



Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7900 National Service Road, Greensboro, NC 27409 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Mack Trucks, Inc.

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/24/2024 | 7:22 AM CDT

DocuSigned by:
Jonathan Randall
6DB295A6AB04410...
By: _____
Jonathan Randall
Title: President Mack Trucks North America
Date: 7/24/2024 | 3:08 AM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Mack Trucks, Inc.
Address: 7900 National Service Road
Greensboro, NC, NC 27409
Contact: Chuck Wissinger
Email: chuck.wissinger@macktrucks.com
Phone: 240-291-0743
HST#:

Submission Details

Created On: Friday February 23, 2024 14:10:10
Submitted On: Wednesday March 27, 2024 16:13:41
Submitted By: Chuck Wissinger
Email: chuck.wissinger@macktrucks.com
Transaction #: 561eee4f-0f66-43f7-90dd-5f0a60226f44
Submitter's IP Address: 204.156.71.36

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

| Line Item | Question | Response * |
|-----------|--|--|
| 1 | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier") | Mack Trucks, Inc. |
| 2 | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal. | Not applicable. Equipment, products, and services included in the proposal come directly from Mack Trucks, Inc. |
| 3 | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above. | Not applicable. |
| 4 | Provide your CAGE code or Unique Entity Identifier (SAM): | Mack Defense is a wholly owned subsidiary of Mack Trucks. Mack Defense's CAGE code is 6B8L4. |
| 5 | Proposer Physical Address: | 7900 National Service Rd, Greensboro, NC 27409 |
| 6 | Proposer website address (or addresses): | www.macktrucks.com |
| 7 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Jonathan Randall, President, Mack Trucks North America. 7900 National Service Rd, Greensboro, NC 27409 jonathan.randall@macktrucks.com |
| 8 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Chuck Wissinger - Director, Field Sales Operations. 7900 National Service Rd, Greensboro, NC 27409 chuck.wissinger@macktrucks.com |
| 9 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Abdul Mian - Sales Analyst, 7900 National Service Rd, Greensboro, NC 27409 abdul.mian@macktrucks.com Edward Schnake, Manager, Pricing. 7900 National Service Rd, Greensboro, NC 27409 edward.schnake@macktrucks.com |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|--|
| 10 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | <p>Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions for more than a century since our founding in 1900. Today, Mack is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines, axles and transmissions sold in North America are assembled in the United States. Mack manufacturing locations are certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and ISO 45001 standard for health and safety management systems. Mack is also a proud sponsor of Share the Road, an American Trucking Associations public information campaign aimed at enhancing the safety of our nation's roadways.</p> <p>Mack Trucks is division of the Volvo Group, who aims to drive prosperity through transport and infrastructure solutions, offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs about 104,000 people and serves customers in almost 190 markets. In 2023, net sales amounted to about \$52 billion USD.</p> |
| 11 | What are your company's expectations in the event of an award? | <p>Our number one expectation is to provide municipal customers with a quality product in a contractually compliant manner, at competitive and discounted prices. Above all else that is what we will strive to continue achieving. We would also expect to continue the excellent working relationship that we've had with Sourcewell and its employees from our existing contract, working together to meet the demands and deliver high customer satisfaction and solutions for Sourcewell members.</p> <p>We would also like to gain market share within the municipal/government segment of the market. Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks also offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6, Class 7, and battery electric chassis. Mack Trucks consistently strives to meet customer satisfaction, demand, and market share growth. With the award, Mack Trucks expects to grow market share and increase its lines of business for the different types of Sourcewell customers.</p> |
| 12 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Mack Trucks is a wholly owned subsidiary of the Volvo Group (AB Volvo), a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of approximately \$52 billion USD for 2023. AB Volvo is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating AB Volvo has with several different rating agencies, for example excellent ratings with both Moody's and Standard and Poor's are attached. Mack Trucks also provides/attaches the 2023 Annual Report for AB Volvo, which includes various sections specifically addressing the Mack Trucks subsidiary and Mack product lines. |
| 13 | What is your US market share for the solutions that you are proposing? | Mack Truck's Municipal/Government overall market share for class 8 trucks, as defined by Polk, was 14.8% for calendar year 2023. The four major categories of trucks supplied under our proposed Sourcewell contract have the following Municipal/Government market shares for 2023: Cabover/Refuse - 26.1%, Straight Truck >10L - 28.7%, Daycab Tractor - 24.8%, Medium Duty - 6.1%. Under the three major heavy-duty categories contained in our bid, Mack Trucks has the highest combined market share of any OEM for Municipal/Government and outlines our ability to serve Sourcewell customers in a good way. |
| 14 | What is your Canadian market share for the solutions that you are proposing? | Mack Trucks Municipal/Government overall market share for class 8 trucks, as defined by Polk, is 6.4% for calendar year 2023. The four major categories of trucks supplied under our proposed Sourcewell contract have the following Municipal/Government market shares for 2023: Cabover/Refuse - 36.4%, Straight Truck >10L - 6.4%, Daycab Tractor - 7.3%, Medium Duty - 0.5%. As more Canadian customers leverage the Sourcewell contract, we expect these market share numbers to grow. |
| 15 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection. |
| 16 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | <p>Mack Trucks is a manufacturer of Class 6-8 trucks. Every Class 6 and 7 Mack® Truck built for the North American market is assembled at its Mack Roanoke Valley Operations facility in Salem, VA. Every Class 8 Mack® Truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines, transmissions and axles for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has over 150 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service/uptime issues. Our corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages.</p> <p>Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2023, Mack Trucks had 81 dealer-owners with 418 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.</p> |
| 17 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada. Mack Trucks follows all legal requirements to legally sell products in North America including FMVSS (Federal motor vehicle safety standards) set by NHTSA (National highway traffic safety administration), in addition to EPA/CARB emissions standards. Mack manufacturing locations are certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and ISO 45001 standard for health and safety management systems. All our independent dealers are licensed to do business in the states and provinces that they operate in, as well as our corporate field sales representatives, if the states they cover require it. |
| 18 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|---|--|
| 19 | Describe any relevant industry awards or recognition that your company has received in the past five years | <p>2024- Mack Trucks received recognition from the Virginia Governor's office when Gov. Glenn Youngkin visited our medium duty manufacturing plant as part of a 14.5M, 70,000 square-foot planned expansion that will add more medium duty capacity.</p> <p>2023 – Mack Trucks has become the official truck partner for 23XI Racing. 23XI Racing is owned by both three-time Daytona 500 winner Denny Hamlin and NBA legend Micheal Jordan. Mack Trucks supplied the racing team with high-quality trucks with unique features to support the racing team throughout the NASCAR season. All models supplied to the team can be seen around the country at NASCAR events.</p> <p>2022 – Mack Trucks' LR® Electric was awarded \$10 million by the New York State Energy Research and Development Authority (NYSERDA) as part of a winning submission to provide renewable transportation solutions to Hunts Point, where one of the largest wholesale food hubs in the nation is located in the Bronx, NY.</p> <p>2022 – Mack Trucks was honored as President Joe Biden visited the Mack Trucks and Volvo Group Powertrain facility in Hagerstown, Maryland, for national Manufacturing Day. President Joe Biden toured the facility and explored the different processes. This visit to the facility on manufacturing day truly emphasizes and highlights Mack Trucks commitment to the U.S economy.</p> <p>2021 – Mack Trucks was honored as President Joe Biden visited the Lehigh Valley Operations facility home to where all Class 8 Mack Trucks are assembled. With Mack Trucks completing a \$84 million investment plan for improving the facility, the President was impressed and mentioned remarks of how Mack Trucks offers exceptional American innovative manufacturing.</p> <p>2020 – Mack Trucks was awarded a Sourcwell Contract, a government agency that uses the power of cooperative purchasing to strategically save money and time to fulfill bid processes for member agencies. This contract has proved beneficial as Mack Trucks has sold to many different Sourcwell members across North America since its award.</p> <p>2019 – Mack Trucks' subsidiary Mack Defense, was recognized by the U.S. Secretary of Commerce for boosting U.S. Exports. Mack Defense received the President's "E" Award which is the highest recognition a U.S. entity can receive for exports.</p> |
| 20 | What percentage of your sales are to the governmental sector in the past three years | Based on Polk registrations through our dealer network, our heavy duty Municipal/Government sales were 8.2% and our medium duty Municipal/Government sales were 3.5% of our total dealer business for the past 3 years. |
| 21 | What percentage of your sales are to the education sector in the past three years | Less than 1% of our sales were to the education sector over the last three years. |
| 22 | 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? | Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, and Texas Buy Board. Mack Trucks does not track the sales by cooperative contract, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada. |
| 23 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | <p>Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (Flyer attached in additional documents). Our current Sourcwell contract volume exceeds the volume of business done through GSA which is limited to federal-level customers. Mack Defense does not work with any state or local agencies, only military/federal.</p> <p>Sales volumes on the GSA contract are as follows: 2021 - 49 units totaling \$6.7M 2022 - 25 units totaling \$5.4M 2023 - 82 units totaling \$13.3M</p> |

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

| Entity Name * | Contact Name * | Phone Number * |
|--|----------------|----------------|
| City of Memphis | Phillip Davis | (901) 417-4027 |
| Jersey City Department of Public Works | Jimmy Lovero | (201) 723-9021 |
| City of Des Moines | Brian Bennet | (515) 323-8940 |

Table 5: Top Five Government or Education Customers

Line Item 25. 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 * |
|----------------|---------------|---------------------|---|------------------------|----------------------------------|
| Agencies in NY | Government | New York - NY | Cabovers for refuse. | 650 | \$206,830,349 |
| Agencies in AL | Government | Alabama - AL | Dump trucks and equipment tractor. | 373 | \$45,976,414 |
| Agencies in NC | Government | North Carolina - NC | Dump trucks and chassis for snow plows. | 203 | \$21,608,600 |
| Agencies in OK | Government | Oklahoma - OK | Dump trucks and regional haul tractors. | 118 | \$13,015,860 |
| Agencies in PA | Government | Pennsylvania - PA | Chassis for snow plows. | 94 | \$10,185,244 |

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 * |
|-----------|---|---|
| 26 | Sales force. | Mack Trucks currently employs 41 corporate sales representatives working from Mack Trucks offices across the country and remotely from their home offices. This number has increased by ten since the last Sourcewell RFP showing Mack Trucks commitment to the field sales force team that supports our dealers and customers. These professionals are responsible for overseeing designated territories, where they engage with Mack dealers and customers. When combined with our 735 dealer sales representatives, the comprehensive field team collaborates to visit customers and personally connect with them to execute impactful sales strategies for Mack Trucks. This allows us to directly work with Sourcewell customers, regardless of their locations and gives us one of the best coverage networks in the industry. |
| 27 | Dealer network or other distribution methods. | Mack Trucks currently has 418 Full Line dealers for the US / Canada. Of these dealers, 186 are Certified Uptime Dealers which signifies the overall dedication of effectiveness and efficiency by quickly getting trucks out of the shop with their own dedicated bays. Since the last contract, the number of Certified Uptime Dealers has increased to meet the demands of customers. Customers who visit a Certified Uptime Dealer can expect a rapid diagnosis within two hours and if the repair fits the criteria, the truck is pulled into an Uptime Bay resulting in a resolution of four hours or less. During the period of our existing Sourcewell contract, no negative service feedback has been received from any of our Sourcewell customers at the corporate level. These Certified Uptime Centers across the country are a testament to Mack Trucks commitment to customer satisfaction by maximizing reliability and decreasing downtime. |
| 28 | Service force. | Mack Trucks currently has 74 professional corporate service reps in the field actively working from Mack Truck offices across the country and home offices to strategically cover territories calling on Mack dealers and customers in the US and Canada. These service reps specialize in working directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also skillfully engage with the customers to support warranty, Up-time solutions, Over-the-air programming, etc. Our service reps put the customer first by personally connecting with them and keeping them content throughout the entire service process. Additionally, all of our dealerships have dedicated service manager and technicians that work with our Uptime Center and corporate service team. |
| 29 | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others. | Quotes will flow through our Mack dealer network through our official pricing and quotation tool unless the lead first comes to the Sourcewell contract Point of Contact (POC) listed for Mack. If the lead comes to us first, we coordinate with the customer, local dealer, and corporate territory sales rep to ensure they have direct follow-up with the customer to provide them a quote. When building the truck, there is a sales code we created that flags the deal as a Sourcewell deal that the dealer selects (see attached proposal with the Sourcewell sales code on it). We also require dealers to include the Sourcewell member number when submitting for a discount. This offers 2 layers of identifying the deal as Sourcewell. Our trained pricing team then processes the quote properly per our contract and returns the dealer a contractually compliant discount for them to create the final customer proposal from. We always offer to review the pricing with dealers to make sure they do not have any questions. The dealer then quotes the customer and we track it through the system until its delivered and we report it to Sourcewell. At any time in the process, we are available at Mack to answer dealer and customer questions directly. |
| 30 | 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. | Mack Trucks has a dedicated 24 hour / 365 day Mack One Call Uptime Center in Greensboro, NC, that is fully staffed 24/7 with professionally trained reps who are ready to assist with any type of issues that may arise. All operations are strategically placed in one facility where parts and reliability engineers collaborate seamlessly resulting in a rapid resolution for all customers. In addition to customer service, Mack Trucks also has an extensive network of outside towing and repair facilities ready to support all the customer needs. Dealers interface with the field service reps and Uptime Center in real time to ensure service events are resolved quickly. We geofence trucks that are at dealerships to make sure they are not sitting for extended periods of time and react accordingly by contacting our dealers to assist if we see a repair taking too long. In addition we now offer over the air programming, which often saves a customer a trip to a dealership altogether. This effective approach ensures that all customers have the support needed whenever and wherever they are. According to 2023 Brand Image and Customer Satisfaction survey conducted by IPSOS, Mack Trucks was number one in customer satisfaction. Please see file in additional document section for more information. |
| 31 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | In the United States, Mack Trucks proudly boasts a wide network of 329 rooftop locations (USA only) that also include truck sales, parts, and service to fulfill the needs of Sourcewell entities across the US. As Mack Trucks has already sold over \$35 Million to Sourcewell entities in the existing contract. Mack dealers desire another contract to sell high-quality trucks under the Sourcewell banner to meet the increasing demand of Sourcewell entities and make the purchasing process easier for them. Mack Trucks views another successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, Sourcewell, and Sourcewell Members. |
| 32 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | In Canada, Mack Trucks has a total of 89 rooftop locations (CAN only) that also include truck sales, parts, and service to fulfill the needs of Sourcewell entities across Canada. As Mack Trucks has already sold to Sourcewell entities in the existing contract, Mack dealers desire another contract to sell high-quality trucks under the Sourcewell banner to meet the increasing demand of Sourcewell entities and make the purchasing process easier for them. Mack Trucks views another successful Sourcewell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, Sourcewell, and Sourcewell Members. As awareness of Sourcewell/Canoe in Canada grows, we view it as a growth opportunity going forward. |
| 33 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Our North American geographic coverage is excellent with 418 dealers in all areas, including Hawaii, Alaska, and Puerto Rico. There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program, which is very rare. We strongly encourage participation by all our dealers, in the unlikely event that one would decide not to participate, we would work with them directly to ensure they fully understand the contract and its benefits and would ultimately find the customer another dealer to work with if required. |
| 34 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcewell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcewell. |
| 35 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcewell customers. There are no restrictions or specific restrictions other than the expected additional expense of shipping to those areas. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 36 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | <p>Mack Trucks marketing strategy to promote this contract will be to inform and educate the wide network of Mack Dealers ensuring a comprehensive understanding in recognizing and seizing Sourcewell bid opportunities. Mack Trucks will strategically place compelling ads across targeted platforms for the most exposure which will effectively communicate that the Sourcewell network is now a part of the Mack Trucks brand. For example, As Mack Trucks has an existing Sourcewell Contract, there is a dedicated page for Sourcewell on Mack Trucks website.</p> <p>For example, Mack Trucks has incorporated Sourcewell into the Mack Trucks website for effective exposure for new and existing Sourcewell Members. Mack Trucks website users on the Sourcewell page can learn about the existing contract and how to get in touch with a local dealer. Please see attachments in marketing materials.</p> <p>Additionally, Mack has a dedicated section of our dealer portal that dealers can reference that has all of our contract docs, user guides and FAQ pages listed. If we are awarded another contract, we will hold a nationwide dealer webinar to make sure the contract is marketed to our sales team.</p> |
| 37 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | <p>Mack Trucks remains strongly focused on delivering high-quality digital experiences across all marketing channels, elevating the interaction with the audience. The primary objective at Mack Trucks Marketing is to create an immersive experience to drive awareness, spark interests, and cultivates consideration of the multitude of exceptional high-quality Mack Trucks products and services. Mack Trucks uses diverse range of tools such as social media, attracting videos, informative trade shows, and programmatic digital materials, and other technological ways of marketing its messages. Mack is highly active in all social media channels and has one of the largest followings with one of the strongest levels of customer engagement in the industry.</p> <p>Marketing always looks to support potential and existing customers actively shopping for Classes 6-8 products by providing them with timely updates, highlighting product and service enhancements, and unveiling new offerings of Mack Trucks. Marketing values engagement with potential and existing customers and Mack Trucks dealers based on an interested party's location for customer convenience by connecting with web forms, captivating landing pages, dynamic multi-channel marketing campaigns, informative offline prints, and trade shows that allow potential customers to self-identify and promote personalized and segmented customer profiles. Through these types of initiatives, Mack Trucks is able to gain valuable insights to understand a customer's need and applications. The compilation of comprehensive customer profiles allows Mack Trucks to deliver highly targeted and segmented content, which can further be enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Mack Trucks may provide customer information to independent authorized Mack Truck dealers as this will allow for a collaborative effort which will foster meaningful connections and provide tailored insights to potential customers about Mack products and services. Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.</p> |
| 38 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | <p>If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs. We desire the relationship with Sourcewell to be collaborative where we can work together to grow business and keep customer satisfaction high and resolve any contract issues together as a unified front working with the customer. Our response to question 29 shows that we have fully integrated Sourcewell into our sales tools and quotation process, something we can say with confidence has been working well over the last few years of our current contract.</p> |
| 39 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | <p>Due to highly customizable nature of a Mack chassis, and the essential role of a Mack dealer in explaining and guiding customers to options that will best suit their specific needs and equipment application, Mack Trucks currently does not offer an e-procurement ordering platform directly to the end customer. However, Mack Trucks offers online tools like the "Truck builder tool", accessible on the MackTrucks.com website where customers can build a truck based on their general specifications. After the customers builds a truck, the tool will send the general specifications to the Mack dealer that is close to them. Then the Mack dealer validates the specifications, provides a quote, and confirms and submits the order for the product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.</p> |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 40 | 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>Mack Trucks offers a diverse range of trainings that are tailored to meet the diverse and unique needs of Sourcewell participating entities. Mack Trucks provides online training as well as on-site training where skilled trainers will visit the locations of customers to provide specialized service technician training, municipal training, and driver training. For example, driver training focuses more on the functionality of the truck. Upon receiving a copy of the truck spec from the District manager, the skilled trainer preforms comprehensive classroom style training sessions covering various features of the truck such as the truck's dash, seat, shifter, transmission features, engine functionality, etc. All safety features and truck maintenances steps are also addressed. Depending on availability of time and class size, participants will also be able get hands on with the truck. If the participant is an existing Mack Brand customer, the trainer can use Mack Connected Vehicle Analytics to review past fuel efficiency to offer insights for creating improved and better fuel efficiency use and habits. Mack Trucks strives to be provide tailored and flexible training to support customers to make them satisfied. These custom trainings are handled at the corporate level and can be quoted as add-ons to the chassis price per the customer's specific needs.</p> |
| 41 | Describe any technological advances that your proposed products or services offer. | <p>Mack Trucks now offers fully electric trucks to support customers with, specifically in the refuse and medium duty applications, where many counties and municipalities have their own refuse fleets. In addition to electric models, Mack also offers natural gas options available on select trucks contributing to cleaner, near-zero emissions.</p> <p>As Mack Trucks aims to always be at the forefront of innovation, Mack leads in telematics, providing exceptional over the air programming for many of the electronic and software driven items in trucks today. These technological advancements aid in saving a substantial amount of time for customers, particularly Sourcewell members like not having to bring in trucks to the dealerships for software upgrades or programming changes. Mack Trucks can now perform over the air updates in approximately 20 minutes as long as they are within good cellular signal.</p> <p>Mack Trucks offers Mack Asist, a web-based service management system tool that provides fleet managers with help to manage costs, reduce downtime, and maximize the performance a Mack Truck. Mack dealers can also access the specific fleet requirements, including vehicle-specific data on recalls, warranty coverage, repair plans and pricing.</p> <p>Mack Trucks offers Mack Connect to Sourcewell customers as many of them are fleet customers. Mack Connect next-level technological bundle of solutions which include informative telematics that provides useful data on their trucks, remote diagnostics that allow for tracking truck performance and health status, predictive analytics to allow for detecting future maintenance which will result in decreased downtime, monitoring fuel efficiency, and great integration of fleet management systems which will allow for integration with existing systems.</p> |

| | | |
|-----------|--|---|
| <p>42</p> | <p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p> | <p>Mack Trucks places a significant emphasis on green initiatives and environmental responsibility. Our Lehigh Valley Operations assembly facility, where all Class 8 Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD proudly are platinum certified by the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity. In addition to these green initiatives, Macks Roanoke Valley Operations Facility, where all Class 6 and 7 Mack Trucks are assembled is certified and participating in Appalachian Power Company's 100% Renewable Wind-Water-Sunlight (WWS) Service which means that all purchases from this facility are 100% renewable energy with zero CO2 emissions from Appalachian Power.</p> <p>Mack Trucks remains steadfast in its dedication to the circular economy, focusing on both developmental and remanufacturing fronts. Every Mack facility is either certified as landfill-free or undergoing the certification process. Furthermore, Mack is committed to enhancing its certified remanufactured parts brand, DEX, which stands as the nation's foremost provider of refurbished, recycled, and surplus heavy-duty and all-makes truck components across classes 6, 7, and 8. This strategic production approach positions Mack for sustained, environmentally responsible growth into the future.</p> <p>Mack Trucks continues to take many steps to improving the environmental performance of its products. Mack Trucks is committed to creating new technologies to reduce carbon dioxide and improve fuel efficiency. Mack's MP8HE engine incorporates Mack Energy Recovery Technology which captures waste energy from the engine's exhaust and then converts it into mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Trucks offer a Mack HE+ efficiency package that's includes the Mack MP8HE engine, Mack mDrive transmission, additional aero features, and an optional extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation. Mack HE+ efficiency package is available on Mack Anthem Models .</p> <p>Mack Trucks continues to lead in research and development of alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric, a fully electric iteration of the Mack LR refuse model features an integrated Mack electric powertrain. In 2022, the LR Electric was awarded \$10 million by the New York State Energy Research and Development Authority (NYSERDA) as part of a winning submission to provide renewable transportation solutions. In addition to the LR Electric, Mack Trucks has recently released the MD Electric, a fully electric iteration of the Mack Medium-duty model. Mack Trucks has recently invested \$14.5 Million in Macks Roanoke Valley Operations Facility to meet the increasing demand of the medium duty and electric medium duty models.</p> |
| <p>43</p> | <p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p> | <p>Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years.</p> <p>Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category.</p> <p>Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.</p> |
| <p>44</p> | <p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p> | <p>Although Volvo Group North America, LLC and Mack Trucks, Inc does not qualify for accreditations as a small or diverse business, we support small and diverse business initiatives as set forth by the SBA and DLA with both a robust supplier diversity program. Volvo Group sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in four councils, NMSDC, CVMSDC, WBENC and NVBDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships. Volvo Group's current percentage of total expenditures spent with small and diverse businesses is approx. 16%</p> <p>For further details on Volvo Group's initiatives in this area please contact: Ashley Campbell, small business liaison officer at 336-259-1095 Volvo Group Purchasing, Responsible purchasing and supplier diversity manager</p> |
| <p>45</p> | <p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p> | <p>One of the most unique aspects of our proposed solution is how wide our product offering is. We have medium duty models in Classes 6/7, as well as a full portfolio of Class 8 vocational, highway, and refuse models. Our refuse models are available in both conventional and cabover designs and we have 2 cabover models. Our tractors come in daycabs and sleepers. And we now have 2 battery electric models with more planned. Overall, it is one of the widest product lineups for heavy trucks that would be offered by Sourcwell.</p> <p>Mack Trucks offers unparalleled support that is standard with no fee known as Mack OneCall. OneCall is a 24/7/365 roadside assistance that features 24-hour roadside support. Mack OneCall roadside assistance provides peace of mind with around-the-clock support, allowing OneCall operators to quickly identify problems and locate necessary parts from any of Mack Trucks' six electronically-linked parts distribution centers across North America. Mack Trucks can automatically ship the part that customers need for overnight delivery even outside of normal working hours, including Sundays and holidays with next-flight-out services. OneCall technicians are also prepared to answer any questions related to warranty at any time.</p> <p>When customers are out on the roads, they never alone because Mack OneCall agents are connected seamlessly to Mack Authorized dealers, parts and service locations, and wide network of over 5,000 qualified service facilities all throughout North America which will allow customers to feel confident that that have the support they need any time and any where.</p> <p>As Mack continues to show commitment to support, Mack's GuardDog connect is in addition to Mack's World Class support. Every Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If any issue arise on the truck, real-time information is sent to Mack UpTime Center for where the issue is swiftly diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.</p> <p>Mack Trucks offers an exceptional suite of digital solutions called Mack Connect. Mack Connect provides truck owners and fleet managers with a wide range of technological tools such as, advanced telematics, connectivity features, and remote diagnostics to maximize vehicle performance, fuel efficiency, and improved fleet management. This will be beneficial to Sourcwell customers as many of them are fleet owners.</p> |

Table 9A: 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 * |
|-----------|--|---|
| 46 | Do your warranties cover all products, parts, and labor? | Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates. |
| 47 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer. |
| 48 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Depending on the particular situation Mack Trucks may consider covering travel times and mileage, but repairs typically occur in our wide dealer network's facilities. |
| 49 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair. |
| 50 | 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? | Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer. |
| 51 | What are your proposed exchange and return programs and policies? | Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor. All of this is managed through our published warranties and handled via standard dealer repair practices. |
| 52 | Describe any service contract options for the items included in your proposal. | Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcewell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcewell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcewell member for a fee. Please see attachment for our service contracts offered in warranty attachments. |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * |
|-----------|--|---|
| 53 | Describe your payment terms and accepted payment methods. | Sourcewell Member payment terms will typically be the earlier of either net 30 days from date of Sourcewell Member customer invoice or receipt of Mack goods by Sourcewell Member. Final Payment terms may be negotiated between the Sourcewell Member and Mack Trucks dealer. Mack Trucks ensures quick and swift payment of total administrative fees to Sourcewell after reports are conducted every quarter. Payments are wired to Sourcewell two weeks after the quarter. |
| 54 | Describe any leasing or financing options available for use by educational or governmental entities. | Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcewell lender. |
| 55 | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | Our standard transaction documents include the main customer proposal document that our system generates when a truck is spec'ed out. We have included an example as an attachment. There is also a simple Sourcewell quote document we recommend the dealer uses so the customer can understand their discount structure related to our contract. This is also attached. Warranty and service contract documents are important for customers to have an are attached. Specific terms and conditions related to down payments, cancellations, etc are handled between the dealer and the customer. Please see attachments in standard transaction document. |
| 56 | 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? | The P-card payment process is not typically used for commercial truck procurement due to the transaction amounts. However, this would be mutually determined between the Sourcewell member and the Mack dealer. |

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 * |
|-----------|--|--|
| 57 | 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. | Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer's detailed requirements. Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period. Discounts are exclusive to Sourcewell members and discount percentages have been increased over our existing contract. In the case of the MD Electric model, Sourcewell is the only customer receiving any type of discount on this model. Mack Trucks reserves the right to make further concessions on a case-by-case basis. Additionally as part of our contract we impose profit limits on the chassis for our dealers, which further protects Sourcewell customers and ensures they are getting competitive pricing. Attachments: "Sourcewell Member Mack Pricing Matrix.pdf" "Sourcewell Mack Proposal Example.pdf" "Sourcewell Mack Model List.pdf" "Customer Quote Template Example.pdf" |
| 58 | 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. | Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items. Mack Trucks offers a discount percentage range from 1.00% to 39.14% for Sourcewell Members depending on model. Discounts on battery electric models are lower because they include a mandatory service contract and warranty that comes with every truck that is not optional like on diesel models. In the case of the MD Electric, Sourcewell is the exclusive customer getting a discount, where all other retail quotes get 0% off the price. Mack Trucks reserves the right to make further concessions on a case-by-case basis. |
| 59 | Describe any quantity or volume discounts or rebate programs that you offer. | The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case-by-case basis. |
| 60 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need. Dealers are encouraged to use suppliers with Sourcewell contracts where possible. Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training. |
| 61 | 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. | Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included. The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote. Surcharges may apply depending on market conditions. Mack Trucks will honor previous pricing until a new price/product form is submitted and approved, at which point a new matrix will be supplied to dealers and existing orders will be price protected but open quotes will need updated/requoted. |
| 62 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | An equalized freight charge of \$2,650 is included in every invoice and this covers the cost of freight from either Mack factory to the first destination on the contiguous US or Canada. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,400 to have CNG tanks installed. Any additional freight fees incurred above the \$2,650 equalized freight charge can be charged to the Sourcewell Member as a sourced good at Dealer Cost plus 5%. |
| 63 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. |
| 64 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends. Trucks are transported in a variety of ways, including being driven as singles, doubles, or deck-sets of 3 trucks piggybacked on a lead truck to ensure delivery in the most efficient way possible. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|--|
| 65 | d. other than what the Proposer typically offers (please describe). | This pricing is exclusive to Sourcewell members. Discount percentages have been increased over our current contract. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|---|---|
| 66 | <p>Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.</p> <p>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> <p>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.</p> | <p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell sales code that the dealer must add to qualify for applicable Sourcewell discount levels. Dealers are required to include the Sourcewell Member Number of the customer in their pricing request.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a quarterly basis to determine Sourcewell's applicable administrative fees to be remitted. This list is run by 2 different teams and cross checked for accuracy, then reviewed and approved by a director before promptly sending the report and payment to Sourcewell. Over the last few years of our contract this has proven to be an effective process.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program. This is handled via an "opt-in" process that dealers must sign before we give them Sourcewell pricing that covers the terms and conditions of our contract.</p> |
| 67 | <p>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> | <p>Mack Trucks keeps an updated record of all Sourcewell units each quarter combined into a master file that is used for all sorts of analysis. Mack Trucks also has dedicated tools like Microsoft PowerBI for Sourcewell measure tracking with a wide variety of data visual representations where the field sales operation team can conduct any analysis of their choice to make further decisions. Mack Trucks can track internal Sourcewell metrics precisely with a few examples being charts to show Sourcewell units sold over time, Sales amount over time, and units by management groups and dealers which will allow internal and external stakeholders to make business decisions for the future as needed. Please see attached document in additional documents to see an example of a chart Mack Trucks uses to get a general and quick track of performance that shows a steady trend of growth over the life of our existing contract.</p> |
| 68 | <p>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.</p> <p>(See the RFP and template Contract for additional details.)</p> | <p>Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework. Mack Trucks is open to discussing a potential revised administrative fee with Sourcewell if desired.</p> |

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

| Line Item | Category Selection * |
|-----------|---|
| 69 | Category 1: All engines, fuel, and propulsion type chassis and cabs |

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

| Line Item | Question | Response * |
|-----------|--|--|
| 70 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | <p>Mack Trucks is committed to providing a wide array of products and services to fulfill the diverse needs of Sourcewell entities. Mack Trucks will offer products in Class 8, Class 7, and Class 6. Mack Trucks has one of the strongest portfolios with electric, heavy-duty, and medium duty products in different segments to meet the demand of Sourcewell customers.</p> <p>For Class 8 are as followed:</p> <ul style="list-style-type: none"> • Mack Anthem – Highway/Light vocational model is available in a day cab trim, 48" sleeper trim, and 70" sleeper trim to fulfill the needs of regional-haul and long-haul applications. The Anthem can be spec'd with different engines like MP7, MP8, MP8HE, and ISX12N Cummins with each engine offering unique performance. The Anthem can be spec'd with different transmissions like mDrive, mDrive HD, Allison 4000 series, and a manual option. The Anthem can also be spec'd with different axles, suspensions, and optional features. • Mack Granite – Refuse/Vocational model that is available in day cab truck or heavy duty tractor. The Granite can be spec'd with the MP7 and MP8 engine. The transmission is offered in both automatic and manual. The Granite can also be spec'd with different axles, suspensions, and optional features. • Mack LR – Refuse/Vocational cab-over model can be spec'd with different door and driving configurations to provide the user with ease. The LR is available in two engine options, MP7 and Cummins Westport L9N Natural gas. The LR can also be spec'd with different transmissions, different axles, suspensions, and optional features. • Mack LR Electric – Refuse/Vocational cab-over model that is the electric version of the Mack LR. The LR electric comes with 2 AC motors that produce a peak of 536 HP. The 2-speed Mack Powershift transmission produces a peak of 4,051 lb.ft. torque. The LR electric comes with two-stage regenerative braking. With great operating range, performance, and battery life, the LR Electric is a popular choice in the electric market. • Mack Pinnacle – Highway/Light-Medium vocational model is available in a day cab trim, 48" flat top sleeper trim, and 70" stand up sleeper trim to fulfill the needs of regional-haul and long-haul applications. The Pinnacle comes with Macks MP8 engine and can be configured to many transmission types. The Pinnacle can also be spec'd with different axles, suspensions, and optional features. • Mack TerraPro – Refuse/Vocational cab-over model available in three engine options, MP7, MP8, and Cummins Westport L9N Natural gas. The TerraPro can also be spec'd with different transmissions, different axles, suspensions, and optional features. <p>For Class 7 are as followed:</p> <ul style="list-style-type: none"> • Mack MD7 Series – Medium Duty/Vocational model packed with innovative features that comes standard. MD7 can be configured with different engines, transmissions, and features. As a Class 7 model it is FET exempt. • Mack MD7 Electric Series - Medium Duty/Vocational electric model packed with exceptional performance aimed to deliver impressive power while reducing emissions. <p>For Class 6 are as followed:</p> <ul style="list-style-type: none"> • Mack MD6 Series – Medium Duty/Vocational model packed with innovative features that comes standard. MD6 can be configured with different engines, transmissions, and features. As a Class 6 vehicle it does not require a CDL. • Mack MD6 Electric Series - Medium Duty/Vocational electric model packed with exceptional performance aimed to deliver impressive power while reducing emissions. <p>All models come with optional extended warranties and service contracts that are optional for customers other than the mandatory service agreements that come with our battery electric models. All Mack Trucks come standard with GuardDog Connect which provides customers with seamless software assistance, by providing wireless over-the-air updates and contacting OneCall 24/7 roadside assistance and providing them with information including parts needed, service instructions and diagnostic information whenever any issues are detected. All customers, particularly Sourcewell customers can drive the roads, tackle the harsh terrains, and maneuver through the city confidently with peace of mind knowing that Mack Trucks is there 24/7 to support.</p> |
| 71 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | <p>33612 - Heavy Duty Truck Manufacturing 336120 - Heavy Duty Truck Manufacturing</p> |
| 72 | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | <p>Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other safety features on the majority of our products offered. Disc brakes are also a safety feature that reduce stopping distances for heavy duty trucks that we offer.</p> |
| 73 | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers. | <p>More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop. Mack Trucks also offers Mack Connect to Sourcewell customers to aid in serviceability of trucks. Mack Connect provides remote diagnostics that allow for tracking truck performance and health status. Mack is an industry leader in integrated uptime services.</p> |

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Chassis Type (ICE and/or BEV) | Comments |
|-----------|--|--|----------------------------------|--|
| 74 | Class 4 chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Both Chassis Types (ICE and BEV) | N/A |
| 75 | Class 5 chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Both Chassis Types (ICE and BEV) | N/A |
| 76 | Class 6 chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Both Chassis Types (ICE and BEV) | Mack MD6 Mack MD6 Electric |
| 77 | Class 7 chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Both Chassis Types (ICE and BEV) | Mack MD7 Mack MD7 Electric |
| 78 | Class 8 chassis | <input checked="" type="radio"/> Yes <input type="radio"/> No | Both Chassis Types (ICE and BEV) | Mack Anthem Mack Granite Mack Pinnacle Mack LR Mack LR Electric Mack TerraPro |
| 79 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | Both Chassis Types (ICE and BEV) | N/A |

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

| Line Item | Category or Type | Offered * | Comments |
|-----------|--|--|----------|
| 80 | Battery Electric Vehicle (BEV) Class 4 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 81 | Battery Electric Vehicle (BEV) Class 5 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 82 | Battery Electric Vehicle (BEV) Class 6 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 83 | Battery Electric Vehicle (BEV) Class 7 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 84 | Battery Electric Vehicle (BEV) Class 8 Chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |
| 85 | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input type="radio"/> Yes <input checked="" type="radio"/> No | |

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 - Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
 - Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 - If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing.zip - Wednesday March 27, 2024 15:47:27
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Wednesday March 27, 2024 13:14:07
 - [Marketing Plan/Samples](#) - Marketing Samples.zip - Wednesday March 27, 2024 15:58:13
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty Information.zip - Wednesday March 27, 2024 16:00:07
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Wednesday March 27, 2024 13:14:42
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Additional Documents.zip - Wednesday March 27, 2024 13:14:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Charles Wissinger, Director, Field Sales Operations, Mack Trucks, 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_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM | ☑ | 1 |
| Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM | ☑ | 3 |
| Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM | ☑ | 1 |
| Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM | ☑ | 1 |
| Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM | ☑ | 2 |
| Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM | ☑ | 1 |
| Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM | ☑ | 1 |