

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar, Inc. dba International Truck, 2701 Navistar Drive, Lisle, IL 60532 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to 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.

Vendor 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.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

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

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

3. PRICING

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

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, Vendor 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.

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

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor 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, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); 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 Request Form will become an amendment to this Contract and 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. Vendor 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.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with 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 Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. 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 of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. 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 may be negotiated between a Participating Entity and Vendor, 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 worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor 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 goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcewell for the administrative fee amount of \$1,500 multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 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.

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, 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. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. 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 vendors which may be used until the next printing). Vendor 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 Vendor 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. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any 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.

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), 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-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

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

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or 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 Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

23. 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 also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 10:48 PM CDT

Navistar, Inc. dba International Truck
DocuSigned by:
By: Martin White
7DDC1A007F87474...
Martin White
Title: Director Vocational Sales
Date: 8/5/2020 | 2:13 PM CDT

Approved:
DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/5/2020 | 2:18 PM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Navistar, Inc
Address: 2701 Navistar Drive
Lisle, Illinois 60532
Contact: Martin White
Email: Martin.White@Navistar.com
Phone: 312-339-2249
Fax: 331-332-2370
HST#: 36-1264810

Submission Details

Created On: Tuesday April 21, 2020 10:24:33
Submitted On: Tuesday June 09, 2020 14:41:32
Submitted By: Martin White
Email: Martin.White@Navistar.com
Transaction #: 8493bc2e-ffb5-412b-bfdc-d088a8afc44d
Submitter's IP Address: 174.221.160.243

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Navistar, Inc. d/b/a International Truck
2	Proposer Address:	2701 Navistar Drive Lisle, IL. 60532
3	Proposer website address:	https://www.internationaldelivers.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Martin White Director, Vocational Sales martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Martin White Director, Vocational Sales 2701 Navistar Drive Lisle, IL. 60532 martin.white@navistar.com 331-332-2370 Office 312-339-2249 Cell
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bob Mann Vice President & Assistant General Manager Vocational Business 2701 Navistar Drive Lisle, IL. 60532 bob.l.mann@navistar.com 331-332-2070 Office 815-631-3220 Cell

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Navistar traces its roots to Cyrus McCormick and his invention of the mechanical reaper in 1831. The company expanded with the growth of the farm equipment industry throughout the 19th century and relocated to Chicago. After the turn of the century after merging and purchasing other farm equipment manufacturers, the company renamed itself as the International Harvester Company. During the 20th century, International branded trucks hit the market and continued to grow into larger trucks and school buses. In 1985 the company sold the farm equipment business and chose Navistar as the new corporate name and continued to invest in the truck, bus and engine businesses.</p> <p>Today the company builds International trucks and IC Bus products that are sold around the globe and also owns MWM in Brazil and 35% of Navistar Defense. International has the largest dealer network in North America (714 locations across US/Canada) and has a leading position in the government sector. We recently expanded our service network by partnering with Love's Truck Stops (350 additional locations) to even further expand our service capabilities in pursuit of better supporting our customers. International has also opened a new parts distribution center in Memphis to provide even faster shipment of parts. In addition, International offers a proprietary wireless service called On Command Connection (OCC) that takes all the engine and chassis signals off of a truck and puts them into an easy to use app that allows customers to see their fleet health reports and any upcoming service issues. There are over 640,000 vehicles on OCC and they are made up of all makes of trucks, not just International.</p> <p>Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.</p> <p>The International dealer network has sold more than 1,350 trucks to 377 Sourcewell Members off of the contract we currently hold and we look forward to serving even more members in the future.</p> <p>Our Investor Relations has a more detailed History at this link https://www.navistar.com/whoweare/heritage</p> <p>Additional website links: e-Mobility Medium Truck Video: https://youtu.be/oa654aDi8eE e-Mobility School Bus Video: https://youtu.be/TkO8GPvGM2k On Command Connect Video: https://youtu.be/1bxxUsJw International 360 Video: https://youtu.be/NFfM6z33WqI</p>
8	What are your company's expectations in the event of an award?	<p>As a current Awarded Sourcewell Contract holder, Navistar will continue to grow Sourcewell business and serve more Sourcewell Members. Navistar has experienced year over growth year with our current award. We talk about Sourcewell at all dealer meetings and our leadership tracking our progress and asking what resources we need to be successful. Adding more Members to Sourcewell is another objective, along with doubling our sales. We have added a parts program to this RFP using the International "Fleet Charge" Program. Education, Communication, Promotion and Collaboration are our key ingredients in making this award successful.</p>
9	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>Key points on our financial strength include the following:</p> <ul style="list-style-type: none"> * \$1.5B of cash at the end of our 2nd quarter April 30. * 7 consecutive years of improvement to Adjusted EBITDA * Significant decrease in warranty expense / spend recognizing the best in class quality of our products * Decreases in our used truck inventory reflecting improvements in our products and increasing market share <p>In the attachments there is a power point document that speaks to Navistar Financial Accomplishments.</p> <p>Also attached in this section is Navistar's FY19 10-K Annual Report as well as FY20's quarterly 10-Q reports for our 1st and 2nd quarters.</p> <p>Navistar Investor Relations Website: https://ir.navistar.com/financials/annual-reports/default.aspx</p>
10	What is your US market share for the solutions that you are proposing?	<p>International Market Share for class 6-8 trucks in Government Segment for the U.S. is 28% (Feb 2020 data)</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>International Market Share for class 6-8 trucks in Government Segment for Canada is 38% (Mar 2020 data)</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Navistar has never filed or petitioned for bankruptcy protection in our 100+ year history.</p>

13	<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>Navistar is a Truck and Bus manufacture, that sells our products to Sourcewell Members through our Dealer Network in the U.S. and Canada.</p> <p>International dealers are independently owned, and their ability to serve as an International Dealer is tied to a Sales and Service Agreement we hold with them. That agreement requires the dealer to meet standards that we have set for them and that they have agreed to. The Sales Reps that are at the dealership are employees of that dealership and will have proper licenses (if required) to sell the vehicles to Sourcewell Members.</p> <p>International has Vocational Sales Managers assigned to the Government Customers that work with the dealers to grow our government business and serve the Sourcewell Membership.</p> <p>International has a Sourcewell Website that we use with our current Sourcewell Contract. It also has the dealer locator included with it: https://internationaltrucks.com/sourcewell</p>	*
14	<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>States and Local Governments may require Sales Reps to have a License. Navistar requires the International Dealer to meet those requirements in order to sell trucks in their defined territory. International provides Government Training Annually in person at each region.</p>	*
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>We have no knowledge of Navistar being subject to "Suspension and Debarment" in the past 10 years.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Navistar's Parts Distribution Centers Top the Industry's best 3 years running (Carlisle and Company Performing Warehouse Award)</p> <p>Oscar Horton, Dealer Principal at Sun State International Tampa, FL was named American Truck Dealer of the Year 2020 for all makes and brands of trucks sold in North America.</p> <p>ISO 14001 Escobedo, Nuevo Leon, Mexico truck assembly plant Huntsville, Ala. engine plant Jesús María, Cordoba, Argentina engine plant Melrose Park, Ill. engine plant and engineering center Santo Amaro, São Paulo, Brazil engine plant Springfield, Ohio truck assembly plant Tulsa, Okla. bus plant</p> <p>ISO 9001:2015 Certification Certified Sites: Multi-Site Certificate #FM72225 Lisle, IL – Navistar, Inc. World HQ including Corporate Support and Product Engineering Melrose Park, IL – Navistar, Inc. IPD/Engineering New Carlisle, IN – Navistar Proving Grounds Escobedo, Mexico – Navistar, Inc. Escobedo Assembly Plant Springfield, OH – Navistar, Inc. Springfield Assembly Plant Huntsville, AL – Navistar Big Bore Diesel Plant Lisle, IL - Navistar Defense, LLC (Headquarters) Madison Height, MI – Navistar Defense, LLC (Engineering and Technical Center) West Point, MS – Navistar Defense, LLC (West Point Assembly Plant)</p> <p>Navistar Achieved US Dept. of Energy Better Buildings Award in 2019</p> <p>In 2019 for the ninth consecutive year Navistar Mexico being recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo assembly plant.</p> <p>Navistar Sustainability Report is in attachments.</p>
17	What percentage of your sales are to the governmental sector in the past three years	The Government Sector makes up 50% of the International Branded Vocational Business and 7% of the total truck and bus business at Navistar annually, (2019)
18	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business at Navistar annually. (2019)
19	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>Navistar holds contracts with the following Cooperative Agreements: Sourcewell Class 4-8 Trucks 540 Onondaga County (NY) 76</p> <p>The International Dealers hold the following larger Contracts Greater Boston Police Council 29 Florida Sheriff's 93 NC Sheriff's 19 Buy Board 73 HGAG 19 Cooperative Education Services NM 55 Education Services Comm. of NJ 125</p>
20	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?	Navistar currently holds a GSA Contract for Trucks Class 6-8 trucks that averages 350-400 annually. The GSA Bus Contract is held by our dealer in the D.C. Metro Area (K. Neal) and it averages 60 units annually.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of West Des Moines, Iowa	Rian Rasmussen	515-222-3480	*
State of Missouri	Jason Kolks	573-522-1620	*
City of Racine, Wisconsin	Nick Becker	252-620-5634	*
Dane County Wisconsin	Bert Schwab	608-576-2730	

Table 5: Top Five Government or Education Customers

Line Item 22. 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 *	
U.S. Government	Government	Virginia - VA	Vocational Tractors	1597	\$175,000,000	*
Sourcewell	Government	Minnesota - MN	All models of Trucks and Tractors	1350	\$136,700,000	*
GSA	Government	Virginia - VA	All models of Trucks and Tractors	1078	\$133,121,085	*
New York State Contracts	Government	New York - NY	Vocational Plow Trucks and Medium Duty Patrol Trucks	987	\$155,397,037	*
Illinois DOT	Government	Illinois - IL	Vocational Plow Trucks and Specialized Vehicles	738	\$80,152,793	*

Table 6: 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 *	
23	Sales force.	International Trucks are sold through the International Dealer Network. There are 714 dealer locations in the U.S and Canada (978 Service locations) and more than 1500 sales reps at those dealerships. Below is a link to find local International Dealership. https://www.internationaltrucks.com/dealer-locator	*
24	Dealer network or other distribution methods.	For the Sourcewell Contract, all units will be sold through the International Dealer Network. Every Sales Person at every dealership has the ability to sell and serve the Sourcewell Membership.	*
25	Service force.	Navistar can best serve the Sourcewell Members through the largest dealer network in North America (International Brand) with 714 stand alone locations of which 628 are Warranty locations. * 6,239 service bays * 6,069 technicians In addition to the International Dealer Network, Loves Travel Centers have 350 locations set up to do repairs and Warranty that takes less than 3 hours to complete. Love's has: * 875 service bays * 1,150 technicians. In attachments are a summary sheet also highlighting body shop capabilities.	*

26	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>1. Diamond Edge is a Performance Program for the International Dealer Service operations that impact a Dealerships overall OEM evaluation/performance score.</p> <p>a. In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce Diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise.</p> <p>b. Technician Education and Certification.</p> <p>c. Vehicle Write up in 15 minutes.</p> <p>d. Vehicle diagnosed and communicated back to customer within 2 hours.</p> <p>e. Predictive parts stocking logic to ensure Parts are on the Shelf for unplanned service events.</p> <p>f. Velocity metrics to ensure repairs to be completed within 24-48 hours of arrival at the dealership.</p> <p>2. Prestige Standards Dealership and network standards impact capabilities. These capabilities ensure the dealer network is up to a consistent standard and representations for: Facilities, Parts, Service, Marketing and Used Truck. These expectations are developed and monitored within our Dealer Operations, driving a grading that roles into the Dealer(s) overall OEM evaluations/performance score.</p> <p>Navistar can best serve the Sourcewell Members through the largest dealer network in North America.</p> <p>Navistar tracks the Repair Velocity at the International Dealerships. For all repairs 76.3% of the repairs are completed in 24 hours.</p> <p>A26 engine repairs, have an 83.2% completion rate within 24 hours. (from time unit arrives until it gets in a bay and worked on by a technician).</p> <p>Navistar is pleased to offer an Exclusive Incentive for Sourcewell Membership. Each International Truck Purchased off of this Sourcewell Contract will get:</p> <ul style="list-style-type: none"> * \$200 per unit credited to the "Fleet Charge" Parts and Service Card. No Cap * Units sold with the A26 engine will get an additional \$200 credit for a total of \$400 per unit. No Cap * There is no limit of the dollars earned. * Members will need to be enrolled in the "Fleet Charge" Program to make sure all purchases are tracked and recorded as well as reciving the proper Fleet Pricing. * If a member already has Fleet Charge or qualifies for additional incentives, those will be added to Fleet Charge Card. Program in appendix describes the program and the discounts. Program is in attachments for this section. 	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International has the broadest Product offering and the largest dealer network to serve customers in the United States including Alaska, Puerto Rico and Hawaii.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International has the broadest Product offering and the largest dealer network to serve customers in the Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	U.S. Territories in the Pacific and U.S. Virgin Islands	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ol style="list-style-type: none"> 1. Press Splash when Contract is renewed with trip to Staples 2. Put Award information in Social Media, Dealer and Customer Communications plus messaging to TEM's that are in the Diamond Partner Program 3. Joint Marketing Effort with NCL Muni Finance that uses Linked in plus You Tube Videos. 4. Utilize Sourcewell Banners and Materials at Trade Shows and regional Events 5. Include Andy Campbell in meetings with dealers, sales teams and members 6. Utilize Sourcewell Materials, Contract Award Materials, and NCL Materials on the Sales and Marketing Resource Center with the Dealer Reps 7. Provide Dealers with updated Sourcewell Membership List 8. Use Parts Program as opportunity to sign up members to Sourcewell 9. Co-op funds for dealers to hold Sourcewell Events 10. Participation in local events set up by Sourcewell
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>International has a Sourcewell Website https://www.internationaltrucks.com/sourcewell that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 2 years targeting Government and non-profit agencies back to this page.</p> <p>We use blended customer database to identify and conduct outreach campaigns to Local/State/Government accounts through multi-channel campaigns that include eCRM/Email, Outbound Telemarketing, Direct Mail, etc... We adhere to CAN-SPAM regulations and related requirements for Outbound and Direct mail campaigns.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We rely on Karen Otremba at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell, the members and our dealers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	International offers parts through e-procurement, but does not currently offer a Truck e-Procurement System. Sourcewell Member should be able to work out with selling dealer as many vehicles sold are done using e-Procurement. International Dealer have been operating during current COVID-19 situation, much of it has been done electronically. Sourcewell Program has been a great help in this area.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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>Every International Truck sold to Sourcewell Membership, comes with the International "Silver Package". The "Silver Package" provides member with 2 years of online parts and service information, including all service bulletins and iKnow technical help as well as health history information. This is a \$1500 value at no-charge. Service Training is not standard or included with the product. Training can be done on-line, some is fee based and some may be available through the local dealer's University Website Portal. Training done in person, or at a Navistar Training Center does have fees involved. These fees would be the same fees a dealer would pay. Between the selling dealer and equipment provider, product operation training should be done at time of delivery. All Parts bought through Navistar carry a 12 month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would also be included.</p> <p>International 360 was recently launched last fall, it provides revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360, https://www.internationaltrucks.com/360</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Safety continues to be at the forefront of most spec discussions. International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on Class 6-8 products. Driver Safety is that important to us at Navistar.</p> <p>Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well.</p> <p>Roll-Tek Seats are available and have been selected been selling in Plow Application.</p> <p>Diamond Logic Electrical System was updated to 500K with new MV, HV, RH, LT (Electrical Safety Options). The Diamond Logic Electrical System provides many orderable safety features as well as providing the TEM's with easy electrical hook up that does not require taking apart the factory electrical system. Some of the most popular Diamond Logic Features are:</p>

- * DOT lighting walk around
- * Auto Neutral
- * Park Brake Alarms
- * Seat Belt On
- * Work Light Off Controls
- * Headlights on with Wipers
- * Radio Off in Reverse
- * PTO Control that prevents the PTO from being re-engaged

Diamond Logic You Tube Video is; <https://www.youtu.be/7SQUnh2VIM>

The MV, HV, RH and LT Models got updated chassis configurations along with new Doors, Cab configuration, Driver Amenities and Mirrors to maximize driver comfort, visibility and productivity. Stalk Shifter and redesigned gauge cluster keeps drivers eyes on the road versus looking around the cabin. We are the only manufacture that offers set forward axle in all engine configurations with integral front frame extensions for optimal plow set up.

International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 for the most demanding Horsepower and Torque requirements. The Cummins single can aftertreatment system is used on the Cummins Product as well as the International A26.

Corrosion Features are very important to Sourcewell Members in U.S and Canada. Below is a partial list of the corrosion features available on the International HV series:

- * Stainless Oil Pans (B-6.7, L-9, A26)
- * Galvanized Frame Rail Option
- * Remote Power Modules in the cab
- * Allison Transmission Control Module in the Cab
- * Stainless Bolts for Allison Transmission Pan
- * Stainless Cooler Lines
- * Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX
- * E-Coat Cab
- * Galvanneal Treated Cab on MV, HV, RH, LT and Lonestar.

Large 3 person cab with optional extended cabs as well as full crew cabs on MV and HV Products.

The International A26 is available in the HV, RH, LT and HX models up to 500hp, with both Front Engine PTO as well as Rear Engine PTO Capabilities.

The International HX goes up to 630hp with the X-15

The newest member of the International product line is the CV which has a traditional truck frame including optional integral front frame extensions, The CV has stretched the GVW boundaries of the class 4-5 market into class 6 with 22,500# gvww on 4x4's and 23,500# on the 4x2's and has a powerful 6.6L engine with multiple Allison Transmissions.

Below are the links to specific products that can be very helpful:

Engines that Power International Trucks:

<https://www.internationaltrucks.com/engines>

Model Specific Links:

<https://www.internationaltrucks.com/cv-series>

<https://www.internationaltrucks.com/mv-series>

<https://www.internationaltrucks.com/hv-series>

<https://www.internationaltrucks.com/hx-series>

<https://www.internationaltrucks.com/rh-series>

<https://www.internationaltrucks.com/lt-series>

<https://www.internationaltrucks.com/lonestar>

You Tube:

New International Line Up:

<https://youtu.be/1X-XZZRUv3M>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Included in the appendix is the 2018 Navistar Sustainability Report. https://www.navistar.com/StaticFiles/whoweare/Navistar_Sustainability_Report_2018.pdf. It touches on the following:</p> <p>Products Operations Communities Charts on Progress GRI Content Index</p> <p>Highlights would be: Fuel Efficiency Package with A26 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus (press release also in appendix) Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption since 2010. In addition, Navistar leadership challenges operations to reduce electric consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. today more than 56% of our waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated deliver system from The Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non Hazardous Waste Generation are tracked and charted in this document.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third part eco-labels
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Navistar is a publicly Traded Company.</p> <p>We are committed to diversity, both internally within our workforce and externally within our supply base. We instituted our Supplier Diversity Program to bring awareness and emphasis to our practices, and to provide a competitive edge with our customers. Thirty years later, we continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. In this spirit, our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women and veterans, as well as small business enterprises. Our vision is to develop a strong foundation of highly qualified suppliers that can provide us with exceptional products and services. At Navistar, diversity is not only the right thing to do, it is the prudent thing to do. Our focus on diversity will continue to be an integral component of our business strategy.</p> <p>Navistar's Diversity Spend: * \$927,000,000 for 2019 * \$277,000,000 through 3/31/20</p> <p>WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM</p> <p>Small Business A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit: //www.sba.gov/content/am-i-small-business-concern.Minority-Owned Business</p> <p>A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American.Woman-Owned Business</p> <p>A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman. Veteran-Owned Business A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred</p>

or aggravated in the line of duty or while in training status also qualify as a veteran. Service-Disabled Veteran Owned Business

A service-disabled veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by service-disabled veterans; or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran; and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans Affairs, establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense. Reservists or members of the National Guard disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify.8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a) business development program, which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information

visit: [//www.sba.gov/content/8a-business-development-0](http://www.sba.gov/content/8a-business-development-0).Small Disadvantaged Business

A small disadvantaged business refers to a small business that is at least 51 percent owned, controlled, and operated on a daily basis by one or more disadvantaged persons. A disadvantaged person includes Black, Hispanic, Native, Asian Pacific, and Subcontinent Asian Americans. For more information visit: [//www.sba.gov/content/disadvantaged-businesses](http://www.sba.gov/content/disadvantaged-businesses).HUBZone Certified Business

A HUBZone certified business refers to a small business that is located in HUBZone (Historically Underutilized Business Zone), is owned and controlled by one or more United States Citizens, and at least 35% of its employees reside in a HUBZone. For more information visit: [//www.sba.gov/content/understanding-hubzone-program](http://www.sba.gov/content/understanding-hubzone-program).AbilityOne Qualified Nonprofit Agency

An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne Program. To participate in the AbilityOne Program, nonprofit agencies must associate with either NIB (National Industries for the Blind) or NISH. The AbilityOne Program is a federal initiative to help people who are blind or have other significant disabilities find employment. For more information visit: [//www.abilityone.gov](http://www.abilityone.gov).

CERTIFYING ORGANIZATIONS

National Minority Supplier Development Council (NMSDC) Regional Affiliates
1359 Broadway Suite 1000
New York, NY 10018

Tel: 212-944-2430

Small Business Administration's 8(a) and Small Disadvantaged Business Programs
409 3rd St., SW

Washington, D.C. 20416

Tel: 800-827-5722

Women's Business Enterprises National Council (WBENC)

1120 Connecticut Ave., NW, Suite 950

Washington, D.C. 20036

Tel: 202-872-5515

Fax: 202-872-5505

Chicago Minority Supplier Development Council (CMSDC)

216 W. Jackson Blvd., Suite 600

Chicago, IL 60606

Tel: 312-755-8880

Fax: 312-755-8890

Canadian Aboriginal and Minority Supplier Council

282 Richmond St. East, #101

Toronto, Ontario M5A 1P4

Tel: 905-479-1114

Women's Business Business Development Council (WBDC)

8 South Michigan Ave., 4th Floor

Chicago, IL 60603

Tel: 312-853-3477

Fax: 312-853-0145

SECOND-TIER PROGRAM

At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend. To begin reporting Second-Tier Spend, please complete Navistar's Supplier Diversity Registration.

41	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>The Largest Dealer Network in North America to sell and service the products used in the communities they serve.</p> <p>Strong Market share in Government Sector</p> <p>Sourcewell Knowledgeable Sales Professionals at the dealerships to serve the members</p> <p>Ability to provide Turn-Key Solutions</p> <p>A proven track record of growth with Sourcewell</p> <p>An award Winning Parts Distribution System as Members keep units in service far longer than commercial applications do.</p> <p>A completely Updated Product Offering with Specific Vocationally Focused Products to serve the Government Sector.</p> <p>Free On-Line Parts and Service Program</p> <p>Both Cummins and International Engines</p> <p>Joint Marketing and Sourcewell Promotion through NCL Muni Financing</p> <p>Parts Program Tailored to Sourcewell</p>
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Table 9: 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 *
42	Do your warranties cover all products, parts, and labor?	<p>International provides the following (Base Warranties will be included in supporting materials as they vary by model and powertrain)</p> <ol style="list-style-type: none"> 1. Warranty coverage is determined by a time and mileage limitation based on the sale date. 2. Coverage may vary between Base Vehicle and Base Engine Warranty Coverage and documented in the vehicle warranty coverage document. 3. Base warranty coverages have some components and/or defect modes which hold different coverage terms but are called out on warranty coverage document. 4. Any International Truck Dealership can perform warranty coverage repairs and file directly with Navistar. 5. If a customer qualifies and is approved to be a fleet level customer, they are allowed to file their own warranty claims. This can be done via Navistar Warranty Submission System. 6. Some suppliers such as: Cummins Engine, Allison Transmission, and other large Component Suppliers are required to return to their local distributors for warranty repairs. 7. Some suppliers require prior approvals to perform repairs even when performed by a Navistar Dealer. 8. If the repair is covered under warranty, the parts and labor are covered. 9. Over the Counter purchase of a part that is not installed by a Navistar Approved repair facility only receives the part expense of the warranty. If labor is also purchased with the part at a Navistar Approved service facility, then the Labor would also be included. 10. Parts returns are determined by Supplier agreements and needs, these parts are required to be returned under warranty. Requested parts back which are not returned are subject to a claim chargeback. Always hold on to the failed part until notified otherwise.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<ol style="list-style-type: none"> 1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry restrictions/limitations. 2. External influence, damage, modifications, etc... 3. Failure due to improper use, misapplication or abuse, could be denied 4. Failure due to improper maintenance, storage, deterioration, etc... 5. Supplier Direct warranty requirements i.e. Cummins/Allison, etc...
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<ol style="list-style-type: none"> 1. On Road vehicles that are still under towing coverage, have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to the dealer, we will reimburse for the road call in lieu of the tow expense. 2. This is not covered under the standard warranty period.
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Since our products are on highway vehicles, our warranty repairs are done at the dealership or a service provider authorized by Navistar. Navistar prefers that Sourcewell Members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs out to service those products, however the travel and labor expenses getting to and from those products is not covered under warranty.</p>

46	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>Navistar base warranty on International Trucks covers all vendors through the standard warranty offering. However, as indicated in previous response there are a few suppliers such as Cummins and Allison that require their concerns to return to their distributors for repair and warranty. Most International Dealers are certified to perform warranty work on Cummins product.</p> <p>Equipment installed at Navistar TSC Mod Centers will carry a 12 month warranty.</p> <p>For Turn Key Units, Equipment installed at the dealer, an outside mod center or a TEM/Up-fitter are not part of the Navistar Warranty, they would be covered by the party that manufactured the components/equipment and the party that installed it. The International Dealer will go through the warranty coverage in the proposal process including the installed equipment.</p> <p>We have included in the attachments the Navistar Base Warranty for vehicles offered in this proposal.</p>	*
47	What are your proposed exchange and return programs and policies?	<p>Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Personnel including our Technical Field Service Manager to expedite a repair plan. Our expectation is not only to resolve the Sourcewell Member's concern fully, but in a timely manor.</p>	*
48	Describe any service contract options for the items included in your proposal.	<p>International provides a wide variety of service contracts that are published as well as custom contracts to cover s a specific component or system to the Sourcewell Member. These Service Contracts/Warranties can be added to the spec of the truck when purchased or after the unit is built, but not delivered. Units that are in service may be eligible for extended warranty, but there are time limitations. On the A26 Engine, Navistar offers an optional 4 year / 100,000 mile / unlimited hour warranty for HV and HX models for \$999.</p>	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	For the Sourcewell Members, the International Dealer will carry the unit on their books for 30 days. Payment will take place prior to possession or upon arrival at the body company, unless Sourcewell Member makes other arrangements. If units are funded by NCL they can fund the vehicle when it arrives at the body company. For units going to a body company for that will not be funded by NCL or completed in 30 days, the selling dealer can add expense of those terms into the sale agreement.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	International dealers work with NCL muni financing for Sourcewell Members. NCL is a Sourcewell Contract holder with 20 years or Sourcewell experience and the flexibility to accommodate member needs.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The International Dealer will make sure the entity is a Sourcewell Member. If they aren't the Dealer will help the entity get signed up for Sourcewell. Once the Sourcewell Member has worked out the specs and equipment they need on the unit, the International Dealer will price the chassis and equipment using the Sourcewell Workbook Navistar Financial Team developed for the current contract. It makes sure the member gets the chassis and additional equipment priced properly as we laid out in the contract and provides an easy to read template that lays out the cost and demonstrates the discounts. Once that is completed the dealer submits the information to the Finance Team (CSA) who provides them an authorization number. When the purchase order arrives, the selling dealer send the workbook and the purchase order so the unit can be ordered. Shortly after the order is placed, the dealer will get an order/job number and a serial number for the vehicle. (A special feature code goes on all Sourcewell orders so they can easily be tracked in the system.) within 30 days of the order going into the system, the order will get fully coded and all the major components and any engineering will get scheduled prior to build. During this process the dealer will be communicating with the member and the TEM/Up-fitter to coordinate a timely installation and delivery.</p> <p>Order to build on the chassis is 120-150 days, with 15-20 days for shipment.</p> <p>Units with bodies installed can add additional 15-120 days depending on the equipment being installed and the lead times at the body installer.</p>
52	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?	Since the products sold will go through the International dealer channel, the ability to utilize a P-Card would need to be established between the Selling dealer and the Sourcewell Member. If the dealer can accommodate, they would need to add the cost of the fees incurred to the transaction. Those fees would be spelled out by the selling dealer in the proposal documentation.

Table 11: 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 *
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<p>53</p>	<p>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.</p>	<p>For all models except the CV Model - International will utilize a pricing program for the International Dealers that defines a percentage of discount, off the list price of all vehicles. Total Chassis list and Options List, less percentage discount equals the selling price of the chassis. For the CV models they will get stated dollar discounts that are subtracted from the list price of the vehicle to establish the sale price. Spreadsheet in appendix along with a sample proposal for each model. Sourcewell Members can modify the specs to their needs and are not limited to the specs submitted. Navistar's Pricing for the 2020 Sourcewell RFP for Class 4-8 Trucks is based on the U.S. Dollar. For units purchased by Sourcewell Members in Canada, an exchange rate will be added to the pricing on the Sourcewell Member's proposal. Navistar uses this same process for pricing with Government Business in Canada. When the dealer submits the Sourcewell Member Information for pricing, Navistar will provide the selling dealer with the appropriate exchange rate and will lock the exchange rate in effect the day it is quoted and that exchange rate will be honored for 60 days. If the unit(s) are turnkey with bodies and equipment on them, the selling dealer will confirm and communicate any exchange related items associated with the bodies and any installed equipment on the vehicle(s) as well as the chassis. The exchange rate and order by date will be noted in the pricing summary the selling dealer provides the Sourcewell Member. In addition, Sourcewell is very important to the government sector we serve in Canada and Navistar has 2 dedicated Representatives based in Canada to serve the Canadian Sourcewell Members and International Dealer Network in Canada</p>
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54	<p>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.</p>	<p>On MV, HV, HX, RH, LT and Lonestar Models the List discounts are attached and are between 34.5% and 54%.</p> <p>Pricing will be locked into Summer Price Pages for a year at a time. Federally Mandated Surcharges and Emissions will be added as required.</p> <p>Sample Pricing below and in attachment</p> <table border="0"> <tr> <td>MV 607 4x2</td> <td></td> <td>34.5% off list</td> <td></td> </tr> <tr> <td>HV 507607 4x2/4x4</td> <td></td> <td>34.5% off list</td> <td></td> </tr> <tr> <td>MV 607 6x4</td> <td></td> <td>35% off list</td> <td></td> </tr> <tr> <td>HV 507/607 6x4/6x6</td> <td></td> <td>35% off list</td> <td></td> </tr> <tr> <td>HV 513/613 4x2/6x4/8x6/6x6</td> <td>49.3% off list</td> <td></td> <td></td> </tr> <tr> <td>HX Models (all)</td> <td></td> <td>51% off list</td> <td></td> </tr> <tr> <td>RH 4x2/6x4</td> <td></td> <td>54% off list</td> <td></td> </tr> <tr> <td>LT 4x2/6x4</td> <td></td> <td>54% off list</td> <td></td> </tr> <tr> <td>LoneStar</td> <td></td> <td>51% off list</td> <td></td> </tr> </table> <table border="0"> <thead> <tr> <th>Model</th> <th>MSRP</th> <th>Discount</th> <th>Transaction</th> </tr> </thead> <tbody> <tr> <td>MV</td> <td>\$115,520</td> <td>34.5%</td> <td></td> </tr> <tr> <td></td> <td>\$75,665.60</td> <td></td> <td></td> </tr> <tr> <td>HV507 4x2</td> <td>\$115,183</td> <td>34.5%</td> <td>\$75,444.87</td> </tr> <tr> <td>HV507 6x4</td> <td>\$131,405</td> <td>35%</td> <td>\$85,413.25</td> </tr> <tr> <td>HV607 4x2</td> <td>\$115,183</td> <td>34.5%</td> <td>\$75,444.87</td> </tr> <tr> <td>HV607 6x4</td> <td>\$131,405</td> <td>35%</td> <td>\$85,413.25</td> </tr> <tr> <td>HV513 4x2</td> <td>\$185,289</td> <td>49.3%</td> <td>\$93,941.52</td> </tr> <tr> <td>HV513 6x4</td> <td>\$203,705</td> <td>49.3%</td> <td>\$103,278.44</td> </tr> <tr> <td>HV613 4x2</td> <td>\$185,289</td> <td>49.3%</td> <td>\$93,941.52</td> </tr> <tr> <td>HV613 6x4</td> <td>\$203,705</td> <td>49.3%</td> <td>\$103,278.44</td> </tr> <tr> <td>HX all</td> <td>\$240,271</td> <td>51%</td> <td></td> </tr> <tr> <td></td> <td>\$117,732.79</td> <td></td> <td></td> </tr> <tr> <td>RH all</td> <td>\$212,076</td> <td>54%</td> <td>\$97,554.96</td> </tr> <tr> <td>LT all</td> <td>\$247,203</td> <td>54%</td> <td></td> </tr> <tr> <td></td> <td>\$115,713.38</td> <td></td> <td></td> </tr> </tbody> </table> <p>The CV Model, does not use the same type of pricing model and utilizes Dollar Discounts versus Percentage. The discounts on the CV are also spelled out in the attached and range from \$6000 discount up to \$9000 depending on the GVW of the unit, the cab configuration and drive type. Examples are in the summary sheet and proposal's attached document file.</p> <table border="0"> <tr> <td>Class 4</td> <td>\$6000 discount</td> </tr> <tr> <td>Class 5</td> <td>\$7500 discount</td> </tr> <tr> <td>Class 6</td> <td>\$8000 discount</td> </tr> <tr> <td>Crew Cab Incentive</td> <td>\$500 additional discount</td> </tr> <tr> <td>4x4 Incentive</td> <td>\$500 additional discount</td> </tr> </table> <p>A CV Class 6 with a Crew Cab and 4x4 would get a \$9000 discount off the MSRP.</p> <table border="0"> <thead> <tr> <th>Model</th> <th></th> <th>MSRP</th> <th>Discount</th> <th>Transaction</th> </tr> </thead> <tbody> <tr> <td>CV class 4</td> <td>4x2</td> <td>\$49,368</td> <td>\$6000</td> <td>\$43,386</td> </tr> <tr> <td>CV class 5</td> <td>4x2</td> <td>\$52,002</td> <td>\$7500</td> <td>\$44,512</td> </tr> <tr> <td>CV class 6</td> <td>4x2</td> <td>\$55,200</td> <td>\$8000</td> <td>\$47,200</td> </tr> </tbody> </table>	MV 607 4x2		34.5% off list		HV 507607 4x2/4x4		34.5% off list		MV 607 6x4		35% off list		HV 507/607 6x4/6x6		35% off list		HV 513/613 4x2/6x4/8x6/6x6	49.3% off list			HX Models (all)		51% off list		RH 4x2/6x4		54% off list		LT 4x2/6x4		54% off list		LoneStar		51% off list		Model	MSRP	Discount	Transaction	MV	\$115,520	34.5%			\$75,665.60			HV507 4x2	\$115,183	34.5%	\$75,444.87	HV507 6x4	\$131,405	35%	\$85,413.25	HV607 4x2	\$115,183	34.5%	\$75,444.87	HV607 6x4	\$131,405	35%	\$85,413.25	HV513 4x2	\$185,289	49.3%	\$93,941.52	HV513 6x4	\$203,705	49.3%	\$103,278.44	HV613 4x2	\$185,289	49.3%	\$93,941.52	HV613 6x4	\$203,705	49.3%	\$103,278.44	HX all	\$240,271	51%			\$117,732.79			RH all	\$212,076	54%	\$97,554.96	LT all	\$247,203	54%			\$115,713.38			Class 4	\$6000 discount	Class 5	\$7500 discount	Class 6	\$8000 discount	Crew Cab Incentive	\$500 additional discount	4x4 Incentive	\$500 additional discount	Model		MSRP	Discount	Transaction	CV class 4	4x2	\$49,368	\$6000	\$43,386	CV class 5	4x2	\$52,002	\$7500	\$44,512	CV class 6	4x2	\$55,200	\$8000	\$47,200
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Model	MSRP	Discount	Transaction																																																																																																																																	
MV	\$115,520	34.5%																																																																																																																																		
	\$75,665.60																																																																																																																																			
HV507 4x2	\$115,183	34.5%	\$75,444.87																																																																																																																																	
HV507 6x4	\$131,405	35%	\$85,413.25																																																																																																																																	
HV607 4x2	\$115,183	34.5%	\$75,444.87																																																																																																																																	
HV607 6x4	\$131,405	35%	\$85,413.25																																																																																																																																	
HV513 4x2	\$185,289	49.3%	\$93,941.52																																																																																																																																	
HV513 6x4	\$203,705	49.3%	\$103,278.44																																																																																																																																	
HV613 4x2	\$185,289	49.3%	\$93,941.52																																																																																																																																	
HV613 6x4	\$203,705	49.3%	\$103,278.44																																																																																																																																	
HX all	\$240,271	51%																																																																																																																																		
	\$117,732.79																																																																																																																																			
RH all	\$212,076	54%	\$97,554.96																																																																																																																																	
LT all	\$247,203	54%																																																																																																																																		
	\$115,713.38																																																																																																																																			
Class 4	\$6000 discount																																																																																																																																			
Class 5	\$7500 discount																																																																																																																																			
Class 6	\$8000 discount																																																																																																																																			
Crew Cab Incentive	\$500 additional discount																																																																																																																																			
4x4 Incentive	\$500 additional discount																																																																																																																																			
Model		MSRP	Discount	Transaction																																																																																																																																
CV class 4	4x2	\$49,368	\$6000	\$43,386																																																																																																																																
CV class 5	4x2	\$52,002	\$7500	\$44,512																																																																																																																																
CV class 6	4x2	\$55,200	\$8000	\$47,200																																																																																																																																
55	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>We are pleased to provide the Sourcewell Members with the following Volume incentives (units purchased and delivered in 12 month period) 5+ units provides a \$1500 a unit discount, 20+ provides additional \$1500 discount or \$3000 total. (Does not have to be identical or even the same model to qualify)</p>																																																																																																																																		
56	<p>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>	<p>International Dealers welcome "Sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn key and we have great relationships with the TEM's/Up-fitter. Goods Purchased outside of the chassis assembly process (including Mod Centers) can be added to the members proposal with a handling fee not to exceed 5% of the cost of those Goods and Modifications. These items and the markup is disclosed on summary sheet provided to the member with the proposal. In order to facilitate greater Sourcewell synergy, when International Dealer Sources Body and Equipment from a Sourcewell contact holding TEM equipment will be limited to a 4% Markup.</p>																																																																																																																																		

57	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.	This is not common. If there are additional cost, they would be disclosed in the pricing summary and agreed to by the Member. Some states require a state vehicle inspection, or a Federal DOT inspection. If State, or Provincial Law requires collecting license fees and/or taxes, that would not have been part of the Sourcwell Pricing Program. The Sourcwell member may decide the unit has to be delivered full of fuel or ask for expedited shipping	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Within the lower 48 and Canada, there is a flat fee for freight. A freight fee is included in every vehicle and covers freight to a mod center (outside International), TEM/Up-fitter, or Dealership. When the unit is ordered, the selling dealer puts in the shipping instructions. Once units are built, they are decked and shipped with carriers contracted to Navistar. When the unit arrives at the destination, they are to be inspected and any issues are identified before the drive away driver departs.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to Port Alaska is the same as Freight as the lower 48 states and Canada. (Shipped as Tractor or a cab and chassis) first movement. If Port Alaska is not the final destination in Alaska, the additional expense would be worked out with the selling International Dealer. Our dealer in Hawaii and the dealer in Puerto Rico handle shipping of products to their locations from either the body company or a port in the U.S.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is traditionally done at the Dealership for Tractors, or the TEM/Up-fitter for units with a body installed. If the Member is requesting a unique delivery requirements, that would need to be discussed and properly described and included in the pricing proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Navistar has offered additional incentives to Sourcwell Members for larger contracts or where there was an opportunity to take advantage of the Sourcwell offering and will continue to use as needed in future contracts.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	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.	<p>Using Best Practices from our current contract, we require the dealer to put feature code 10JPA on Sourcewell Orders to make sure we track them and that they get "Silver Package" and any other Credits and Incentives they are due. To facilitate proper pricing for the Sourcewell Member, we have developed a "Sourcewell Pricing Workbook" that the dealer uses to price out the chassis and any additional equipment or warranties the member may require. It transfer's all the information to the members pricing sheet summary.</p> <p>The selling Dealer has to provide financial summary and purchase order so Navistar can ensure that the member has received the proper pricing. Dealers are aware that we will correct mistakes and they can get charged for items they did not do correctly.</p>
63	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>Navistar is pleased to provide Sourcewell with the following rebates by model family:</p> <p>CV = \$1000 MV 607 = \$1500 HV 507/607 = \$1500 HV 513/613 = \$2000 HX 515/520/615/620 = \$2000 RH/LT/Lonestar = \$2000</p> <p>These rebates are NOT in the dealers proposal's and will be paid to Sourcewell Quarterly along with detailed summary sheet.</p> <p>For Parts purchased using Sourcewell Fleet Charge Program, Sourcewell will receive .5% (.005) of the total sales to Sourcewell Members using Fleet Charge. Navistar will pay this parts rebate quarterly.</p>

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>International is offering our complete truck and tractor product line from class 4 vehicles through class 8 vehicles and will add e-Mobility products when they become available. These vehicles are set up to be used in the following applications (120+ applications, most popular are listed below)</p> <ul style="list-style-type: none"> * Dry and Refrigerated Vans * Stake and Flat Bed * Emergency Fire Pumper * Emergency Fire Tanker * Emergency Wild Fire Truck * Emergency Ambulance * Emergency Command Center * Emergency Police Prison Transport * Dump, Side Dump, End Dump * Snow Plow, Wing Plow, Belly Plow * Concrete Mixer * Volumetric Mixer * Fuel Delivery * Waste Tank * Tar Spreader * Water Tank * Food Grade Tank * Sewer Vac, Hydro-Excavator * Wrecker, Fixed or Rotator * Roll-Back (Recovery) fromm Cars to Heavy Equipment * Utility Service Body * Utility Bucket Truck * Utility Digger-Derrick * Utility Tree Care Body * Utility Line-Washer * Utility Sign Truck * Material Handling plus Moffit options * Crane * Street Sweeper * Garbage Packer * Garbage Roll-Off * Garbage Automated Side Loader * Feed Truck * Armored Truck * Tractor, Sleeper or Day Cab * Vocational Tractor * Heavy Haul Tractor * Hauler Style Truck for 5th wheel trainers * Atenuater Trucks <p>The International Dealer Network has Sourcewell experience and is fully capable of meeting the member needs with turn-key offering as well as financing with NCL (another Sourcewell Contract holder). These products would be sold through the International Dealer Network, which is the largest in North America. International has been serving Sourcewell Members the last 4 years and is adding a parts program to provide even more opportunities to serve the Sourcewell Membership. These are all Diesel Powered Products offering both Cummins (B-6.7, L-9 and X-15) and International 6.6L is the exclusive engine in the CV and A26 (12.4L) is available in higher GVW trucks and Tractors. The Truck Models offered include the following:</p> <ul style="list-style-type: none"> * CV 4x2, 4x4 up to 23,500 GVW * MV 607 4x2, 6x4 up to 54,000 GVW * HV 507, 607, 513, 613 in 4x2, 4x4, 6x4, 6x6, 8x6 up to 80,000 GVW * HX 515, 520, 615, 620 in 6x4 and 8x6 up to 150,000 GVW <p>International offers a Set Forward Axle in the HV and HX which are optimal for Snow Plow Applications, providing better manuverability as well as Weight Capacity in regions that enforce Federal Bridge Requirements.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>International Trucks offer a very complete and comprehensive product offering. Commercial Truck Offerings can be very complicated, and new configurations enter the market every day. We are here to serve the Sourcewell Membership, In the event a member needs a special feature or chassis configuration and you can't confirm availability please don't hesitate to ask, either the local dealer you are working with You can reach out to the local dealer or Martin White and Bob Mann, who are listed as contacts in this submission.</p>

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Our Tractor Offering:</p> <ul style="list-style-type: none"> * RH Tractor (Regional Haul A26 Power) in 4x2 and 6x4. * LT Series (Long Haul) in 4x2 and 6x4 with A26 and Cummins X-15 power * Lonestar Series Premium Tractor in 6x4 with Cummins X-15 Power <p>In Vocational Trucks and Tractors we offer the Following:</p> <ul style="list-style-type: none"> HV 507/607 as 4x2, 4x4, 6x4 with Cummins B-6.7 and L-9. Day Cab/Extended Cab and Crew Cab * HV 513/613 as a 4x2, 6x4, 6x6, 8x6 with A26 Engine and Day Cab, Extended Cab and Crew Cab. HX Series Premium Vocational Product in 6x4 and 8x6 with A26 and Cummins X-15 Power
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>MV Series in 4x2 and 6x4 Configurations with Cummins B-6.7 or L-9 in Standard Cab, extended cab and Crew Cab configurations. This product is also available for Class 8 configurations</p>
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series goes up to 23,500# gwv in 4x2 and 22,500# in a 4x4. It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>
70	Class 4 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The CV Series It has 6.6L Diesel Engine and is available as a day cab or a crew cab.</p>

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	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.	<p>Member Satisfaction Survey</p> <p>Number of new proposals created every week.</p> <p>Number of units ordered every month.</p> <p>Communicate goals and results through Regions as well as Vocational Team and key Dealer Meetings and calls.</p> <p>Campaigns to reach members within the dealerships</p> <p>Follow Up on leads generated on the International Sourcewell Website</p> <p>Training and Presentations Completed on Sourcewell Every Month</p>
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>Looking to the future, International introduced fully electric school bus and medium duty trucks at trade shows last year. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which gives International access to EV technology that has global scale and will make us a very competitive player in the commercial EV market.</p>

73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>International is building the best quality products that we have seen in many years. Our investment in plant updates, lean practices and a relentless quality organization focused on Uptime, has got us to this point.</p> <p>Our 1/2" single Frame rails are the strongest in the Industry. We also have integral front frame extensions on many models and FEPTO Access which is very popular on plow trucks. Our Frames are e-coated as well as painted (optional galvanized rails). They are squared and laser lined and have huck bolt system to attach the cross members to assure they do not come loose or move.</p> <p>Our cabs meet SAE Guidelines for Cab Roof Crush.</p> <p>Our cab stamping and assembly is fully automated, cabs are sealed and then dipped for corrosion protection along with receiving 2 base coats of paint and a thick clear coat to make product look nice for tears to come.</p> <p>Our hood systems are predominantly SMC style, which is half the thickness of fiberglass and twice as strong. In addition these hoods are 3 piece, so in the event of an accident the entire hood does not have to be replaced, just the damaged section. We also offer visibility hoods for the HV offering.</p> <p>Our cabs and driver environment have also been updated to provide our quietest cab ever, with better visibility out the doors, down the hood line and through the mirrors. We have true 3 person cabs that can accommodate the gear that drivers can bring with them to do their jobs. All ergonomics have been redone to keep important gauges and controls higher on the dash so the driver doesn't have to look away from the road to see what is going on with the truck.. The HVAC system has also been updated for both driver comfort and quicker defrost on the windshield. The stalk shifter has been very well accepted. It is very durable, has very long life and has safety features a mechanical level cant offer.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>North America's Largest Dealer and Service Network.</p> <p>Dealers that have strong presence in the government sector.</p> <p>Dealers that have successfully grown with Sourcewell on current contract. 1350+ units.</p> <p>Great Products, with highest quality we have had in many years. We have achieved Best in Class Quality with key customer scorecards. A manufacturing growth plan that included a new assembly plant being built in San Antonio, TX that will open in 2022.</p> <p>Focus on Electric Trucks and Buses with partner TRATON.</p> <p>The Silver Package with on-line parts and service for 2 years after purchase of new truck at no charge.</p> <p>\$200-\$400 Fleet Charge Credit for every truck bought off this contract. A Sourcewell Exclusive</p> <p>Our Parts Distribution System is Award Winning and with new Memphis Locations, we offer even faster delivery. Working with Diamond Edge Program, our Parts System works with dealers to make sure they have the parts you will need to repair the vehicle.</p> <p>Diamond Edge Service Program is all about getting units in, diagnosed and back in the customers hands. Our Service Velocity at the dealerships to get units out in 24 to 48 hours.</p> <p>Additional Customer Tools: * On Commend Connection * International 360</p> <p>Turn-Key Offering to the Sourcewell Members as a truck isn't ready to work without the proper body and equipment on it.</p> <p>Partnering with NCL to go after even more Sourcewell Members with financing tools that can put equipment to work and meet the financial constraints of todays budget realities.</p> <p>Navistar and the International Dealers want to win with Sourcewell!</p>

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as 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."
 - [Financial Strength and Stability](#) - Financial Strength.zip - Tuesday June 09, 2020 13:29:09
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - International Warranty 2020.zip - Monday June 08, 2020 10:42:03
 - [Pricing](#) - International Pricing & Specifications 2020.zip - Tuesday June 09, 2020 11:26:44
 - [Additional Document](#) - Additional Documents.zip - Tuesday June 09, 2020 14:31:13

Proposer's Affidavit

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:
 - a. 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>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. 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. - Martin White, Director Vocational Sales, Navistar, Inc.

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
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--



CONTRACT EXTENSION

Contract Number: 060920-NVS

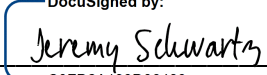
Sourcewell	and	Navistar	
202 12th Street Northeast		2701 Navistar Dr	
P.O. Box 219			
Staples, MN 56479		Lisle, Illinois	60532-3637
(Sourcewell)		(Vendor)	

have entered into Contract Number: 060920-NVS for the procurement of: Class 4-8 Chassis with Related Equipment, Accessories, and Services

The Contract has an expiration date of 2024-08-01 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell’s Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2025-08-01 . All other terms and conditions of the Contract remain in full force and effect.

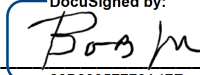
Sourcewell

DocuSigned by:

C0FD2A139D06489
 Authorized Signature

Jeremy Schwartz
Name

Chief Operating and Procurement Officer
Title

5/30/2024 | 9:23 AM CDT
Date

DocuSigned by:

28B83357778A47E
 Authorized Signature

Bob Mann
Name

VP, Government Sales and Diamond Logic Builder
Title

5/30/2024 | 9:49 AM CDT
Date



RFP #060920
REQUEST FOR PROPOSALS
for
Class 4-8 Chassis with Related Equipment, Accessories, and Services

Proposal Due Date: June 9, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	April 16, 2020
Pre-proposal Conference:	May 19, 2020 10:00 a.m., Central Time
Question Submission Deadline:	June 2, 2020, 4:30 p.m., Central Time
Proposal Due Date:	June 9, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	June 9, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

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

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

B. USE OF RESULTING CONTRACTS

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

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

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

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

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

To meet Participating Entities’ needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

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

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

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

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

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

1. Sourcewell is seeking proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services, including, but not to be limited to:

- a. Chassis and cabs as classified by gross vehicle weight ratings (GVWR):

Class 4: 14,001-16,000 lbs
Class 5: 16,001-19,500 lbs
Class 6: 19,501-26,000 lbs
Class 7: 26,001-33,000 lbs
Class 8: 33,001+ lbs

- b. A wide range of Class 4-8 chassis types and classifications, including conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered Class 4-8 Chassis.
 - c. Proposers may include Class 3 chassis provided that they are complementary to Proposer's offering of Class 4-8 chassis.
 - d. Proposers may include related equipment, accessories, and services to the extent that the solutions are an incidental portion of the response.
2. The primary focus of this solicitation is on Class 4-8 Chassis with Related Equipment, Accessories, and Services. This solicitation should NOT be construed to include:
- a. Transit buses.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. School Buses with Related Supplies, Parts and Services (RFP #102115); and
 - b. Vehicles, Cars, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #120716).

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

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

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

C. REQUIREMENTS

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

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

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$150 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

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

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

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

B. ADMINISTRATIVE FEES

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

IV. CONTRACT

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

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

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

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

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

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

C. ADDENDA

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

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

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

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

D. PROPOSAL SUBMISSION

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

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

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

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

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

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

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

F. PROPOSAL WITHDRAWAL

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

G. OPENING

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

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

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

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

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

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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000, except where prohibited by law or treaty.

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;

- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

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

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

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.



4/17/2020

Addendum No. 1

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Do you have a list of specifications for both the vehicles and equipment needed?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products, or services for this solicitation.

Question 2:

How are delivery charges handled at the time of order? Is there a list of potential destinations?

Answer 2:

It is left to the discretion of each proposer to propose a method for delivery charges that fits with their business practices. Proposals are evaluated based on the criteria stated in the RFP.

Sourcewell participating entities include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada.

Question 3:

How do I join the Pre-proposal conference on May 19, 2020?

Answer 3:

Refer to Section V. A. of the RFP for additional detail on the pre-proposal conference. All entities that have registered for this solicitation opportunity in the Sourcewell Procurement Portal will receive log-in instructions via email two business days prior to the webcast.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/16/2020, is required at the time of proposal submittal.



4/22/2020

Addendum No. 2

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will this bid be awarded by Class and Fuel type within that class? For example, separate awardees for Class 4 Gasoline, Class 4 Electric, Class 4 CNG, Class 4 Propane, Class 4 Diesel?

Answer 1:

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities " (see, RFP Section II. B.). A Proposer should submit their complete line of equipment, products, or services that are applicable to the scope. Depending on the responses received, Sourcewell may need to organize responses into subcategories, and awards may be based on a subcategory (see, RFP Section II. G. 1 & 3). However, Sourcewell typically does not find it necessary to award by subcategory.

Question 2:

Will it now be mandatory for a Saskatchewan Rural Municipality to use this system to purchase class 4 - 8 trucks?

Answer 2:

- Refer to RFP Section I. B., ... "Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources."

Question 3:

Are the references that are to be submitted, required to be an existing participating entity of Sourcewell?

Answer 3:

It is left to the discretion of each proposer to determine how to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Table 4 – References/Testimonials, Line Item 21, seeks information from “three customers who are eligible to be Sourcewell participating entities.”

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/22/2020, is required at the time of proposal submittal.



4/29/2020

Addendum No. 3

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In demonstrating Financial Strength as part of Question 9, will the supporting documents provided, end up in the public domain or is this just for Sourcewell internal use only?

Answer 1:

RFP Section VI., E., Disposition of Proposals, addresses the handling of materials submitted in response to the RFP under Minnesota Statutes Section 13.591. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 4/29/2020, is required at the time of proposal submittal.



5/4/2020

Addendum No. 4

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to just bid the equipment we manufacture as we do not manufacture chassis?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/4/2020, is required at the time of proposal submittal.



5/12/2020

Addendum No. 5

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

How will the Administrative Fees for the resulting contracts from this RFP be determined? At what percentage rate or what flat fee can we expect to be charged?

Answer 1:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/12/2020, is required at the time of proposal submittal.



5/13/2020

Addendum No. 6

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell responsible for the registration of vehicles, or for the determination and collection of State/Provincial or Federal taxes due, on participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 1:

No, Sourcewell is not involved in vehicle registration, or tax determination or collection, for participating entity transactions under the awarded contracts. A Proposer is to identify any transaction costs or fees that are not included in equipment pricing as described in RFP Section III. A. – Pricing and in template Contract Section 3. A. – Pricing. To the extent that a participating entity may be exempt from taxes or fees, the participating entity is responsible for providing a tax exemption certificate as described in template Contract Section 3. B. – Sales Tax.

Question 2:

Is Sourcewell financially responsible for participating entity purchases under the contract (or contracts) awarded as a result of the RFP?

Answer 2:

Participating entities are solely responsible for payment. See template Contract Section 6. A. – Participating Entity Use and Purchasing.

Question 3:

Does Sourcewell bear the risk of loss in the event that a vehicle is damaged or stolen, or a transaction is terminated, before title passes to the participating entity?

Answer 3:

No. Transactions under the contract are between the participating entity and the awarded vendor. Sourcewell has no liability for a participating entity's transaction or payment, and bears no risk of loss in the events described.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/13/2020, is required at the time of proposal submittal.



5/18/2020

Addendum No. 7

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What will be the effective dates (start and ending) for pricing submitted with the bid?
Will that time frame be consistent for the 3 remaining annual periods?

Answer 1:

Refer to Section 3. - Pricing and Section 4. – Product and Pricing Change Requests, in the Sourcewell template Contract (available on the Sourcewell Procurement Portal), for guidance on pricing during the term of awarded contracts.

Question 2:

To what extent will Sourcewell make public the pricing files (IE: data books) supplied by bidders?

Answer 2:

Refer to RFP Section VI. E. - Disposition of Proposals for guidance on pricing material submitted in response to the RFP and applicable public data laws.

Question 3:

Can respondents to the solicitation expect that references provided to Sourcewell will not become public?

Answer 3:

Refer to RFP Section VI. E. - Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable public data laws.

Question 4:

For a Proposer that is a dealer representing multiple OEM brands, some of which will be submitting a response and some of which will not be submitting a response to the Sourcewell RFP, do we leave out our OEM's who are responding from our proposed solution?

Answer 4:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the equipment, products, and services that the proposer will include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/18/2020, is required at the time of proposal submittal.



5/21/2020

Addendum No. 8

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is expected in the Marketing Plan requirement? Is the marketing plan to be reviewed by the agency?

Answer 1:

Refer to RFP Section II. F. – Marketing Plan for guidance on the marketing plan requirements. Each proposer, in its discretion, will determine the content of its marketing plan. The solicitation is a competitive process and proposals will be evaluated on the content submitted.

Question 2:

Will the Marketing Plan be given to participating entities? Or is this just for Sourcewell?

Answer 2:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 3:

Will the agency/customer be willing to sign an NDA in order for a vendor to share technical specification details?

Answer 3:

Refer to RFP Section VI. E. – Disposition of Proposals, for guidance on materials submitted in response to the RFP and applicable data laws.

Question 4:

Will the agency accept redlines on the contract during the procurement process?

Answer 4:

Refer to RFP Section IV. - Contract for guidance on the process for requesting a modification to the template contract terms, conditions, or specifications.

Question 5:

Is the administrative fee set or is this fee negotiable prior to the award or when awarded?

Answer 5:

Refer to Addendum 5, Answer 1, posted to the Sourcewell Procurement Portal on May 12, 2020.

Question 6:

What marketing support does Sourcewell provide to an awarded vendor after a contract is issued?

Answer 6:

Refer to the "Sourcewell Vendor Resources" link provided on the Sourcewell Procurement Portal "Bids Homepage."

Question 7:

Are all cutaway passenger buses considered a transit bus, regardless of size, for this solicitation?

Answer 7:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. (Requested Equipment, Products and Services). A proposal that is not in substantial compliance with the requirements of the RFP will be considered nonresponsive.

Question 8:

Will purchase orders originate from Sourcewell or the participating entity?

Answer 8:

Refer to RFP Section I. B. – Use of Resulting Contracts, for additional guidance on the order process.

Question 9:

Do we need to register with the Secretary of State for a certificate to transact business in the State of MN?

Answer 9:

Each proposer, in its discretion, will determine the documentation necessary to best demonstrate its ability to serve Sourcewell participating entities and fulfill the requirements set forth in the RFP. A Certificate of the Minnesota Secretary of State is not a mandatory submittal requirement for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/21/2020, is required at the time of proposal submittal.



5/26/2020

Addendum No. 9

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Federal and State incentives typically apply when quoting electric-powered truck chassis. Should we quote prices before incentives with a note that we will apply any applicable incentives? If not, how do you suggest we handle this issue?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, each proposer, in its discretion, will determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/26/2020, is required at the time of proposal submittal.



5/27/2020

Addendum No. 10

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can Sourcewell Participating Entities include US or Canadian Federal entities?

Answer 1:

Refer to RFP Section I. B. Use of Resulting Contracts for information on Sourcewell Participating Entities.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 5/27/2020, is required at the time of proposal submittal.



6/3/2020

Addendum No. 11

Solicitation Number: RFP 060920

Solicitation Name: Class 4-8 Chassis with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can we attach videos & power points, if so, how do we accomplish this? What size videos or product literature is permitted on each attachment?

Answer 1:

All relevant information should be included in the proposal (RFP Section II., G.). It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. The maximum upload size is 500 MB per upload, however, items may be combined in a zipped file format should they exceed the 500MB limit.

Question 2:

Is there a way to download our Table responses to a hard copy for proof reading?

Answer 2:

After selecting "Start Submission," a proposer may navigate to Step 4 – "Preview Bid" and select "Preview My Bid in PDF," if a downloadable PDF of the questionnaire tables is desired.

Question 3:

Table 8 Value Added Attributes - 40. Please define what a hub partner constitutes?

Answer 3:

A hub partner is identified as a historically underutilized business partner. Examples of historically underutilized businesses are listed in Table 8, Question 40.

End of Addendum

Acknowledgement of this Addendum to RFP 060920 posted to the Sourcewell Procurement Portal on 6/3/2020, is required at the time of proposal submittal.

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of **CLACKAMAS, MULTNOMAH, and WASHINGTON** as defined by **ORS 193.010 and 193.020**; published at **Portland** in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 06/09/2020 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

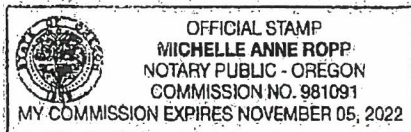
4/17/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **21st** DAY OF **April**, 2020

Nick Bjork

Notary Public-State of Oregon



SOURCEWELL
CLASS 4-8 CHASSIS WITH RELATED
EQUIPMENT, ACCESSORIES, AND
SERVICES

Proposals Due 4:30 pm,
June 9, 2020

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Apr. 17, 2020. 11878267

Carol Jackson
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11878267
Client Reference No:

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Account #	Ad Number	Identification
327043	0004623622	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local go

Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
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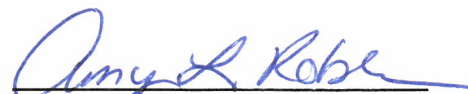
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April 16, 2020



Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 5th day of August in the year of 2020



Amy L. Robbins
Notary Public

My Commission Expires:
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SOURCEWELL,
Accounting Dept
PO BOX 219

STAPLES MN 56479

ACCOUNT NUMBER

9001496962

DATE

4/28/2020

ACCOUNT NAME

SOURCEWELL,

TELEPHONE

2188945483

ORDER # / INVOICE NUMBER

0001287615 / 101287615-04162020

PUBLICATION SCHEDULE

START 04/16/2020 END 04/16/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Class 4-8 Chassis)

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency

SIZE

36 LINES 1 COLUMN(S)

TIMES

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TOTAL COST

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REQUEST FOR PROPOSALS
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1287615 UPAXLP

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AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Rel** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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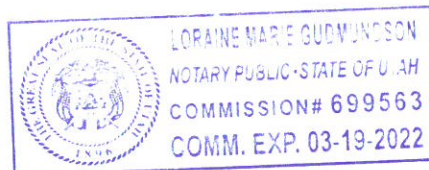
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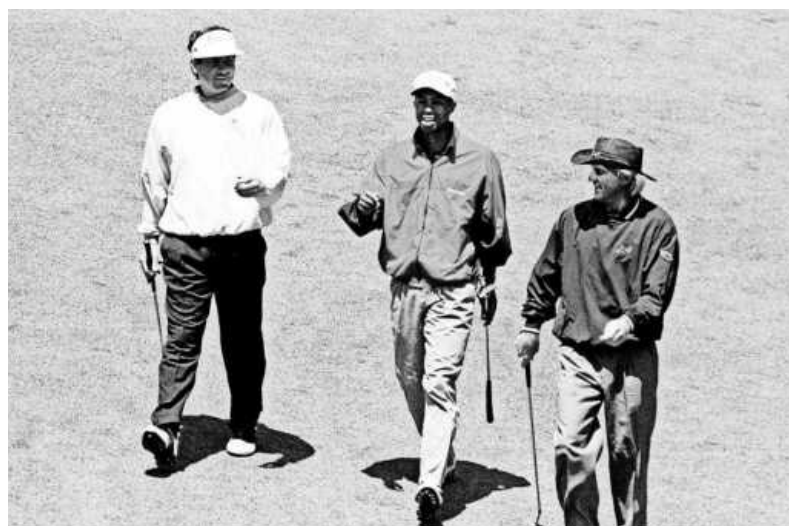
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BY LENEA TAPUSOA



NOTARY PUBLIC SIGNATURE



Fred Couples, Tiger Woods and Greg Norman played in the Masters Tournament in 1996 at Augusta National.
FILE PHOTO BY STEPHEN MUNDAY/ALLSPORT

Norman sinks teeth into fans' questions

Steve DiMeglio
Golfweek | USA TODAY Network

With abundant energy and enthusiasm, Greg Norman, the Great White Shark, devoured an hour's worth of phone calls from fans this week on the appropriately named Attack Life Radio Live on Sirius XM Radio.

From Tiger Woods to the COVID-19 global pandemic to fitness tips, Norman fielded questions from all across the U.S. on Tuesday.

"Game on," the two-time major champion and world No. 1 for 331 weeks said at the beginning. "Bring it on."

On came the questions. Among the many was one that dealt with Tiger Woods. Specifically, the first time he met and played with Woods.

"Played with Tiger down here at Old Marsh Golf Club (in Palm Beach Gardens, Florida) when I think he was 15 years old. Got a call from some people, because I was No. 1 player at the time in the world, and they wanted me to play with him and for me to give my opinion on Tiger," said Norman, now 65. "So I played nine holes with him and I like, wow. This kid is going to go a long way."

"He was a sponge for information. He wanted to beat you, no matter if he was 15 years old. He just wanted to prove a point that no matter who you are or whether you're No. 1, I'm going to come after you. Which was very, very positive to see."

Who won, the follow-up came. "You know, I can't remember," Norman said. "I really can't remember."

Here are some of Norman's other takes on a variety of subjects:

How he's dealing with the global pandemic: "I'm dealing with it OK. The whole world is in this fight together. I've had businesses shut down. I feel for my people who have worked for me for years and years and years to experience this. But I've come out of this with a

sense of calm in a lot of ways because this is a bit of a wake-up call for the whole universe to say, 'Hey, it's going to happen again.' How you come out of this one is going to determine how you are going to be prepared for the next one. I don't like anybody kicking the can down the road. From the doctors and the nurses and health care workers and first responders to the military, to every country around the world, each and everyone of these people are putting their lives on the line for us. I'm a big admirer. I'm just trying to manage the process myself, both mentally and physically, and go through it day by day and not try and get ahead of myself. I know we'll come out of it. Humanity is much stronger and very intelligent and very resilient in a lot of ways, so we will come out of it."

Why he didn't play much senior tour golf: "I just got sick and tired of staying in hotel rooms from a Tuesday through a Sunday and just traveling, quite honestly. When I cut playing golf out of my schedule, I actually had 50% more time for myself, which was a big deal. On top of that, my business was really kicking off, my brand was kicking off, and I wanted to focus on building that out. ... I still enjoyed playing, but the passion to really perform at the highest level wasn't there. I quietly rode off into the sunset without any fanfare."

Fitness recommendations for someone coming out of the winter season: "Very easy. Stretching. Start getting your hamstrings stretched out, your lower back stretched out and your quads stretched out. All those things. And I would start working on squeezing a tennis ball, getting your finger strength back up. Because people forget about that when you're hanging onto a golf club and you're swinging, and I don't care if your swinging it 80 mph or 120 mph, the finger strength is going to want to do it."

CFP officials tell Pence open campuses are key

Dan Wolken
USA TODAY

Nothing that came out of Wednesday's conference call between Vice President Mike Pence and the College Football Playoff management committee changes the bottom line for this fall: If colleges and universities aren't open to students, it will be very difficult for the season to start on time.

That was part of the message the group relayed to Pence, according to American Athletic Conference Commissioner Mike Aresco, who told USA TODAY Sports that the White House-initiated conversation was much appreciated by college sports stakeholders as they make various contingency plans for the season.

"It was a good call," said Aresco, who was one of the 10 conference commissioners on the call, along with Notre Dame athletic director Jack Swarbrick. "He talked about how important college sports were to the country, and we discussed how college sports were

different from pro sports. We don't have czars. We're a national enterprise, but we'll have local issues as we go forward. He seemed optimistic about some things and he asked us what we'd need to do if things were to reopen down the road."

Still, it appears a consensus has formed among athletic officials that the first step toward restarting college football will be universities opening their doors. The optics of having football players on campus when it is deemed unsafe for other students to be there would not just be bad, it would potentially undercut the argument that college sports are tethered to education.

"If things are all virtual and if you can't have kids on campus, can you justify the risks of having athletes on campus?" Aresco said. "We're an extension of the educational system. You can argue if things are virtual and you can quarantine or isolate teams, is that feasible? I have no idea and I'm not going to venture an opinion on that at this point, but I'm not sure if it's feasible."

Paul enjoying family time in 'wait-and-see' mode

Mark Medina
USA TODAY

Usually, Chris Paul knows how to find the answer to any question he has.

That is what happens when you are the president of the National Basketball Players Association. That is what happens when you're an NBA All-Star.

This time Paul does not have any answers. How could he when no one else has them regarding when the novel coronavirus outbreak will stop and when the NBA can resume play?

"It's really just a wait-and-see game and hoping that the coronavirus gets contained," Paul told USA TODAY Sports this week. "What we try to do from the union perspective is try to keep guys informed as much as possible and try to prepare for what we can control."

The Thunder guard said the NBPA is having ongoing conversations with the league on how it could salvage the season. But he stressed the NBPA cares about only one variable: "If there is any way possible that we can play games for our fans without putting anyone's health at risk, that is what everybody's option is. But everybody understands health comes first before any of that."

Once the season was put on hold March 11, Paul could not wait to return to his home in Encino, California, to be with his wife (Jada), 10-year-old son (Chris) and 7-year-old daughter (Camryn). He had spent most of his first season in Oklahoma City away from his family.

"This is the most we've all been able to be together," Paul said. "That's the case for a lot of families at home. It's one of those things where you learn new things and learn not to take some things for granted."

Paul has maximized his family time. So much so that he did not seem to consider it difficult to put his frustration over his successful season (10th NBA All-Star Game appearance) into perspective: "I'm a hell of a competitor. But I think, first and foremost, I'm a human being."

Confined with shelter-in-place rules, Paul has included his family in his workouts. With his kids taking classes through Zoom sessions, Paul has tried to help them with their homework assignments. He admittedly does not often know the answers.

"For most athletes, we always strive to be the best and try to be perfect. I've been able to realize how I'm not perfect. I'm not. That's OK. You can get better at it. So I'm just trying to be better in different aspects."

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NOTICE TO OFFERORS

Sealed responses will be received by 1GPA office at 1910 W. Washington St. Phoenix, AZ. 85009 until **Thursday, May 21, 2020 @ 11:00 am (AZ Time Zone)**
Request for Proposal Environmental Consultant RFP # 20-03P

Sealed responses will be publicly opened in the 1GPA office immediately following the deadline for receiving responses.

Solicitations may be downloaded online at www.publicpurchase.com.

For additional information please contact Christy Knorr at 866-306-3893 or cknorr@1gpa.org

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Class 4-8 Chassis with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

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PUBLIC NOTICE

SOUTHWEST FOODSERVICE EXCELLENCE (SFE), ON BEHALF OF CONTRACTED DISTRICTS, IS SOLICITING REQUEST FOR PROPOSAL FOR FOOD SERVICE SUPPLIES, COMMERCIAL DELIVERY, SFE 01-20-01.

CONTRACTED DISTRICTS IN THE CENTRAL (NEW MEXICO AND TEXAS), EASTERN (MICHIGAN, MISSOURI, AND PENNSYLVANIA), SOUTHWEST (ARIZONA) REGIONS ARE INCLUDED IN THIS RFP WITH CONTRACT TERM JULY 1, 2020 THROUGH JUNE 30, 2021.

ELECTRONICALLY SEALED PROPOSALS WILL BE ACCEPTED UNTIL 11:59 PM CDT MAY 13, 2020 THROUGH BIDFORGE. PROPOSALS WILL BE OPENED AT 10:00 AM CDT MAY 14, 2020.

RFP INFORMATION, INCLUDING BUT NOT LIMITED TO, TERMS AND CONDITIONS, DETAILED SPECIFICATIONS, TECHNICAL REQUIREMENTS, EVALUATION METHOD/ CRITERIA, AWARD PROCESS, METHOD OF PAYMENT, AND CONTRACTED DISTRICTS MAY BE OBTAINED AT www.bidforge.com OR contactus@procurement@sfellc.org OR 806-701-4985.

SFE RESERVES THE RIGHT TO ACCEPT OR REJECT ANY AND/OR ALL PROPOSALS.

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Class 4-8 Chassis with Related Equipment, Accessories, and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
May 19, 2020 at 10:00 am CDT

Proposals Due:
June 9, 2020 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 



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Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 060920
Bid Name:	Class 4-8 Chassis with Related Equipment, Accessories, and Services
Bid Status:	Open
Bid Closing Date:	Tue Jun 9, 2020 4:30:00 PM (CDT)
Question Deadline:	Tue Jun 2, 2020 4:30:00 PM (CDT)
Time-frame for delivery or the duration of the contract:	Four years, with possible 1 year extension
Negotiation Type:	Refer to bid document
Condition for Participation:	Refer to bid document
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	No

Description:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov/)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered. Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Bid Document Access:

Categories:

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Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description
Pre-Proposal Web Conference	Login instructions will be provided to registered takers by email two business days prior to the conference.

Documents

File Name

RFP_060920_Class_4-8_Chassis

Wednesday April 15, 2020 06:07 PM

RFP_060920_Class_4-8_Chassis_Contract_Template

Wednesday April 15, 2020 04:32 PM

Addenda

File Name

Addendum_1_Class_4-8_Chassis_RFP060920

Friday April 17, 2020 12:32 PM

Addendum_2_Class_4-8_Chassis_RFP060920

Wednesday April 22, 2020 01:14 PM

Addendum_3_Class_4-8_Chassis_RFP060920

Wednesday April 29, 2020 03:45 PM

Addendum_4_Class_4-8_Chassis_RFP060920

Monday May 4, 2020 01:24 PM



Bid RFP #060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services [\[Switch to Vendor View\]](#)

<p>Bid Type RFP</p> <p>Bid Number 060920</p> <p>Title Class 4-8 Chassis with Related Equipment, Accessories, and Services</p> <p>Start Date Apr 16, 2020 8:41:57 AM CDT</p> <p>End Date Jun 9, 2020 4:30:00 PM CDT</p> <p>Agency Sourcewell</p> <p>Bid Contact Chris Robinson (218) 895-4168 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219</p>	<p>Access Reports View reports on who has been notified of the bid or accessed it. [Notification report] [Access report]</p> <p>Questions 0 Questions 0 Unanswered [View/Ask Questions]</p> <p>Edit Bid [Create Addendum]</p>
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Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date **May 19, 2020 10:00:00 AM CDT**

Location **Online Webinar**

Notes **Pre-Proposal login information will be emailed two days prior.**

Documents

No Documents for this bid

Pending biddingo Approval

Type 1 Bid Notice Only

Publish

Publish /Verify Contents

Save as Template

Solicitation Setting



- ✓ Invite Bidders No
- ✓ Evaluate Response online No
- ✓ Internal Approval No
- ✓ Enable Collaboration with other Users No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	060920
Solicitation Name	Class 4-8 Chassis with Related Equipment, Accessories, and Services	Procurement Type	Goods
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	060920 Class 4-8 Chassis
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$600,000,000.00
Publish Date	04/16/2020	Closing Date & Time	06/09/2020 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial
- Industrial Vehicles/ Equipment
 - Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview

Solicitation Overview

Home (/dashboard) > List of Bidding (/bidding/list) > Solicitation Details

Publish



Class 4-8 Chassis with Related Equipment, Accessories, and Services

060920

Closing Date: 06/09/2020 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov (https://proportal.sourcewell-mn.gov)]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

Email Address

carol.jackson@sourcewell-mn.gov



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Wednesday, 04/15/2020

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Class 4-8 Chassis with Related Equipment, Accessories, and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 060920
Contract Term: 4 years, with potential 1 year extension
Date of Issue: 04/16/2020
Due Date/Time: 06/09/2020 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Vehicles & Equipment - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.
Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Greg Grunig
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4189
greg.grunig@sourcewell-mn.gov

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Notice

Basic Information

Estimated Contract Value (CAD) \$600,000,000.00 (Not shown to suppliers)
Reference Number 0000174298
Issuing Organization Sourcewell
Owner Organization
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 060920
Title Class 4-8 Chassis with Related Equipment, Accessories, and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2020/08/03 01:00:00 AM EDT - 2024/08/02 01:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2020/04/16 09:29:06 AM EDT
Question Acceptance Deadline 2020/06/02 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2020/06/09 05:30:00 PM EDT

Prebid Conference 2020/05/19 11:00:00 AM EDT

Contact Information

Procurement Department
 218-894-1930
 rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type Prebid Conference
Attendance Recommended
Event date 2020/05/19 11:00:00 AM EDT
Location Online webinar
Event Note Pre-Proposal login instructions will be emailed two days prior.

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP document [docx]	140 Kb	2020/04/16 09:27:14 AM EDT	English

Categories

Selected Categories

GSIN Category (1)	
G	Goods Goods
N23	Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles Ground Effect Vehicles, Motor Vehicles, Trailers, And Cycles
N2320	TRUCKS AND TRUCK TRACTORS, WHEELED Trucks and Truck Tractors, Wheeled NOTE: This class includes only complete wheel mounted trucks and truck tractors, and chassis therefor. The combined chassis and body of a special purpose truck, such as a machine shop, mobile laundry, or dental laboratory, is classified in this class. Includes Panel, Delivery and Pick up Trucks, Tactical and Administrative Military Cargo Carrying Vehicles, including Wheel Mounted Amphibian Vehicles; Truck Tractor and Trailer Combinations; Armored Cars.
MERX Category (1)	
G	Goods Goods
G22	Miscellaneous Goods Miscellaneous Goods
UNSPSC Category (1)	
25000000	Commercial and Military and Private Vehicles and their Accessories and Components
25180000	Vehicle bodies and trailers
25181600	Automotive chassis



Opportunity Notice

Class 4 -8 Chassis with Related Equipment, Accessories and Services

Category: Goods

Potential vendors (bidders) may view the bid package here.

Opportunity Information

Organization:	Alberta Rural Municipalities of Albe
Organization Address:	
Reference Number:	AB-2020-02555
Solicitation Number:	AB-2020-02555
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	04/16/2020 05:30:00 PM Alberta Time
Closing (MM/dd/yyyy):	06/09/2020 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	04/16/2020 05:23:21 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

N2320DGA: Truck, Maintenance, Diesel, to 27,499 GVWR
 N2320W00: Medium Truck Cab-Over-Engine
 N2320DMB: Truck, Tractor, Diesel, 27,500 GVWR and Up
 N2320DAB: Trucks (Dump, Stake, Van) Diesel-Powered, 27,500 lbs. GVWR and Up
 N4210PF: Truck, Fire, Crash, Rapid Intervention Vehicle, Medium Size (RIV)(B)
 N2320DQA: Truck, Wrecker, Diesel, to 27,499 GVWR
 N2320DMA: Truck, Tractor, Diesel, to 27,499 GVWR
 N2320DRA: Truck, Sander (Hopper Body) Diesel, to 27,499 GVWR
 N2320D: Truck and Truck Tractor Wheeled, Diesel, Over 10,000 GVWR (Except Military Configuration)
 N2320DFA: Truck, Liquid Waste Disposal, Diesel, to 27,499 GVWR
 N2320DHA: Truck, Refrigeration, Diesel, to 27,499 GVWR
 N2320DAA: Truck, (Dump, Stake, Van) Diesel Powered, to 27,499 lbs. GVWR
 N2320DLB: Truck, Tanker, Diesel, 27,500 GVWR and Up
 N2320DDA: Truck, Fuel Service, Diesel, to 27,499 GVWR
 N2320DLA: Truck, Tanker, Diesel, to 27,499 GVWR
 N2320DDB: Truck, Fuel Service, Diesel, 27,500 GVWR and Up
 N2320: Trucks and Truck Tractors, Wheeled
 N2320DGB: Truck, Maintenance, Diesel, 27,500 GVWR and Up
 N2320DFB: Truck, Liquid Waste Disposal, Diesel, 27,500 GVWR and Up
 N2320DJB: Truck, Refuse Collection, diesel, 27,500 GVWR and Up
 N2320DQB: Truck, Wrecker, Diesel, 27,500 GVWR and Up
 N2320DRB: Truck, Sander (Hopper Body) Diesel, 27,500 GVWR and Up
 N2320DHB: Truck, Refrigeration, Diesel, 27,500 GVWR and Up
 N2320DEA: Truck, Line Maintenance, Diesel, to 27,499 GVWR
 N2320DJA: Truck, Refuse Collection, Diesel, to 27,499 GVWR
 N2320GAA: Cab and Chassis, Gasoline Powered - GATT
 N2320DEB: Truck, Line Maintenance, Diesel, 27,500 GVWR and Up

[View Bid Package](#)

Interested vendors (bidders) who wish to submit a response to this opportunity should register their interest by downloading the document(s) from the bid package.

[View Interested Vendors \(Bidders\)](#)

Response Submission:

Only proposals submitted through the Sourcwell Procurement Portal will be considered.

<https://proportal.sourcwell-mn.gov>

Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time and late submissions will not be considered.

Response Contact:

Robinson, Chris

Procurement Manager

2510 Sparrow Drive

Nisku, Alberta T9E 8N5

Tel: 218-895-4168

Email: rfp@sourcwell-mn.gov

Response Specifics:

A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://proportal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, 4:30 pm Central Time, and late proposals will not be considered.

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

All proposals must be received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcwell Procurement Portal web clock.

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

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

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

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal,

Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

Opportunity Description:

Rural Municipalities of Alberta ("RMA"), is posting the solicitation on behalf of RMA and its current and potential Members and represented Associations and their Members, which includes local Governmental and other not-for-profit organizations located in all provinces and territories in Canada including but not limited to British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador and Northwest Territories. Request for Proposal ("RFP") to result in regional and/or national contract solutions under the rules and regulations of the New West Partnership Trade Agreement ("CETA") for this procurement, RMA/Sourcwell is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a national contracting solution for use by its members.

Members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in Canada. A full copy of the Request for Proposals can be found on the Sourcwell Procurement Portal [<https://portal.sourcwell-mn.gov>]. Only proposals submitted through the Sourcwell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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Proposal Opening Record

Date of opening: June 9, 2020

Sourcewell posted Request for Proposal #060920, for the procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, March 17, 2020, and the solicitation remained in an open status within the portal until June 9, 2020, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on June 9, 2020, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #060920 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.


Responses were received from the following:

72 HOUR, LLC - received 6/09/20 at 12:25:02 AM
ADOMANI, Inc. - received 6/09/20 at 2:00:41 PM
Amthor International - received 6/09/20 at 8:49:27 AM
Autocar Truck, LLC - received 6/03/20 at 12:06:51 PM
Boyer Ford Trucks, Inc. - received 6/09/20 at 4:11:47 PM
BYD Motors, LLC - received 6/09/20 at 2:13:51 PM
Certified Stainless Service, Inc. - received 6/09/20 at 4:03:24 PM
Chas S Winner, Inc. - received 6/09/20 at 12:35:25 PM
Crane Carrier Company - received 6/09/20 at 2:47:57 PM
Daimler Trucks North America - received 6/09/20 at 8:32:35 AM
Don Brown Bus Sales, Inc. - received 6/09/20 at 12:43:49 PM
Eco Vehicle Systems, LLC. - received 6/09/20 at 4:08:05 PM
Federal Contracts Corp. - received 6/08/20 at 8:40:30 PM
Hino Motors Sales U.S.A., Inc. - received 6/08/20 at 7:48:22 PM
Industrial Power, LLC - received 6/09/20 at 3:50:08 PM
Kenworth Truck Company, Division of PACCAR, Inc. - received 6/09/20 at 12:25:16 PM
Lion Buses, Inc. - received 6/09/20 at 2:46:29 PM
LOS ANGELES TRUCK CENTERS - received 6/09/20 at 11:24:39 AM
Mack Trucks - received 6/09/20 at 7:58:55 AM
Navistar, Inc. - received 6/09/20 at 2:41:32 PM
Peterbilt Motors Company - received 6/09/20 at 2:02:13 PM
Phoenix Cars, LLC - received 6/09/20 at 2:11:39 PM
Redhead Equipment - received 6/09/20 at 11:29:04 AM

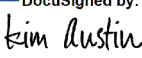
Structural Metal Fabricators, Inc. - received 6/09/20 at 2:11:40 PM

Volvo Trucks North America, LLC - received 6/09/20 at 10:32:23 AM

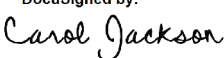
The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcwell Procurement Portal, on June 9, 2020, at 4:32:00 PM CT. All responsive proposals were then submitted for review by the Sourcwell Evaluation Committee.

DocuSigned by:

74344AB8E2344E7...

Chris Robinson, CPSM, Procurement Manager

DocuSigned by:

6830543C58384D1...

Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



Proposal Evaluation
Class 4-8 Chassis with Related Equipment, Accessories, and Services
 RFP # 060920

Possible Points	72 Hour, LLC	Adomani, Inc.	Amthor International	Autocar Truck, LLC	Boyer Ford Trucks, Inc.	BYD Motors, LLC	Certified Stainless Service, Inc.	Chas S Wimmer, Inc.	Crane Carrier Company	Daimler Trucks North America	Don Brown Bus Sales	Eco Vehicle Systems	Federal Contracts Corp.	
Conformance to Terms/ Conditions to Include Documentation	50	44	36	33	42	41	42	43	33	41	40	35	37	40
Pricing	400	358	355	358	355	321	309	345	175	334	295	284	339	206
Financial, Industry and Marketplace Successes	75	68	54	55	62	57	62	63	51	61	62	57	54	60
Bidder's Ability to Sell/ Service Contract Nationally	100	88	60	51	88	71	69	71	52	80	87	67	61	74
Bidder's Marketing Plan	50	46	36	41	42	41	40	45	24	41	39	40	38	40
Value Added Attributes	75	64	49	52	64	52	69	63	28	63	61	60	61	66
Warranty Coverages and Information	50	42	41	34	44	40	41	41	25	40	43	39	41	40
Selection and Variety of Products and Services Offered	200	187	140	93	150	165	140	169	115	161	156	126	155	105
Total Points	1,000	897	751	517	847	785	772	840	503	821	783	708	786	635
Rank Order		3	10	22	5	14	17	7	24	3	16	20	11	21

Possible Points	Hino Motors Sales USA	Industrial Power, LLC	Kenworth Truck Company	Lion Buses, Inc.	Los Angeles Truck Centers	Mack Trucks	Navistar	Peterbilt Motors Company	Phoenix Cars, LLC	Redhead Equipment	Structural Metal Fabricators	Volvo Trucks North America		
Conformance to Terms/ Conditions to Include Documentation	50	39	41	44	42	44	45	45	40	31	30	31		
Pricing	400	334	342	358	341	321	335	338	360	313	135	224	320	
Financial, Industry and Marketplace Successes	75	56	54	67	59	62	67	69	69	57	47	50	65	
Bidder's Ability to Sell/ Service Contract Nationally	100	79	65	92	83	59	88	94	93	71	36	64	86	
Bidder's Marketing Plan	50	33	38	43	39	41	40	43	45	40	19	28	43	
Value Added Attributes	75	55	54	66	66	60	67	68	71	61	40	46	65	
Warranty Coverages and Information	50	43	39	42	45	42	44	44	43	41	27	34	43	
Selection and Variety of Products and Services Offered	200	165	167	170	151	169	161	174	171	120	91	110	139	
Total Points	1,000	804	800	882	826	796	846	875	897	752	426	536	792	
Rank Order		10	11	3	8	12	6	4	1	15	18	25	22	13

DocuSigned by:

 7DDDCEFD8B3D45D...
 Greg Grunig, Procurement Lead Analyst

DocuSigned by:

 6EE63AEDE05F46E...
 Carol Jackson, Procurement Analyst

DocuSigned by:

 7BCA93CD6377421...
 Brandon Town, CPSM, CPSD, Procurement Analyst

DocuSigned by:

 7F41572C858B4BA...
 Craig West, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) 060920
Entitled

Class 4-8 Chassis with Related Equipment, Accessories, and Services

The following advertisement was placed April 16, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and April 17, 2020 in Oregon's *Daily Journal of Commerce*:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than June 9, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

72 HOUR LLC	J. B. Poindexter & Co. Inc.
ADOMANI, Inc.	Kenworth Truck Company, Division of PACCAR Inc.
ALL SOUTH SHORE MEDICAL SUPPLY INC	Lion Buses Inc
Amthor International	LOS ANGELES TRUCK CENTERS
ARCH EQUIPMENT GROUP LLC	Mack Trucks
ATS Traffic	Mitsubishi Fuso Truck of America, Inc.
Autocar Truck, LLC	Motiv Power Systems
Beaufurn	Motor Power Equipment Co
BOYER FORD TRUCKS SIOUX FALLS INC	Navistar, Inc
Boyer Ford Trucks, Inc.	PB Loader Corporation
Brandt Truck Rigging & Trailers	Peterbilt Motors Company
BRANDT TRUCK RIGGING & TRAILERS	Peterbilt Motors of New York City, LLC
Buckeye Truck Equipment Inc. BYD Motors LLC	Phenix Enterprises, Inc.
BYD Motors LLC	Phoenix Cars LLC

Cal-Lift, Inc.	Prime Vendor Inc.
Certified Stainless Service, Inc.	Prisoner Bench LLC.
Cervus Equipment Peterbilt	Recycle Coach
Chapman Ford of Horsham	Redhead Equipment
Chas S Winner Inc	Rush Enterprises Inc
Crane Carrier Company	SEA Electric LLC
Custom Truck & Equipment LLC	Sheridan County
Custom Truck Equipment	Stellar Industries, Inc.
Daimler Trucks North America	Sterling Truck and Trailer Sales Ltd
Dejana Truck & Utility Equipment Comp, LLC	Structural Metal Fabricators Inc.
Doggett Freightliner of Arkansas	Sunbelt Rentals of Canada
Don Brown Bus Sales, Inc.	TEC Equipment
Dunlop Western Star Truck Centres Ltd.	TGT TRANSPORT, INC.
Eco Vehicle Systems LLC	Tom Graddy Enterprises of Austin, LLC
eRepublic, Inc.	Transport Equipment, Inc.
Expertec Van Systems Inc.	Transteck, Inc.
Federal Contracts Corp	US Fire Equipment, LLC
H & H SALES COMPANY INC	Valor Holdings LLC
Hempstead Lincoln Mercury Motors Corp.	Viking Cives Midwest Inc.
HENDERSON PRODUCTS INC	Volvo Trucks North America, LLC
Hino Motors Sales U.S.A., Inc.	Warner Industries Ltd
Hunter Truck Buffalo	Warren Equipment Inc
I State Truck Center	Western Star Trucks (North) Ltd.
Industrial Power LLC	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on June 9, 2020 at 4:32 pm CT. Proposals were received from the following:

72 HOUR, LLC
ADOMANI, Inc.
Amthor International
Autocar Truck, LLC
Boyer Ford Trucks, Inc.
BYD Motors, LLC
Certified Stainless Service, Inc.
Chas S Winner, Inc.
Crane Carrier Company
Daimler Trucks North America
Don Brown Bus Sales, Inc.
Eco Vehicle Systems, LLC.
Federal Contracts Corp.
Hino Motors Sales U.S.A., Inc.
Industrial Power, LLC
Kenworth Truck Company, Division of PACCAR, Inc.

Lion Buses, Inc.
LOS ANGELES TRUCK CENTERS
Mack Trucks
Navistar, Inc.
Peterbilt Motors Company
Phoenix Cars, LLC
Redhead Equipment
Structural Metal Fabricators, Inc.
Volvo Trucks North America, LLC

Proposals were reviewed by the Proposal Evaluation Committee:

Greg Grunig, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Brandon Town, Procurement Analyst
Craig West, Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

Autocar Truck, LLC is a medium and heavy-duty truck manufacturer selling and servicing Class 7 and 8 chassis. They bring four product lines in a variety of configurations, including options for CNG. Their dealer network has a presence in all states and provinces and their products are backed by a solid warranty. Autocar Truck is offering Sourcewell Participating Agencies competitively discounted pricing.

Certified Stainless Service, Inc. dba West-Mark, is offering their full line of Class 4-8 chassis, as well as turn-key truck solutions including D.O.T. Code tanks, vacuum tanks and specialty equipment of all types in stainless steel, aluminum, and mild steel. They provide customer service to Sourcewell Participating Entities in the United States and Canada. West-Mark offers a significant discount on their products along with volume discounts.

Crane Carrier Company is a chassis manufacturer offering a wide selection of class 6, 7 and 8 low-entry chassis available in diesel, CNG and electric-hybrid options. Their chassis are backed by a solid warranty with optional extended warranty and service contract options. Sourcewell Participating Agencies in the US and Canada will be able to receive sales and service support through a large dealership network. Crane Carrier Company is offering a competitive discount off of catalog pricing.

Kenworth Truck Company offers truck chassis in Classes 5, 6, 7 and 8 that are available at over 400 dealers in the United States and Canada. Their technology advances include increased safety, improved fuel economy, navigation systems, diagnostic tools and proactive diagnostic and repair planning before the truck reaches the shop. Kenworth Truck Company is offering Sourcewell Participating Entities a solid discount off their list pricing.

Lion Buses is a zero-emission heavy-duty battery electric truck and bus manufacturer, that has a proven track record with vehicle ranges of up to 250 miles per charge. Their trucks feature a tight turning radius, and

optimization of visibility to enhance safety. Lion offers Participating entities volume discounts along with their substantial discounted list pricing.

Mack Trucks, Inc. includes truck chassis alternatives in Class 6, 7 and 8 with sales through 432 dealer locations in the United States and Canada. They have a dedicated UpTime Center staffed with over 600 people providing live support 24/7/365. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and after-treatment systems. Sourcewell Participating Entities will have access to a variety of financing and leasing options, significant discounts, and extended service plans.

National Auto Fleet Group is offering class 4-8 chassis from 11 different manufacturers including Ford, RAM FCA, Chevrolet, HINO, ISUZU, International, Volvo, Freightliner/Western Star, MACK, Kenworth and Peterbilt. Through their direct sales force and dealerships, as well as their manufacturer partner dealer networks, they are able to sell and serve across the United States and Canada. Participating entities will receive a solid discount off MSRP.

Navistar manufactures and offers a large selection of class 4-8 chassis models to fulfill participating entity needs. Navistar is offering a considerable discount. Their extensive dealer network is positioned to serve the needs of Sourcewell participating entities across North America.

Peterbilt Motors Company is a manufacturer offering a comprehensive selection of class 5-8 truck chassis with a variety of configurations available. Participating Agencies will receive a solid discount off of list price and have access to a full range of financing options. Technological and green advances are available in their product line to include a fully electric vehicle. A wide dealer network expands across the United States and Canada and they have seven strategically located parts distribution centers to meet participating entity needs.

For these reasons, the Sourcewell Proposal Review Committee recommends award of Sourcewell Contract #060920 to:

Autocar	060920-ATC
Certified Stainless	060920-CER
Crane Carrier	060920-CRN
Kenworth	060920-KTC
Lion Buses	060920-LON
Mack Trucks	060920-MAK
National Auto Fleet	060920-NAF
Navistar	060920-NVS
Peterbilt	060920-PMC

The preceding recommendations were approved on July 21, 2020.

DocuSigned by:

Greg Grunig

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Greg Grunig, Procurement Lead Analyst

DocuSigned by:

Carol Jackson

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Carol Jackson, Procurement Analyst

DocuSigned by:

Brandon Town

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Brandon Town, Procurement Analyst

DocuSigned by:

Craig West

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Craig West, Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:

Jeremy Schwartz

C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, March 17, 2020

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

Chair Wilson called the Regular Board meeting to order at 5:45p.m. with the following members present; Greg Zylka, Scott Veronen, Ryan Thomas, Sharon Thiel, Chris Kircher, Sara Nagel, and Mike Wilson. Linda Arts attended via ITV. Also present were Paul Brownlow, Verndale Public Schools, and Simoine Bolin, Mid-State Education District, Ex-Officios; Chad Coauette, Mike Carlson, Susan Nanik, Marcus Miller, Paul Drange, Jeremy Schwartz, Travis Bautz, Rebecca Grunig, Josh Meech, and Danielle Wadsworth, Sourcewell staff.

Mr. Zylka moved, seconded by Ms. Nagel to accept the agenda as presented. Motion carried.

Mr. Kircher moved, seconded by Mr. Veronen to accept the minutes of the Organizational Board Meeting held on February 18, 2020 and Regular Board Meeting held on February 18, 2020. Motion carried.

Dr. Coauette presented a COVID-19 Business Update.

Mr. Carlson presented the monthly Financial Reports.

Mr. Veronen moved, seconded by Mr. Zylka to approve the Check Register, Wire Transfer activity, and Wire Transfer-Employee Expense reimbursements as detailed in the batch reports dated March 6, 2020. Motion carried.

Mr. Veronen moved, seconded by Ms. Thiel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added February 1-29, 2020
- Resolution to approve permission to solicit the following category:
 - a. Wireless and Wireline Telecom Management Solutions
- Resolution to approve permission to re-solicit the following categories:
 - a. Class 4-8 Chassis with Related Equipment, Accessories, and Services
- Sourcewell 2020-2021 Staffing & Program Recommendations and Rationale

Motion carried.

Mr. Miller gave an update on the Government Relations and General Counsel Departments.

Mr. Schwartz gave an update on the Operations, Procurement, and Information and Communications Technology Departments and contracts awarded in February as noted in Appendix A.

Ms. Nagel moved, seconded by Mr. Kircher to approve the Resolution to Approve Ratification of Cooperative Contracting Awards. Motion carried.

Mr. Bautz gave an update on the Membership and Marketing Departments.

Mr. Drange gave an update on the Regional Programs Department.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Thomas moved, seconded by Mr. Zylka to approve the Personnel Recommendations. Motion carried.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Dr. Coauette gave an update on State/National Associations and Partnerships, Sourcewell Technology, Annual Board Retreat, and Minnesota Service Cooperative Conference Dates.

Ms. Nagel moved, seconded by Mr. Zylka to adjourn the meeting at 6:50 p.m. Motion carried.

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - March 2020**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:
 Wireless and Wireline Telecom Management Solutions

Requesting Board permission to Re-Solicit the following categories:
 Class 4-8 Chassis with Related Equipment, Accessories, and Services

NEW CONTRACTS

CORT Business Services Corp.	121919-COR	"Furniture Solutions with Related Accessories and Services"
Humanscale Corporation	121919-HMN	"Furniture Solutions with Related Accessories and Services"
Krueger International, Inc. (KI)	121919-KII	"Furniture Solutions with Related Accessories and Services"
OFS Brands, Inc.	121919-OFS	"Furniture Solutions with Related Accessories and Services"
Palmer Hamilton	121919-PHL	"Furniture Solutions with Related Accessories and Services"
Staples Contract & Commercial, LLC	121919-SCC	"Furniture Solutions with Related Accessories and Services"
Steelcase, Inc.	121919-STI	"Furniture Solutions with Related Accessories and Services"
Teknion, LLC	121919-TKN	"Furniture Solutions with Related Accessories and Services"
Axon Enterprise	010720-AXN	"Public Safety Video Surveillance Solutions "
Laser Aiming Systems	010720-LSR	"Public Safety Video Surveillance Solutions"
Panasonic	010720-PAN	"Public Safety Video Surveillance Solutions "
WatchGuard Video	010720-WCH	"Public Safety Video Surveillance Solutions"

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

PureGreen Services	040215-PGE	"Storage Products or Systems with Related Accessories"
Auto Plus-Pep Boys	062916-PEP	"Automotive and Truck Replacement Parts and Tires"
Genuine Parts Company dba NAPA	062916-GPC	"Automotive and Truck Replacement Parts and Tires"
O'Reilly Auto Enterprises	062916-ORA	"Automotive and Truck Replacement Parts and Tires"
Schindler Elevator	100516-SCH	"Elevators, Escalators and Moving Walks"
ThyssenKrupp Elevator Corporation	100516-TKE	"Elevators, Escalators and Moving Walks"

NEW eziQC CONTRACTS

Rio Grande Valley Area TX-RGV-021920

Amstar, Inc.	TX-RGV-GC-021920-AMS	General Construction
Centennial Contractors Enterprises	TX-RGV-GC-021920-CCE	General Construction
Core Construction	TX-RGV-GC-021920-CCT	General Construction
F.H. Paschen	TX-RGV-GC-021920-FHP	General Construction
Huper Optik USA	TX-RGV-GC-021920-HOP	General Construction
Trumble Construction	TX-RGV-RC-021920-TCI	Roofing

Gulf Coast Area TX-GC-021920

Alpha Building Corporation	TX-GC-GC-021920-ABC	General Construction
Amstar, Inc.	TX-GC-GC-021920-AMS	General Construction
AR Energy Services	TX-GC-GC-021920-ARE	General Construction
Centennial Contractors Enterprises	TX-GC-GC-021920-CCE	General Construction
Core Construction	TX-GC-GC-021920-CCI	General Construction
Dunhill Development and Construction	TX-GC-GC-021920-DUN	General Construction
F.H. Paschen	TX-GC-GC-021920-FHP	General Construction
Huper Optik USA	TX-GC-GC-021920-HOP	General Construction
Lee Construction and Maintenance	TX-GC-EC-021920-LCM	Electrical

APPENDIX A Continued

Lee Construction and Maintenance	TX-GC-F-021920-LCM	<i>Flooring</i>
Lee Construction and Maintenance	TX-GC-GC-021920-LCM	<i>General Construction</i>
Lee Construction and Maintenance	TX-GC-P-021920-LCM	<i>Painting</i>
RoofConnect Logistics	TX-GC-RC-021920-RCL	<i>Roofing</i>
RoofConnect Logistics	TX-GC-W-021920-RCL	<i>Waterproofing</i>
Trumble Construction	TX-GC-RC-021920-TCI	<i>Roofing</i>
TSG Industries	TX-GC-GC-021920-TSG	<i>General Construction</i>
eziQC ANNUAL RENEWALS		
Johnson-Laux Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controls Group	OHGCAROMB-020618-CCG	
Barbicas Construction Company, Inc.	OHGCAAPOMA-020618-BCC	
Ohio Paving and Construction Company, Inc.	OHGCACOMA-020618-OPC	
Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBA-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCOAGCOMA-022718-FHP	
Armcorp Construction, Inc.	OHGCOAGCOMB-022718-ACI	
Foti Contracting LLC	OHGCOAGCOMC-022718-FCL	
Custom Controls Group	OHGCOAGCOMD-022718-CCG	
Johnson-Laux Construction, LLC	OHGCOAGCOME-022718-JLC	
Armcorp Construction, Inc.	OHGCOAEOMA-022718-ACI	
Whalen Electric LLC	OHGCOAEOMB-022718-WHE	
Armcorp Construction, Inc.	OHGCOACOMA-022718-ACI	
The K Company, Inc.	OHGCOAHVOMA-022718-KCO	
Custom Controls Group	OHGCOAHVOMB-022718-CCG	
Custom Controls Group	OHGCOAROMA-022718-CCG	
K & W Roofing, Inc.	OHGCOAROMB-022718-KWR	
Price Builders and Developers	OHGCOAGCMBB-022718-PBD	
McDaniel's Construction Corp., Inc.	OHGCOAGCMBA-022718-MCC	
eziQC EXTENSIONS		
Centennial Contractors Enterprises, Inc.	VA01VGC-021417-CCE	
The Matthews Group	VA01NGC-021417-TMG	
FHP Tectonics Corp.	VA02NGC-021417-FTC	
Centennial Contractors Enterprises, Inc.	VA04NGC-021417-CCE	
Comfort Systems USA	VA01NM-021417-CFS	
Centennial Contractors Enterprises, Inc.	VA01HGC-021417-CCE	
Comfort Systems USA	VA01HM-021417-CFS	
Harrisonburg Construction Co., Inc.	VA02HGC-021417-HAR	



Member Zylka moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2020-22

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS -August 2020**

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Rink Systems, Arena Supplies, and Mechanical with Related Equipment and Services
Skate Parks, Bike Parks, and Pump Tracks with Related Equipment and Services
Open Air Structures and Recreation Buildings with Related Equipment and Services
Outdoor Fitness Equipment with Related Accessories & Services
Playground and Water Play Equipment with Related Accessories & Services

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACTS

Peterbilt Motors Company	060920-PMC	Class 4-8 Chassis with Related Equipment, Accessories and Services
The Lion Electric Co.	060920-LON	Class 4-8 Chassis with Related Equipment, Accessories and Services
West-Mark (Certified Stainless)	060920-CER	Class 4-8 Chassis with Related Equipment, Accessories and Services
National Auto Fleet Group	060920-NAF	Class 4-8 Chassis with Related Equipment, Accessories and Services
Crane Carrier Company	060920-CRN	Class 4-8 Chassis with Related Equipment, Accessories and Services
Autocar Truck	060920-ATC	Class 4-8 Chassis with Related Equipment, Accessories and Services
Navistar Inc.	060920-NVS	Class 4-8 Chassis with Related Equipment, Accessories and Services
Kenworth Truck Company	060920-KTC	Class 4-8 Chassis with Related Equipment, Accessories and Services
Mack Trucks	060920-MAK	Class 4-8 Chassis with Related Equipment, Accessories and Services

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

Ford Motor Co.	061015-FMA	Fleet Related Maintenance Equipment
Syn-tech Systems, Inc.	022217-SYS	Fleet Management and Related Technology

NEW ezIQC CONTRACTS

Company Name	Contract Number	Type of Work and Region

ezIQC RENEWALS

J.J. Morley Enterprises, Inc.	GA10-1-072115-JME	
Greene & Burdette Property Management, LLC	GA07-2-072115-GBP	
Rubio and Son Interiors, Inc.	GA07-1-072115-RSI	
Red Cloud Services, LLC	GA05-1-072115-RCS	
Engineering Design Technologies, Inc.	GA04-1-072115-EDT	
HCR Construction, Inc.	GA03-3-072115-HCR	
Osprey Management, LLC	GA03-2-072115-OML	
Johnson-Laux Construction, LLC	GA03-1-072115-JLC	
Astra Construction Services, LLC	GA02-2-072115-ACS	
Prime Contractors, Inc.	GA02-1-072115-PCI	
Centennial Contractors Enterprises, Inc.	GA-072115-CCE	
JOC Construction	GA-072115-LRI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-072115-FHP	
Brown & Root	GA-072115-KBR	

International Truck, Navistar, Inc. #060920-NVS

Pricing for contract #060920-NVS offers Sourcewell participating agencies the following discounts:

- 24% to 52% off List Price for MV, HV, HX, RH, LT Series and Lonestar models. Discount is model specific.
- \$6,000 off List Price on CV Series depending on configuration.
- Additional volume discounts are also available.
- International Dealer Network has ability to work with upfit/body providers.

**ADDITIONAL TERMS AND CONDITIONS
UNDER COOPERATIVE CONTRACT SOURCEWELL 060920**

AGREEMENT: This set of Additional Terms and Conditions is incorporated into Sourcewell 060920 in its entirety and, upon execution by New Braunfels Utilities, a Texas municipally owned utility (“NBU”), and Navistar, Inc. dba International Truck, a Delaware corporation authorized to transact business in the state of Texas (“Vendor”), constitutes the Parties’ Agreement (“Agreement”). All other terms and conditions of the Sourcewell Contract 060920-NVS, and all documents incorporated therein, not modified or amended by this set of Additional Terms and Conditions shall remain in full force and effect. No change, modification or revision to the Agreement shall be binding unless made in writing and signed by the Parties.

COMPLETION: Time is of the essence in the performance of this Agreement. If Vendor fails to effect delivery or performance of the associated goods or services required by NBU in accordance with the requirements of this Agreement, in addition to its other rights and remedies hereunder, NBU shall have the right to terminate this Agreement by notice effective when received by Vendor or after the expiration of five (5) days from the date of mailing of such notice, whichever occurs first. Such termination shall be effective as to goods not yet received by NBU or services not yet rendered, regardless of their transit status.

PRICES: Vendor warrants that the prices quoted to NBU in the Quote # 14835-01 dated July 8, 2024; Quote #15381-01 dated August 19, 2024; and Quote #15382-01 dated August 19, 2024 at the time of sale includes all costs incurred by Vendor for shipment of all goods under this Agreement. In the event of any price reduction between execution of the Agreement and delivery of the goods, NBU shall be entitled to such reduction, which shall be reflected as a deduction on the next invoice or refunded to NBU within 30 days, whichever is sooner.

SHIPMENT AND DELIVERY: All goods made the subject hereof are to be suitably prepared and packaged for shipment in accordance with good commercial practice so as to effect safe delivery and freedom from weather or other damage and to meet the carrier’s requirements. All damages to such goods occurring prior to delivery will be charged to Vendor. No charges will be allowed for packing, crating or carriage unless stated in the Agreement. If, in order to comply with NBU’s required delivery date, it becomes necessary for Vendor to ship by a more expensive way than specified in the Agreement any such increased transportation costs shall be solely borne and paid by Vendor, and Vendor shall not pass these increased transportation costs onto NBU. All deliveries shall be f.o.b point designated in these Additional Terms and Conditions or as specified in writing by NBU. Cost of all return shipments, for whatever reason returned, shall be borne by Vendor with title and risk of loss passing at NBU’s point of shipment, unless otherwise specified by NBU at the time of return.

INSPECTION: NBU shall have a reasonable time after delivery or performance to inspect the items delivered or the services performed. All such items or services must conform to the specifications, instructions, drawings and data set forth in the Agreement and Quote. NBU may reject and refuse acceptance of any items or services which do not so conform. NBU shall notify Vendor of such rejection by either written notice and by the return to Vendor of the rejected good.

Vendor shall be solely responsible for any risk and costs or expenses associated with return of rejected or nonconforming goods.

REJECTION OF GOODS AND WORKMANSHIP: NBU shall have the right to reject furnished goods or workmanship that are defective or otherwise fail to meet the terms and conditions of the Agreement. Rejected goods shall be satisfactorily replaced with proper goods without charge to NBU, and Vendor shall promptly segregate and remove rejected goods from the point designated. If Vendor does not correct defective workmanship or replace the rejected goods within a reasonable time, NBU may do so and charge all costs, damages, fees, and expenses to Vendor including, without limitation actual, consequential and incidental damages.

SHOP DRAWINGS, SUBMITTALS, QUALITY OF GOODS: Vendor shall confirm that all goods are in strict accordance with the Agreement and Quote. Where required, prior to shipment, Vendor shall provide shop drawings or submittals sufficient to demonstrate compliance with the Agreement for NBU's review and approval. A failure of NBU to discover or reject goods not in accordance with the Agreement shall not be deemed an acceptance thereof or a waiver of defects therein. No payment or use of goods provided by Vendor shall be construed as an acceptance of goods which are not strictly in accordance with the Agreement.

WARRANTIES / GUARANTEES: Vendor expressly warrants that the goods and services covered hereunder shall be free of defects and all services shall be performed in a good and workmanlike manner consistent with industry standards ("Services Warranty"). A minimum of a ninety (90)-day product or service guaranty of the manufacturer's standard commercial warranty, whichever is greater, will apply to all goods and services provided under this Agreement. All warranties shall run to NBU and subsequent owners of goods or services covered hereunder.

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

INDEMNIFICATION: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS NBU AND ITS OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES OR OTHER CONSULTANTS' FEES, OF ANY KIND RESULTING FROM VENDOR'S PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT, FAILURE OF GOODS, OR ACTS RESULTING IN BODILY INJURY OR PROPERTY DAMAGE, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF VENDOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

NO DAMAGES FOR DELAY: Vendor shall have no right to claim any damages against NBU, including consequential or incidental damages, as a result of delay. Extension of time for Vendor's performance is conditioned upon NBU's approval of an extension of time to the contract or delays claimed by Vendor. Failure of Vendor to make a claim promptly shall be deemed a waiver of the right to a claim for an extension of time for the particular cause.

TERMINATION: NBU may terminate this Agreement without cause by providing 30 days' written notice to Vendor. NBU may terminate this Agreement or any part thereof for cause in the event of any default by Vendor, or if Vendor fails to comply with any of the terms and conditions of this Agreement. The Uniform Commercial Code of the State of Texas ("UCC") shall apply to NBU's rights and remedies under commercial transactions. NBU reserves all rights, remedies, and warranties, express and implied, under the UCC. Vendor may not terminate this Agreement unless NBU fails to provide payment for goods and/or associated services expressly accepted by NBU.

TAXES: NBU is exempted from all city, state, and federal excise taxes. DO NOT include tax on your invoice. NBU's Federal ID Number is 74-6001783.

INSURANCE: Per the Sourcewell Contract, Vendor will secure and maintain throughout the term of this Agreement at least the minimum insurance coverages specified in the Sourcewell Contract. Promptly, upon execution of this Agreement and upon future request from NBU, Vendor shall provide proof of such insurance coverage by providing a Certificate of Insurance demonstrating compliance with the insurance coverages to NBU listed as additional insured. Vendor will provide an updated Certificate of Insurance to NBU prior to the expiration of each applicable policy.

PAYMENT: Invoices will be paid within 30 days after receipt of the items or completion of required services. Payment for the goods delivered under this Agreement shall not be acceptance of such goods. Goods shall only be deemed accepted when they have actually been counted, inspected, and tested by NBU and found to be in conformance with this Agreement. However, failure to inspect or test by NBU shall not relieve Vendor of any responsibility hereunder.

REMEDIES: The rights and remedies reserved to NBU herein, except where expressly stated to be exclusive, shall be cumulative and in addition to any other or further rights and remedies provided by law or equity. No waiver of any breach of these provisions shall be deemed to constitute a waiver of any other breach.

DISPUTE RESOLUTION: The Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws principles. In the event that a dispute arises between NBU and Vendor, the parties agree to submit said disputes to a court of competent jurisdiction in Comal County, Texas for resolution.

TEXAS PUBLIC INFORMATION ACT: Vendor recognizes that NBU is subject to the disclosure requirements of the Texas Public Information Act (the "PIA"). As part of its obligations under this Agreement, Vendor agrees, at no additional cost to NBU, to cooperate with NBU for any particular needs or obligations arising out of the NBU's obligations under the PIA. This acknowledgement and obligation are in addition to and complimentary to the NBU's audit rights.

This provision applies if the Agreement has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU or results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by NBU in a fiscal year of NBU.

Vendor must (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to NBU for the duration of the Agreement; (2) promptly provide to NBU any contracting information related to the Agreement that is in the custody or possession of Vendor on request of NBU; and (3) on completion of the Agreement, either:

- (i) provide at no cost to NBU all contracting information related to the Agreement that is in the custody or possession of Vendor; or
- (ii) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to NBU.

The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and Vendor agrees that the Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

ELECTRONIC SIGNATURES: Pursuant to Chapter 322 of the Texas Business and Commerce Code, as amended, the parties agree to the use of electronic signatures herein and that the use of an electronic signature, whether digital or encrypted, is intended to have the same force and effect as a manual signature. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures.

REPRESENTATIONS:

Prohibition on Contracts with Companies Boycotting Israel. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, does not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement as described in Chapter 2271 of the Texas Government Code, as amended. The foregoing verification is made solely to comply with Section 2271.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Vendor understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Contracts with Companies Engaged in Business with Iran, Sudan or Foreign Terrorist Organizations Prohibited. Vendor represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and

maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law and excludes Vendor and each of its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Prohibition on Contracts with Companies in China, Iran, North Korea, or Russia. To the extent this Agreement relates to critical infrastructure in the State of Texas, Vendor represents the following:

- (A) it is not owned by or the majority of stock or other ownership interest in Vendor is not held or controlled by:
 - i. individuals who are citizens of China, Iran, North Korea, Russia, or a country designated by the Governor of Texas as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code, as amended ("designated country"); or
 - ii. a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or
- (B) it is not headquartered in China, Iran, North Korea, Russia, or a designated country.

The foregoing representation is made solely to comply with Chapter 2274 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal or State law. As used in the foregoing verification, "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Prohibition on Contracts with Companies Boycotting Energy Companies. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.

The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "boycott energy companies" has the meaning used in Section 809.001 of the Texas Government Code, as amended. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries. Vendor hereby verifies that it and its parent company, wholly-or majority owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and, to the extent this Agreement is a contract for goods or services, will not discriminate against a firearm entity or firearm trade association during the term of this Agreement as described in Chapter 2274 of the Texas Government Code, as amended.


The foregoing verification is made solely to comply with Section 2274.002 of the Texas Government Code, as amended, and to the extent such Section does not contravene applicable federal and State law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning used in Section 2274.001(3) of the Texas Government Code, as amended. Vendor understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with Vendor and exists to make a profit.

Executed and effective this 5th day of November, 2024.

NBU:
NEW BRAUNFELS UTILITIES,
a Texas municipally owned utility

By: _____
Name: Ryan Kelso
Title: Chief Executive Officer

VENDOR:
NAVISTAR, INC.
DBA INTERNATIONAL TRUCK,
a Delaware corporation authorized to transact
business in the state of Texas

By: 
Name: Wes Honester
Title: 11/5/24



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	NEW BRAUNFELS UTILITIES	KYRISH TRUCK CENTERS	
Contact:	PAUL MATA	WES GONZALEZ	
Address:	355 FM-306 EAST	1380 ACKERMAN ROAD	
City/State/Zip:	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX 78219	
Phone:	830-629-8400	210-661-8371	
Email:	PMATA@NBUTEXAS.COM	WGONZALEZ@KYRISHTRUCKS.COM	

Proposal Number	14835-01
Date	7/8/2024
Quantity of this Specification	3
Single Sourcewell Transaction Total Volume	1

Chassis		
New 2025 International HV607 6x4 Chassis		\$ 167,133.00
Base Chassis List	\$ 121,554.00	
Options List	\$ 45,579.00	
Sourcewell Contract Discount	31.0%	\$ (51,881.46)
Volume Incentive		\$ -
Material Price Increases		\$ -
Net Sourcewell Chassis Price		\$ 115,251.54
Sourcewell Partner Body		
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Curry Dump Body		\$ 38,479.00
Handling Fee	5.00%	\$ 1,923.95
Additional Post Build Work		
		\$ -
Handling Fee	5.00%	\$ -
Service Contracts		
		\$ -
		\$ -
		\$ -
Additional Freight		
Freight from Curry to Kyrish Truck Centers		\$ 500.00
Delivery to NBU		\$ 250.00
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
Title Transfer Fee		\$ 53.00
Document fee		\$ 150.00
Pre Delivery Inspection		\$ 250.00
Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS		\$ 156,857.49
Final Sourcewell Total Vehicle(s) Price		\$ 470,572.46
Additional Sourcewell Qualified Content		
Customer Parts Credit - Fleet Charge only		\$200
A26 Incremental Parts Credit - Fleet Charge only		\$200
Silver Package Award		\$1,200

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	NEW BRUANFELS UTILITIES	KYRISH TRUCK CENTERS	
Contact:	PAUL MATA	WES GONZALEZ	
Address:	355 FM 306	1380 ACKERMAN ROAD	
City/State/Zip:	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX	
Phone:	830-608-8936	210-661-8371	
Email:	PMATA@NBUTEXAS.COM	WGONZALEZ@KYRISHTRUCKS.COM	

Proposal Number	15381-01
Date	8/19/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis			
New 2025 International CV515 Chassis			\$ 76,743.00
Base Chassis List	\$	58,244.00	
Options List	\$	18,499.00	
Sourcewell Contract Discount	\$	6,000.00	\$ (6,000.00)
Volume Incentive			\$ -
Freight			\$ 1,950.00
Raw Material Increase			\$ -
Chassis Handling Fee (Limited to \$1500)			\$ 1,500.00
Net Sourcewell Chassis Price			\$ 74,193.00
Sourcewell Partner Body			
			\$ -
			\$ -
	4.00%		\$ -
Non-Sourcewell Dealer Supplied Body			
CURRY INSTALLED 108" DAKOTA BODY			\$ 35,341.00
Handling Fee			\$ -
	5.00%		\$ 1,767.05
Additional Post Build Work			
PDI			\$ 250.00
			\$ -
			\$ -
Handling Fee			\$ -
	5.00%		\$ 12.50
Service Contracts			
ESC Warranty			\$ -
			\$ -
			\$ -
Additional Freight			
DELIVERY TO NBU			\$ 200.00
			\$ -
Additional Floorplan			
			\$ -
			\$ -
Additional Fees & Taxes			
WEIGHT SLIP			\$ 13.50
TEMPORARY TAG			\$ 5.00
STATE INSPECTION			\$ 7.00
Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS, TX			\$ 111,789.05
Final Sourcewell Total Vehicle(s) Price			\$ 111,789.05

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

Terms: Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firm up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:	
Sourcewell Member:	NEW BRUANFELS UTILITIES	KYRISH TRUCK CENTERS	
Contact:	PAUL MATA	WES GONZALEZ	
Address:	355 FM 306	1380 ACKERMAN ROAD	
City/State/Zip:	NEW BRAUNFELS, TX 78130	SAN ANTONIO, TX	
Phone:	830-608-8936	210-661-8371	
Email:	PMATA@NBUTEXAS.COM	WGONZALEZ@KYRISHTRUCKS.COM	

Proposal Number	15382-01
Date	8/19/2024
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	

Chassis		
New 2025 International CV515 Chassis		\$ 76,835.00
Base Chassis List	\$ 58,244.00	
Options List	\$ 18,591.00	
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)
Volume Incentive		\$ -
Freight		\$ 1,950.00
Raw Material Increase		\$ -
Chassis Handling Fee (Limited to \$1500)		\$ 1,500.00
Net Sourcewell Chassis Price		\$ 74,285.00
Sourcewell Partner Body		
		\$ -
		\$ -
	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
CURRY INSTALLED 108" DAKOTA BODY		\$ 38,932.00
Handling Fee	5.00%	\$ 1,946.60
Additional Post Build Work		
PDI		\$ 250.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 12.50
Service Contracts		
ESC Warranty		\$ -
		\$ -
		\$ -
Additional Freight		
DELIVERY TO NBU		\$ 200.00
		\$ -
Additional Floorplan		
		\$ -
		\$ -
Additional Fees & Taxes		
WEIGHT SLIP		\$ 13.50
TEMPORARY TAG		\$ 5.00
STATE INSPECTION		\$ 7.00
Final Sourcewell Per Vehicle Price FOB NEW BRAUNFELS, TX		\$ 115,651.60
Final Sourcewell Total Vehicle(s) Price		\$ 115,651.60

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

Terms: Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.