08/31/2025	08/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XS720663	08/31/2025	08/31/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	43642.121	06/07/2025	06/07/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			IJG761025	08/31/2025	08/31/2026	Each Occurrence \$ 1,000,000
A	Professional Liability			IJG761025	08/31/2025	08/31/2026	Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability policy contains a Blanket Additional Insured provision that establishes the scope of Additional Insured coverage granted to the Certificate Holder, where required by written contract or agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Santa Fe PO Box 909 Santa Fe NM 87504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

www.santafenm.gov

Alan Webber, Mayor

Councilors:

Signe I. Lindell, Mayor Pro Tem, District 1

Alma G. Castro, District 1

Michael J. Garcia, District 2

Carol Romero-Wirth, District 2

Lee Garcia, District 3

Pilar F.H. Faulkner, District 3

Jamie Cassutt, District 4

Amanda Chavez, District 4

Dear City Staff,

In accordance with State Statute and City Ordinances, this document serves as a blanket services' determination and is valid until June 30, 2026, for the types of general, professional, and construction services that are clearly one of the types pre-established and approved by the State Purchasing Agent and City CPO.

Please continue to obtain determinations for services that do not clearly and fully fit within the types listed below. For mixed or hybrid services, unclear scopes of work, and design-build projects, specific determinations will be required. In these cases, please email purchasing_det@santafenm.gov to obtain the necessary CPO determinations for your procurement needs.

Should you have any questions or require clarification on a particular service, feel free to contact CPD.

The following are General Services:

- Air/bus, vehicle charter/rental service
- Animal/k9 boarding - basic
- Auctioneers
- Audio-visual equipment setup and routine maintenance for events and presentations (including projectors, microphones, and speakers)
- Automotive mechanical services – all - including vehicle inspection, diagnostics, repair labor, parts replacement, and routine maintenance (e.g., oil changes, brake service, tune-ups, etc.)
- Banking Services (routine, transaction-based)
- Boiler testing/water treatment service
- Bookkeeping service (routine, transaction-based)
- Biohazard clean-up and disinfection services for crime scenes, homicides, suicides, unattended deaths, car accidents, deadly car crashes and cleanup of police units, along with any other biohazard situations. Building alarm systems, service and repair
- Check collection service
- Clothing, textile fabrication repair service

General Services (continued):

- Commercial laundry service, dry cleaning, etc.
- Communications systems installation, servicing, and repair
- Conference and trade show coordination
- Debt collection service
- Delivery/courier service
- Document storage, duplication, retrieval, review, and destruction service
- Drug testing and screening (standard tests)
- Engraving service
- Equipment installation, preventive maintenance, inspection, calibration, and repair
- Equipment rental services
- Exams administration and scoring service
- Executive recruitment
- Firefighting/suppression service
- Food preparation, vending, and catering services
- Health screening, basic diagnostic (wellness, blood pressure monitoring, blood draw, etc.)
- Herbicide application service
- Household goods packing, storage, transportation service
- HVAC system maintenance service - Includes filter changes, inspections, cleaning, minor repairs, and system diagnostics.
- Information Technology - Hosting only
- Information Technology Help Desk Services
- Information Technology Services requiring software or equipment
- Information Technology Software and Hardware Support Services
- Interpretive services: written/oral/sign language
- Inventory service
- Janitorial service, carpet cleaning, window washing
- Laboratory testing and analysis (standard tests only)
- Land clearing/debris removal service
- Landscaping—tree planting, grooming service, lawn mowing, etc. (but not landscape architects)
- Language translation service
- Linen rental service

General Services (continued):

- Marine equipment inspection, certification, and repair
- Medical equipment rental or repair service (wheelchairs, walkers, etc.), including measurements, adjustments, and modifications to meet patient needs
- Metal/pipe/wiring detection service
- Office furnishings installation, refurbishment, and repair service
- Package inspection and crating
- Painting service
- Paper shredding
- Parking lot sweeping/snow removal service
- Pest/weed control service
- Photographic/micrographic processing and delivery, includes aerial and ground photography (if analysis is included, then personal service)
- Printing/duplicating service
- Process serving
- **Property management (rent collection, property maintenance, etc.)**
- Recycling/disposal/litter pickup service
- Retreat and workshop planning, conduct, coordination, etc.
- Security/armored car services
- Shop welding/metal fabrication service
- Software as a Service
- Steam cleaning, high pressure washing, parts cleaning service
- Studio photography service (does not include portrait painting)
- Telephone interview service (conduct of survey using prescribed survey instrument)
- Towing service
- Traffic control services – including certified flaggers, barricade setup/removal, temporary signage, and traffic control plans (not involving permanent installations or design engineering)
- Training – when offered as a regular course by an institution (such as a college or university)
- Travel service — air, surface, water
- Videotaping and recording service
- Warehouse dry/cold storage rental service
- Weather information service

The following are Professional Services:

- Accountants (certified public accountants and registered public accountants)
- Actuaries
- Analysts of processes, programs, fiscal impact, and compliance
- Appraisers
- Archeologists
- Architects
- Artwork, original (services creating the artwork)
- Audio/video media productions (design, development, and/or oversight of)
- Auditors
- Broadband
- Business process re-engineering
- Counselors
- Consultants (including IT Consultants)
- Curriculum/Examination development
- Data Backup Services
- Data Storage and Management Services
- Design
- Economists
- Engineers
- Environmental monitoring: noise level, safety, hazardous gas detection, radiation monitoring service, etc.
- Financial Advisors
- Grant writing
- Graphic designers (creative or original in nature)
- Hearing officer services
- Independent Verification and Validation
- Information Technology Hosting when it includes Maintenance and Support
- Information Technology Maintenance
- Information Technology Management
- Information Technology Programming
- Information Technology Risk Assessment

Professional Services (Continued):

- Insurance Adjusters/Brokers
- Investigators (personnel-related, etc.)
- Investment advisors and management
- Labor negotiators
- Landscape Architects
- Lawyers
- Lobbyists
- Managed Network Services
- Management and system analysts
- Management consultants
- Marketing consultants (including identifying market opportunities, conduct of marketing programs, planning, promotion, market research surveys, etc.)
- Medical arts practitioners
- Medical – doctors, immunizations, etc.
- Mental health support – Therapists, Counselors, etc.
- Network Cybersecurity Services
- Network Installation
- Physicals
- Planners
- Policy Advisors
- Polygraph services
- Product Development Services
- Program/Project Managers
- Psychologists
- Public relations advisors/Publicists
- Publication development (creation of audio/video productions, brochures, pamphlets, maps, signs, posters, annual reports, etc.)
- Researchers
- Scientists (Bio/Chem/Env/Geo/Hydro/Mech, etc.)
- Social and Human Services - Includes case management, outreach, crisis intervention, supportive housing assistance, and other services intended to support vulnerable or at-risk populations. Services may be delivered by licensed or trained professionals in coordination with public or nonprofit systems.

Professional Services (Continued):

- Speech writers
- Statisticians
- Surveyors
- Trade developers
- Training – when it is specifically designed for an agency as opposed to established courses (such as out of the box training offered to all at a training company, university, or college)
- Veterinarian services
- Web design and development

The following are Construction Services:

- Bid-Build (Standard)
- Construction Managers
- New Construction (including buildings, roads, bridges, utilities)
- Remodeling and Renovations (interior and exterior work)
- Demolition (including site clearance)
- Excavation and Earthwork
- Electrical Work (installation, repair, upgrades)
- Permanent installation or upgrades of audio-visual systems (including wiring and structural modifications)
- Plumbing (installation, repair, maintenance)
- Masonry and Concrete Work
- Roofing (installation, repair, maintenance)
- Structural Repair and Reinforcement
- Stucco installation, repair, and finishing
- Painting and Finishing (for construction purposes)
- Mechanical Work (HVAC systems, etc.)
- Site Preparation and Land Grading
- Utility Installation and Repair (water, sewer, gas lines)

Travis Dutton-Leyda, Chief Procurement Officer



Date: 06/30/2025

Emily Oster, Finance Director



Date: 06/30/2025

Signature: 

Email: tjlease@santafenm.gov

Signature: *Carly Venditti*

Email: cavenditti@santafenm.gov



CITY OF SANTA FE

Memorandum

Date: September 24, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Thomas Grundler, Deputy Chief of Police

Via: Paul Joye, Chief of Police

RE: Prohibiting Animals on Medians

EXECUTIVE SUMMARY:

This bill would Amend SFCC 1987, Section 5-2, “Definitions” to define “abandonment” and “unattended animal” as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner’s presence. It would also increase the fine for abandoning an animal from two hundred dollars (\$200) to five hundred dollars (\$500). It creates a fine structure for unattended animals—two hundred dollars (\$200) for the first offense and five hundred dollars (\$500) for subsequent offenses. Lastly, it imposes a fine of two hundred dollars (\$200) for keeping an animal on a median.

ATTACHMENTS:

Bill
FIR

[bracketed material] = delete

underscored material = new

1
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CITY OF SANTA FE, NEW MEXICO

BILL NO. 2025-22

INTRODUCED BY:

Councilor Jamie Cassutt

Councilor Signe Lindell

A BILL

AMENDING SFCC 1987, SECTION 5-2, TO DEFINE “ABANDONMENT” AND “UNATTENDED ANIMAL”; SECTION 5-5.4 TO PROHIBIT KEEPING AN ANIMAL ON ANY MEDIAN; AND SECTION 5-8.4 TO SPECIFY THAT ABANDONING AN ANIMAL WILL INCUR A FINE; CREATING A NEW SECTION, 5-8.14, “UNATTENDED ANIMAL”, PROHIBITING UNATTENDED ANIMALS AND IMPOSING A FINE; AND AMENDING TABLE 15-12.1 TO INCREASE THE FINE FOR ABANDONING AN ANIMAL FROM \$200 TO \$500, IMPOSE A \$200 FINE FOR A FIRST UNATTENDED ANIMAL OFFENSE AND A \$500 FINE FOR SUBSEQUENT OFFENSES, AND IMPOSE A \$200 FINE FOR KEEPING ANIMALS ON MEDIANS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF SANTA FE:

Section 1. Section 5-2 of SFCC 1987 (being Ord. No. 2020-6, §1) is amended to read:

As used in this chapter:

Abandonment consists of relinquishing ownership of an animal by any person having

1 charge, custody, or ownership, through any of the following acts:

2 A. Leaving an animal without adequate food, water or shelter;

3 B. Leaving an animal in circumstances where the animal's health, safety, or
4 welfare is endangered;

5 C. Leaving an animal with the intent to permanently give up custody, ownership,
6 or responsibility for the animal without making proper arrangements for the
7 animal's continued care; or

8 D. Leaving an animal in a confined space without adequate ventilation,
9 temperature control, or means of escape.

10 *Administrator* means the person responsible for the operations of the animal services
11 division.

12 *Animal* means any vertebrate member of the animal kingdom excluding human beings.

13 *Animal services center* means the facility maintained and operated pursuant to the
14 provisions of this chapter.

15 *Animal services officer* means an employee of the city, designated as such by the
16 administrator, who has the authority of a peace officer to issue citations for violations of this chapter
17 and performs such other duties relating to animal services as prescribed by the city manager.

18 *Anti-escape provision* means any housing, fencing or device which a guard dog cannot go
19 over, under, through or around.

20 *Bite* means an actual puncture or tear of the skin inflicted by the teeth of an animal.

21 *Breeder* means any person involved in controlled breeding of animals except those
22 complying with subsection [5-9.5](#) SFCC 1987 for litter fees. Breeders are subject to the professional
23 animal care permit requirements set forth in subsection [5-6.2](#) SFCC 1987.

24 *Commercial property* means:

25 A. A portion of land, buildings, or land and buildings in the city, zoned for, or utilized

1 for commercial or business uses, including temporary sites; and

2 B. Any vehicle utilized for commercial or business purposes in the city.

3 *Cruelty* means an overt act committed with the intent to harm or needlessly kill an animal
4 or committed out of depraved indifference for the animal's wellbeing, including but not limited to
5 torture, maiming, beating or otherwise committing violence that causes injury or death.

6 *Dangerous animal* means:

7 A. An animal which, when unprovoked, engages in behavior that requires a defensive
8 action by a person to prevent great bodily harm to a person or domesticated animal
9 provided that the person or the second animal are not on the premises of the owner
10 or person having custody of the first animal; or

11 B. An animal which, when unprovoked, injures a person but the injury does not result
12 in great bodily harm; or

13 C. An animal which, because of its poisonous bite or sting, constitutes a significant
14 hazard to the public.

15 *Dog park* means an official city designated park or portion thereof where dogs can exercise
16 and run off leash in a safe, secure environment within the established limits and boundaries of an
17 official city designated dog park.

18 *Domestic animal* means an animal that is sufficiently tame to live with humans, such as a
19 dog or cat.

20 *Establishment* means a place of business together with its grounds and equipment.

21 *Feces* means excrement and other waste matter discharged from the bowels of an animal.

22 *Great bodily harm* means an injury to a person or domesticated animal which:

23 A. Creates a high probability of death; or

24 B. Results in serious disfigurement; or

25 C. Results in loss of any member or organ of the body; or

1 D. Results in permanent or prolonged impairment of the use of any member or organ
2 of the body.

3 *Grooming parlor* means any establishment, or part thereof, or premises maintained for the
4 purpose of offering animals cosmetic services for profit.

5 *Guard dog* means any dog that is utilized to protect commercial property, as defined above.

6 *Guard dog site* means any premises utilizing a guard dog that has a current guard dog
7 permit.

8 *Handler* means a person who trains dogs for socialization or dog shows or trials or a
9 security person capable of controlling guard dogs.

10 *Handler breeder or hobby breeder* means any person involved in controlled breeding of
11 animals that are approved by a nationally recognized animal breeding organization, and are eligible
12 to be so registered.

13 *Heat or season* means a regularly recurring state of estrus during which the female animal
14 is capable of attracting or accepting the male for breeding or is capable of conceiving.

15 *Hybrid* means an animal created by breeding animals of different species. For purposes of
16 this article, it includes, but is not limited to, the hybrid offspring of domesticated dogs and wolves,
17 or domesticated dogs and coyotes.

18 *Impound* means to take-up and confine an animal in a humane manner.

19 *Inspection officer* means an animal services officer authorized by ordinance to conduct
20 inspectorial searches.

21 *Inspection order* means an order issued by a municipal or district court judge.

22 *Inspectorial search* means an entry into and examination of premises for the purpose of
23 ascertaining the existence or nonexistence of conditions dangerous to health or safety or otherwise
24 relevant to the public interest, in accordance with inspection prescribed by this chapter enacted for
25 the promotion of public well-being.

1 *kennel* means any commercial establishment or premises where ten (10) or more dogs or
2 cats, over three (3) months of age, are boarded, kept, or maintained for any purpose whatsoever,
3 with the exception of state-inspected veterinary hospitals and shelters.

4 *Licensed veterinarian* means a person with a doctor of veterinary medicine degree, licensed
5 to practice in the state.

6 *Livestock* means cattle, horses, mules, donkeys, swine, sheep or goats.

7 *Neglect* means an overt act involving failure to provide for animal health or safety,
8 including but not limited to failure to provide adequate food, water, shelter, exercise, or necessary
9 veterinary care to an animal or to adequately confine an animal in a manner appropriate to its
10 species, breed, age and condition.

11 *Nuisance* means, but is not limited to defecation, urination, disturbing the peace, emitting
12 noxious or offensive odors, or otherwise endangering or offending the well-being of the inhabitants
13 of the city.

14 *Owner of animal* means a person who owns, harbors or keeps, or knowingly permits an
15 animal to be harbored or kept, or has an animal in their care, or who permits an animal to remain
16 on or about their premises.

17 *Person* means any individual, household, firm, partnership, corporation, company, society,
18 association, and every officer, agent or employee thereof.

19 *Person in charge* means, for the purpose of inspection, the individual present in an
20 establishment who is the apparent supervisor of the establishment at the time of inspection. If no
21 individual is the apparent supervisor, then any employee present shall be considered the person in
22 charge.

23 *Pet shop* means any commercial establishment or premises or part thereof maintained for
24 the purchase, sale, exchange of animals of any type, except that the term shall not include livestock
25 auctions.

1 *Playground* means an area where outdoor equipment is placed for children to play on,
2 athletic fields such as baseball, football, soccer fields, handball courts, tennis courts, skateboard
3 parks, etc.

4 *Police dog* means any dog owned by a public agency and used in law enforcement activities
5 under the direction of a handler.

6 *Premises* means a parcel of land and the structures thereon.

7 *Professional animal care business* means a business operated by a person or persons that
8 involves live animals, and includes, but is not limited to, animal rescue, animal shelter, boarding
9 kennel, breeder, grooming parlor, grooming service, commercial kennel, pet day care facility, pet
10 day care, pet sitting, pet store, training facility, dog walking, and circus acts.

11 *Professional animal care permit* means a permit issued by the city of Santa Fe animal
12 services administrator to a professional animal care business.

13 *Quarantine* means to detain or isolate an animal suspected of having a contagious disease.

14 *Restraint* means:

15 A. Confinement within the real property limits of an animal owner where the animal
16 is secured by a leash or lead or is otherwise under the control of a responsible
17 person; or

18 B. Confinement within a vehicle in a manner that prevents an animal from escaping.

19 *Running at large* means not to be confined within a building, shelter, walled or fenced area
20 or secured by a leash, rope, chain or other restraining device, unless under the direct control of the
21 owner/handler or keeper.

22 *Service animal* means a dog or miniature horse that is individually trained to do work or
23 perform tasks for a person with a disability.

24 *Shelter* means:

25 A. Any establishment owned and operated by a non-profit humane organization

1 licensed to do business in the state; or

2 B. A structure that is moisture-proof, wind-proof, and of suitable size to accommodate
3 an animal, allowing for freedom of movement to make normal postural
4 adjustments, including the ability to stand, turn around, and lie down with limbs
5 outstretched including, but not limited to, a dog house, shed, barn, private
6 residence, or similar structure.

7 *Stray animal* means any animal found running at large beyond the boundaries of the
8 premises of the owner unless the animal is within the established limits and boundaries of an official
9 city designated dog park.

10 *Unaltered* means not neutered or spayed.

11 *Unattended animal* means any animal left in a situation where the animal's immediate
12 welfare may be compromised and the animal is without direct supervision by any person having
13 charge, custody, or ownership, including situations when the animal lacks immediate access to
14 adequate food, water, shelter, or care appropriate to the animal's age, species, and physical
15 condition and when the animal is left beyond reasonable time periods in a vehicle, on chains or
16 tethers, or in yards or enclosures without proper shelter from weather conditions.

17 *Vaccination* means protection provided against rabies by inoculation with anti-rabies
18 vaccine recognized and approved by the state.

19 *Vermin* means small insects and animals (such as fleas, mice, rats, or gophers) that are
20 sometimes harmful to plants or other animals and that are difficult to get rid of.

21 *Vicious animal* means an animal which kills or causes great bodily harm. It does not
22 include an animal that bites, attacks or injures a person or second animal unlawfully upon the
23 premises of the owner or person having custody of the first animal. Any animal that has previously
24 been found to be a dangerous animal may thereafter be deemed vicious upon a second or subsequent
25 offense.

1 *Wild or exotic animal* means any animal not normally considered domesticated and shall
2 include, but not be limited to, the following:

3 A. Class reptilia; order phidia, such as racers, boas, water snakes, and pythons, and
4 order loricata, such as alligators, caymans and crocodiles;

5 B. The following members of the class aves; order falconiforms, such as hawks,
6 eagles, and vultures, and subdivision ratitae, such as ostriches, rheas, cassowaries,
7 and emus;

8 C. Class mammalia; order carnivora; family felidae, such as ocelots, margays, tigers,
9 jaguars, leopards, and cougars, except commonly accepted domesticated cats;
10 family canidae, such as wolves, dingos, coyotes and jackals, except commonly
11 accepted domesticated dogs; family mustelidae, such as weasels, martins, mink,
12 badgers, except ferrets, family procynnidae, such as raccoons; family ursidae, such
13 as bears; family pinnipedia such as seals, sea lions and walruses; order marsupialia,
14 such as kangaroos, and common opossums; order edentata, such as sloths,
15 anteaters, and armadillos; order proboscidea, such as elephants; order primata,
16 such as monkeys, chimpanzees, and gorillas; order rodenta, such as porcupines;
17 order ungulata, such as hippopotamuses, giraffes, llamas, antelope, deer, bison and
18 camels but excluding cattle, swine, sheep, and goats; and order euungulata such as
19 rhinoceroses, tapirs, and zebras but excluding horses, ponies, donkeys, burros and
20 mules;

21 D. Class chondrichthyes, subclass elasmobranchii such as sharks, stingrays and
22 skates; and

23 E. Hybrids, which includes the offspring of two (2) animals of different races, breeds,
24 species, varieties or genera involving any one or more of the animals mentioned in
25 Subsections A—D above.

1 **Section 2. Section 5-5.4 of SFCC 1987 (being Ord. No. 2020-6, § 2, 3-11-20) is**
2 **amended to read:**

3 **5-5.4 Restraint of animals.**

4 A. Voice command is not an acceptable form of restraint.

5 B. Except for city permitted events that allow for animals to be present, animals which
6 are not service animals shall not be allowed upon playgrounds or upon the grounds of swimming
7 pools, or within a building, any of which are owned, operated or maintained by the city, nor shall
8 they be allowed upon the premises of public schools, preschool through high school unless
9 permission is obtained from the school official. All animals which are not service animals shall be
10 prohibited in Cathedral Park.

11 C. Animals shall not be allowed upon a public street, alley, easement, city property
12 or other place open to the public or upon any property other than that of the owner of the animal
13 unless properly restrained. Dogs shall be on a secure leash no longer than six (6) feet in length and
14 under the immediate effective physical control of the person having custody thereof. Longer,
15 retractable leashes may be used, provided the person with the dog is capable of controlling the dog.
16 All other animals must be secured in a fashion acceptable for the species of animal. The person
17 having custody shall be a person of such age and maturity to be reasonably responsible therefor
18 and shall be capable of controlling and restraining the animal. A person inside an enclosed structure
19 shall not be considered to be in the physical control of a dog not in the enclosed structure. The
20 provisions of this paragraph do not apply when an animal is participating in a bona fide animal
21 show or training program which has been authorized by the animal services division or is in a city
22 park designated by the governing body as an off-leash exercise ground for dogs. The provisions
23 also do not apply to police canine units unleashed while on public property while acting in a law
24 enforcement activity.

25 D. Animals located upon the property of the owner of the animal shall be restrained

1 in such a manner as to secure the animal, using devices such as a kennel, invisible fencing, or
2 inescapable walled or fenced area. Voice command is not an acceptable form of restraint. The
3 animal shall be restrained in such a way as to prevent the animal from reaching outside the
4 perimeter of the property.

5 E. Animals shall not be carried in or upon any vehicle in a cruel, inhumane or unsafe
6 manner. An animal carried in the bed of a truck shall be crated or restrained upon a non-metal mat
7 so it cannot fall or jump from the truck or be strangled.

8 F. It is unlawful to confine a domestic animal by the use of a tether, chain, trolley, or
9 similar restraint. Fixed point tethering of any domestic animal to stationary objects is permitted in
10 limited circumstances such as picnics or gatherings in a park or open space, for emergency purposes
11 to permit an individual to render aid to a human or other animal, and only when the owner is
12 immediately present.

13 G. It is unlawful for any individual to restrain or have an animal on any median,
14 regardless of the owner's presence, for longer than needed to cross the street.

15 **Section 3. Section 5-8.4 of SFCC 1987 (being Ord. No. 2004-20, § 1) is amended**
16 **to read:**

17 **5-8.4 – Abandonment.**
18 It is unlawful for any person having charge, custody, or ownership to abandon any animal.
19 Persons who are not acting on behalf of the city as an animal services officer may turn over any
20 [All] animals [which] that are [to be] abandoned [may be turned over] to the animal services center
21 or the animal shelter for adoption.

22 **Section 4. [NEW MATERIAL] A new Section 5-8.14 is hereby ordained to read:**
23 **5-8.14 – Unattended animals.**

24 It is unlawful for any person having charge, custody, or ownership to leave an animal
25 unattended.

1 **Section 5. Section 5-12 of SFCC 1987 (being Ord. No. 2020-6, § 9) and**
 2 **the related Table 15-12.1 is amended to read:**

3 **5-12 – LICENSES AND PERMIT FEES; FINES AND PENALTIES; OTHER**
 4 **CHARGES; AND ADMINISTRATIVE HEARINGS.**

5 A. Any violation of this chapter shall be punished as provided in Table 5-12.1 below
 6 or as provided in Section 1-3 of this Code. If any person is cited for or convicted
 7 of cruelty or mistreatment of an animal, the animal shall be removed from the
 8 owner’s custody and placed with the administrator. The administrator shall
 9 develop and alternative payment program for those residents who receive first-
 10 time civil citations and who have affirmed their inability to pay the associated
 11 fines. as

Table 5-12.1		
[Editor’s note: prior rows omitted for brevity]		
Restraint of animals (Section 5-5.4)	Unaltered animal	Altered Animal
1 st civil citation in 36 month period	\$50	\$25
2 nd civil citation in 36 month period	\$100	\$50
3 rd civil citation in 36 month period	\$250	\$125
4 th civil citation in 12 month period	\$500	\$250
<u>Restraint of an animal on any median (first and subsequent offenses) (Section 5- 5.4(G))</u>	\$200	\$200
[Editor’s note: rows omitted for brevity]		
Neglect (Sections 5-5.7, 5-5.8, and 5-8.3)		
1 st [C]riminal conviction in 48-month	\$150	

period	
2 nd criminal conviction in 48 month period	\$250
3 rd criminal conviction in 48 month period	\$500 and/or up to ninety (90) days in jail and surrender of animal
Abandonment (Section 5-8.4)	[\$200] <u>\$500</u>
Poisoning (Section 5-8.5)	\$500 and/or up to ninety (90) days in jail and surrender of animal
Animal fights (Section 5-8.10)	\$500 and/or up to ninety (90) days in jail and surrender of animal
<u>Unattended Animals (Section 5-8.14)</u>	
<u>1st offense</u>	<u>\$200</u>
<u>Subsequent offenses</u>	<u>\$500</u>
<p>Notes:</p> <p>¹ In addition to the fees and fines due to the city, the pet owner shall also be responsible for any and all boarding fees accrued at a shelter and the state spay/neuter deposit, if applicable.</p> <p>² Any combination of kennel, grooming parlor, pet shop, or shelter operating as a single business at one location is only required to obtain a single permit. Multiple locations require a permit for each location.</p> <p>³ Any person who breeds animals shall obtain a breeder permit for each animal, an unaltered license for each animal, and a litter permit for each animal from each litter.</p> <p>⁴ Each day violation occurs after the initial citation shall be considered a separate citation or crime. Failure to pay or contest a citation as specified below within fifteen (15) days of the date of the citation shall result in a late fee equal to the original citation.</p>	

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PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

APPROVED AS TO FORM:

Erin McSherry
Erin McSherry (Oct 2, 2025 15:07:08 MDT)
 ERIN K. McSHERRY, CITY ATTORNEY

Legislation/2025/Bill/ Banning Animals on Medians

FISCAL IMPACT REPORT

General Information:

(Check) **Bill:** x **Resolution:** _____

Short Title(s): Prohibiting Animals on Medians

Sponsor(s): Councilors Jamie Cassutt and Signe Lindell

Reviewing Department(s): Santa Fe Police Department

Staff Completing FIR: Thomas Grundler, Deputy Chief of Police **Date:** 9/24/2025

Phone: (505) 955-5359

Reviewed by City Attorney: *Erin McSherry* **Date:** 10/02/2025
[Erin McSherry/Oct 2, 2025 15:07:36 MDT](#)

Reviewed by Finance Director: *Emily K. Oster* **Date:** 10/03/2025

Summary:

This bill would Amend SFCC 1987, Section 5-2, “Definitions” to define “abandonment” and “unattended animal” as well as prohibit keeping an animal on any median longer than it takes to cross the street, regardless of the owner’s presence on or near the median. It would also increase the penalty for abandoning an animal from two hundred dollars (\$200) to five hundred dollars (\$500). It creates a fine structure for unattended animals—two hundred dollars (\$200) for the first offense and five hundred dollars (\$500) for subsequent offenses. Lastly, it creates a fine of two hundred dollars (\$200) for keeping an animal on a median.

Departments Affected:

Police Department (Animal Services)

Consequences of Not Enacting Legislation:

If this legislation is not adopted, keeping an animal on a median will not be illegal or subject to fine. Nor will Section 5-2 define “abandonment” and “unattended animal”. Lastly the penalty for abandoning an animal will remain two hundred dollars (\$200), and there would be no penalty for “unattended animals”.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

None at this time.

Performance and Administrative Implications:

Adopting this bill has potential implications for improving staff’s ability to respond to constituent complaints regarding abandoned and unattended animals.

Fiscal Implications:

**It is difficult to predict the number of violations for future years and whether the citations will result in successful payment of the related fines. However, for reference, no abandonment citations have been issued

in the past two years.

Fiscal Impact

** Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/</u>	\$ _____	\$ _____	\$ _____		_____	_____	
<u>Professional Services</u>							
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ _____	\$ _____	\$ _____				\$ _____

Expenditure Narrative:

**see Fiscal Implications narrative above.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

Signature:


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Signature:

Email:

**CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22_
Prohibiting Animals on Medians**

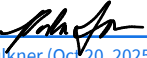
The following members of the Governing Body joined sponsorship of this legislation:


Alma Castro (Oct 8, 2025 16:35:16 MDT)
Alma Castro, Councilor

10/08/2025
Date

**CITY OF SANTA FE, NEW MEXICO
CO-SPONSOR(S) TO BILL NO. 2025-22
Banning Animals on Medians**

The following members of the Governing Body joined sponsorship of this legislation:


Pilar Faulkner (Oct 20, 2025 10:44:37 MDT)
Pilar Faulkner, Councilor

10/16/2025
Date



CITY OF SANTA FE

Memorandum

Date: September 11, 2025

To: Governing Body; Public Works and Utilities Committee; Quality of Life Committee; Finance Committee

From: Henri Hammond-Paul, Community Health and Safety Director

RE: Establishing a Micro Community in Every District

EXECUTIVE SUMMARY:

The proposed resolution would require a Micro Community in every City of Santa Fe (“City”) Council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why a Micro Community in one or more Council districts is not possible and making related recommendations.

BACKGROUND:

On April 26, 2023, the Governing Body adopted Resolution No. 2023-16, which established the “Safe Outdoor Spaces” as an alternative sheltering model for those experiencing homelessness and for whom standard shelter options are not feasible. Safe Outdoor Spaces provides private, non-congregate sleeping quarters, access to bathrooms and showers, laundry facilities, meals, and connections to services, including access to case managers and services providers. A Safe Outdoor space provides a regular place to return, a comfortable, climate-controlled place to sleep, a secure place for storing belongings, agency and ownership, community support, and enables outreach workers and case managers to know where to find the people they are assisting.

In December of 2023, the Governing Body approved a pilot agreement between the City and Christ Lutheran Church and Life Link to establish a Micro Community in City Council District 2. The City approved developing a second Micro Community through Resolution No. 2025-38 at 2395 Richards Avenue, located next to Fire Station 7 and the Genoveva Chavez Community Center in City Council District 4. To date, the Governing Body has not approved Micro Communities in Council districts 1 or 3.

ATTACHMENTS:

Resolution
Fiscal Impact Report

1 **CITY OF SANTA FE, NEW MEXICO**

2 **RESOLUTION NO. 2025-__**

3 **INTRODUCED BY:**

4
5 Mayor Alan Webber
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9
10 **A RESOLUTION**

11 **REQUIRING A “MICRO COMMUNITY” IN EVERY CITY OF SANTA FE COUNCIL**
12 **DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A**
13 **PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND**
14 **RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN**
15 **EVERY DISTRICT CAN BE ACHIEVED.**

16 **WHEREAS**, the City’s “Point-in-Time Count” and daily outreach and emergency services
17 data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex
18 behavioral health, substance use, and trauma-related needs; and

19 **WHEREAS**, the City of Santa Fe (“City”) recognizes homelessness as a public priority
20 requiring coordinated and innovative shelter responses; and

21 **WHEREAS**, Safe Outdoor Spaces, also called “Micro Communities” are comprised of
22 individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case
23 management, and 24 hour-a-day, 7 day-a-week, supervision, designed to provide a safe and stable
24 environment for persons experiencing chronic homelessness; and

25 **WHEREAS**, the City has a history of supporting Micro Communities as a model to serve

1 a crucial public health and public safety function by reducing the spread of disease, decreasing
2 emergency service calls, improving neighborhood conditions, and reducing the number of people
3 living unsheltered in parks, arroyos and public spaces; and

4 **WHEREAS**, in April 2023, the Governing Body adopted Resolution No. 2023-16, which
5 supported Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter
6 infrastructure, land, and operators to serve people for whom traditional shelter options are not
7 viable; and

8 **WHEREAS**, in December of 2023, the Governing Body approved a pilot agreement
9 between the City and Christ Lutheran Church and Life Link to provide housing to unsheltered
10 individuals, establishing the first Safe Outdoor Space in Santa Fe in City Council District 2; and

11 **WHEREAS**, through Resolution No. 2025-38, the City approved developing a second
12 Micro Community at 2395 Richards Avenue located next to Fire Station 7 and the Genoveva
13 Chavez Community Center in City Council District 4; and

14 **WHEREAS**, equitable access to shelter and services across all districts is essential to
15 ensure that all residents of Santa Fe are treated with dignity and have opportunities to access support
16 close to where they live; and

17 **WHEREAS**, responding to the challenges of homelessness requires a city-wide,
18 community-wide response with all parts of Santa Fe participating and contributing, with ample
19 community engagement and transparent planning; and

20 **WHEREAS**, the City wishes to establish a Micro Community in each city council district
21 to ensure citywide access to safe shelter and supportive services.

22 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
23 **CITY OF SANTA FE** that the City shall establish a Micro Community in every City council
24 district by January 1, 2027.

25 **BE IT FURTHER RESOLVED** that if a Micro Community is not established in every

1 City council district, the City Manager or designee shall present to the Governing Body the reasons
2 why it has not happened and make further recommendations as to how and when Micro
3 Communities can be established at the earliest possible date.

4 **BE IT FURTHER RESOLVED** that the City Manager or designee shall develop an
5 implementation plan that recognizes and credits districts that have one or more Micro Communities
6 and otherwise identifies potential locations, budget estimates, and projected timelines for
7 establishing a Micro Community in districts without a Micro Community.

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9 PASSED, APPROVED, and ADOPTED this _____ day of _____, 2025.

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12 _____
13 ALAN WEBBER, MAYOR

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15 ATTEST:

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17 _____
18 ANDRÉA SALAZAR, CITY CLERK

19 APPROVED AS TO FORM:

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21 *Erin McSherry*
Erin McSherry (Sep 19, 2025 17:26:09 MDT)
22 ERIN K. McSHERRY, CITY ATTORNEY

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25 *Legislation/2025/Resolutions/Establishing a Micro Community in Every District*

FISCAL IMPACT REPORT

General Information:

(Check) Bill: _____ Resolution: X

Short Title(s): Establishing a "Micro Community" in Each District

Sponsor(s): Mayor Alan Webber

Reviewing Department(s): Community Health and Safety Department

Staff Completing FIR: Henri Hammond-Paul Date: 9/12/2025 Phone: (505) 490-7818

Reviewed by City Attorney: *Erin McSherry* Erin McSherry (Sep 19, 2025 17:26:09 MDT) Date: 09/19/2025

Reviewed by Finance Director: *Emily K. Ostar* Date: 09/19/2025

Summary:

The proposed resolution would require a "Micro Community" in every City of Santa Fe ("City") council district to provide shelter and supportive services for individuals experiencing homelessness in Santa Fe, by January 1, 2027. Alternatively, in the event a Micro Community in each district is not possible, the resolution requires a presentation to the Governing Body, describing the reasons why it is not possible and making related recommendations.

Departments Affected:

Community Health and Safety Department and Community Development Department

Consequences of Not Enacting Legislation:

If this legislation is not adopted, then Micro-Communities would not be required in all City Council districts.

Conflict, Duplication, Companionship, or Relationship to Other Legislation:

Resolutions 20203-16 and 2025-38

Performance and Administrative Implications:

Community Health Services ("CHS") does not currently have operating or contracting/professional service funds to place Micro Communities in every City Council district. If the City wants to have a Micro Community in each district, the City will need to allocate recurring funds for operations and one-time funds for construction.

Fiscal Implications:

Fiscal Implications of this resolution will vary, depending on the specifics of each Micro Community. Characteristics such as food preparation capacity, land development needs, and security needs influence cost for implementing and operating each area.

Fiscal Impact

_____ Check here if no fiscal impact

Expenditures

Expenditure Type	FYE 2025	FYE 2026	FYE 2027	Require BAR (Y/N)	Recurring (R) or Non-recurring (NR)	Fund	3-Year Total Cost
<u>Personnel and Benefits*</u>	\$ _____	\$ _____	\$ _____	_____	_____	_____	
<u>Capital Outlay</u>	\$ 400,000	\$ _____	\$ _____	_____	_____	_____	
<u>Contractual/ Professional Services</u>	\$ 500,000	\$ 500,000	\$ 2,000,000		_____	_____	
<u>Operating</u>	\$ _____	\$ _____	\$ _____		_____	_____	\$ _____
<u>Total:</u>	\$ 900,000	\$ 500,000	\$ 2,000,000				\$ 3,400,000

Expenditure Narrative:

CHS identifies that it costs about \$500,000 to operate a given Micro Community of 30-40 units on an annual basis. The City has Pallet units sufficient to open Micro Communities in every City Council district in storage currently. Also, the team is looking into local solutions to reduce development and construction costs.

Revenue

Revenue Type	FYE 2025	FYE 2026	FYE 2027	Recurring (R) or Non-recurring (NR)	Fund
General Fund	\$ _____	\$ _____	\$ _____	_____	_____
Special Revenue	\$ _____	\$ _____	\$ _____	_____	_____
CIP	\$ _____	\$ _____	\$ _____	_____	_____
Enterprise	\$ _____	\$ _____	\$ _____	_____	_____
Internal Service	\$ _____	\$ _____	\$ _____	_____	_____
Trust and Agency	\$ _____	\$ _____	\$ _____	_____	_____
Federal	\$ _____	\$ _____	\$ _____	_____	_____
Other	\$ _____	\$ _____	\$ _____	_____	_____
Total	\$ _____	\$ _____	\$ _____		

Revenue Narrative:

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CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
A Micro Community in Each District

Mayor and Members of the City Council:

This amendment WILL change the caption. ___

This amendment WILL NOT change the caption. ___X___

I intend to propose amending Resolution No. 2025-__ as follows:

CITY OF SANTA FE, NEW MEXICO
RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Pilar Faulkner

Councilor Jamie Cassutt

AMENDMENT A – BLUE – Councilor Jamie Cassutt

A RESOLUTION

REQUIRING A “MICRO COMMUNITY” IN EVERY CITY OF SANTA FE COUNCIL DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN

1 **EVERY DISTRICT CAN BE ACHIEVED.**

2 **WHEREAS**, the City’s “Point-in-Time Count” and daily outreach and emergency services
3 data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex
4 behavioral health, substance use, and trauma-related needs; and

5 **WHEREAS**, the City of Santa Fe (“City”) recognizes homelessness as a public priority
6 requiring coordinated and innovative shelter responses; and

7 **WHEREAS**, Safe Outdoor Spaces, also called “Micro Communities” are comprised of
8 individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case
9 management, and 24 hour-a-day, 7 day-a-week, supervision, designed to provide a safe and stable
10 environment for persons experiencing chronic homelessness; and

11 **WHEREAS**, the City has a history of supporting Micro Communities as a model to serve
12 a crucial public health and public safety function by reducing the spread of disease, decreasing
13 emergency service calls, improving neighborhood conditions, and reducing the number of people
14 living unsheltered in parks, arroyos and public spaces; and

15 **WHEREAS**, in April 2023, the Governing Body adopted Resolution No. 2023-16, which
16 supported Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter
17 infrastructure, land, and operators to serve people for whom traditional shelter options are not
18 viable; and

19 **WHEREAS**, in December of 2023, the Governing Body approved a pilot agreement
20 between the City and Christ Lutheran Church and Life Link to provide housing to unsheltered
21 individuals, establishing the first Safe Outdoor Space in Santa Fe in City Council District 2; and

22 **WHEREAS**, through Resolution No. 2025-38, the City approved developing a second
23 Micro Community at 2395 Richards Avenue located next to Fire Station 7 and the Genoveva
24 Chavez Community Center in City Council District 4; and

25 **WHEREAS**, equitable access to shelter and services across all districts is essential to

1 ensure that all residents of Santa Fe are treated with dignity and have opportunities to access support
2 close to where they live; and

3 **WHEREAS**, the geographical character of the city council districts varies with respect to
4 geographic size, density, and use, and it is important to space the Micro Communities apart from
5 one another; and

6 **WHEREAS**, choosing Micro Communities sites that are scattered throughout Santa Fe is
7 a best practice, allowing Micro Community residents to integrate into the larger community while
8 receiving ongoing support and stability; and

9 **WHEREAS**, responding to the challenges of homelessness requires a city-wide,
10 community-wide response with all parts of Santa Fe participating and contributing, with ample
11 community engagement and transparent planning; and

12 **WHEREAS**, the City wishes to establish a Micro Community in each city council district
13 such that each Micro Community is geographically spaced apart from one another to ensure
14 citywide access to safe shelter and supportive services.

15 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
16 **CITY OF SANTA FE** that the City shall establish a Micro Community in every city council
17 district by January 1, 2027.

18 **BE IT FURTHER RESOLVED** that the Micro Community sites will not be concentrated
19 in a single geographic location, even if those sites are technically in different city council districts,
20 and the City will prioritize identifying sites for Micro Communities in areas of the community that
21 are not currently providing any homelessness services.

22 **BE IT FURTHER RESOLVED** that if a Micro Community is not established in every
23 city council district, the City Manager or designee shall present to the Governing Body the reasons
24 why it has not happened and make further recommendations as to how and when can be established
25 at the earliest possible date.

1 Amendment approved as to form:

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3 Erin McSherry

Erin McSherry (Oct 29, 2025 16:54:32 MDT)

4 Erin K. McSherry, City Attorney

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7 ADOPTED: _____

8 NOT ADOPTED: _____

9 DATE: _____

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12 ANDRÉA SALAZAR, City Clerk

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25 *Legislation/Amendment/2025/Resolutions/Establishing a Micro Community in Every District*

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CITY OF SANTA FE, NEW MEXICO
PROPOSED AMENDMENT(S) TO RESOLUTION NO. 2025-__
A Micro Community in Each District

Mayor and Members of the City Council:

This amendment WILL change the caption. _____

This amendment WILL NOT change the caption. X

I intend to propose amending Resolution No. 2025-__ as follows:

CITY OF SANTA FE, NEW MEXICO
RESOLUTION NO. 2025-__

INTRODUCED BY:

Mayor Alan Webber

Councilor Pilar Faulkner

Councilor Jamie Cassutt

GREEN - AMENDMENT C – Councilor M. Garcia

A RESOLUTION

REQUIRING A “MICRO COMMUNITY” IN EVERY CITY OF SANTA FE COUNCIL DISTRICT BY JANUARY 1, 2027, OR, IF THAT TIMELINE IS NOT MET, A

1 **PRESENTATION EXPLAINING THE BARRIERS TO MEETING THE TIMELINE AND**
2 **RECOMMENDING HOW AND WHEN THE GOAL OF A MICRO COMMUNITY IN**
3 **EVERY DISTRICT CAN BE ACHIEVED.**

4 **WHEREAS**, the City’s “Point-in-Time Count” and daily outreach and emergency services
5 data confirm a persistent and visible population of unsheltered individuals in Santa Fe with complex
6 behavioral health, substance use, and trauma-related needs; and

7 **WHEREAS**, the City of Santa Fe (“City”) recognizes homelessness as a public priority
8 requiring coordinated and innovative shelter responses; and

9 **WHEREAS**, Safe Outdoor Spaces, also called “Micro Communities” are comprised of
10 individual, non-congregate, secure, units, with access to restrooms, meals, laundry, case
11 management, and 24 hour-a-day, 7 day-a-week, supervision, designed to provide a safe and stable
12 environment for persons experiencing chronic homelessness; and

13 **WHEREAS**, the City has a history of supporting Micro Communities as a model to serve
14 a crucial public health and public safety function by reducing the spread of disease, decreasing
15 emergency service calls, improving neighborhood conditions, and reducing the number of people
16 living unsheltered in parks, arroyos and public spaces; and

17 **WHEREAS**, in April 2023, the Governing Body adopted Resolution No. 2023-16, which
18 supported Safe Outdoor Spaces and directed the City Manager to pursue contracts for shelter
19 infrastructure, land, and operators to serve people for whom traditional shelter options are not
20 viable; and

21 **WHEREAS**, in December of 2023, the Governing Body approved a pilot agreement
22 between the City and Christ Lutheran Church and Life Link to provide housing to unsheltered
23 individuals, establishing the first Safe Outdoor Space in Santa Fe in City Council District 2; and

24 **WHEREAS**, through Resolution No. 2025-38, the City approved developing a second
25 Micro Community at 2395 Richards Avenue located next to Fire Station 7 and the Genoveva

1 Chavez Community Center in City Council District 4; and

2 **WHEREAS**, equitable access to shelter and services across all districts is essential to
3 ensure that all residents of Santa Fe are treated with dignity and have opportunities to access support
4 close to where they live; and

5 **WHEREAS**, responding to the challenges of homelessness requires a city-wide,
6 community-wide response with all parts of Santa Fe participating and contributing, with ample
7 community engagement and transparent planning; and

8 **WHEREAS**, the City wishes to establish a Micro Community in each city council district
9 to ensure citywide access to safe shelter and supportive services.

10 **NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE**
11 **CITY OF SANTA FE** that the City shall establish a Micro Community in every City council
12 district by January 1, 2027.

13 **BE IT FURTHER RESOLVED** that the City Manager shall present proposed Micro
14 Community locations to the Governing Body for review and obtain approval of the locations from
15 the Governing Body before establishing new Micro Communities.

16 **BE IT FURTHER RESOLVED** that if a Micro Community is not established in every
17 City council district, the City Manager or designee shall present to the Governing Body the reasons
18 why it has not happened and make further recommendations as to how and when Micro
19 Communities can be established at the earliest possible date.

20 **BE IT FURTHER RESOLVED** that the City Manager or designee shall develop an
21 implementation plan that recognizes and credits districts that have one or more Micro Communities
22 and otherwise identifies potential locations, budget estimates, and projected timelines for
23 establishing a Micro Community in districts without a Micro Community.

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25 Respectfully submitted,

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Michael Garcia, Councilor

Amendment approved as to Form:


Erin McSherry (Oct 29, 2025 18:20:22 MDT)

Erin K. McSherry, City Attorney

ADOPTED: _____

NOT ADOPTED: _____

DATE: _____

ANDRÉA SALAZAR, City Clerk

Legislation/Amendment/2025/Resolutions/Establishing a Micro Community in Every District