



## **Solicitation Number: RFP #032824**

### **CONTRACT**

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

Navistar, Inc.

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...  
By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

DocuSigned by:  
*Bob Mann*  
28B83357778A47E...  
By: \_\_\_\_\_  
Bob Mann  
Title: Vice President Government Sales &  
Diamond Logic Builder

Date: 7/2/2024 | 7:39 PM CDT

Date: 7/2/2024 | 3:29 PM CDT

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

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## Vendor Details

Company Name: Navistar, Inc  
Does your company conduct business under any other name? If yes, please state: International Truck  
Address: 2701 Navistar Drive  
Lisle, Illinois 60532  
Contact: Bob Mann  
Email: bob.l.mann@navistar.com  
Phone: 815-631-3220  
Fax: 815-631-3220  
HST#: 36-1264810

## Submission Details

Created On: Monday February 12, 2024 13:54:42  
Submitted On: Thursday March 28, 2024 11:14:55  
Submitted By: Bob Mann  
Email: bob.l.mann@navistar.com  
Transaction #: b3c99d77-58f2-4430-b6e2-c664992159b5  
Submitter's IP Address: 165.225.60.120

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**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")	Navistar, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	International Trucks International Used Truck
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	International Truck International Used Truck
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8
5	Proposer Physical Address:	2701 Navistar Drive Lisle, IL 60532
6	Proposer website address (or addresses):	www.navistar.com www.internationaltrucks.com (dealer locator) www.internationaltrucks.com/sourcewell (Sourcewell content and links for new and used vehicles) www.internationalusedtrucks.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):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Bob Mann Vice President Government Sales & Diamond Logic Builder Navistar, Inc. 2701 Navistar Drive Lisle, IL 60532 bob.l.mann@navistar.com 815-631-3220 Cell 331-332-2070 Voice Mail
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Chad Conley Vice President Vocational Sales 2701 Navistar Drive Lisle, IL 60532 630-465-4088 Cell 331-332-2494 Voice Mail

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>Navistar, Inc., headquartered in Lisle, Illinois, is a company that reimagines how to create cohesive relationships, build high-performing teams, and find innovative solutions.</p> <p>1. History of Innovation: Navistar's legacy dates back to the 1830's when Cyrus McCormick invented the reaper, the first mechanical harvesting machine. Over nearly two centuries, Navistar has consistently contributed to North America's growth, spanning Agriculture, Construction, Trucks and Buses. Navistar established a large dealer network for products with company field people and captive financing for our customers.</p> <p>2. Core Business and Industry Longevity: Today Navistar's core business revolves around the truck and parts markets in the U.S. and Canada. It primarily participates in the Class 6 through 8 vehicle markets. More than a million International trucks and I.C.Buses are currently on the roads in the U.S. and Canada. In fact, one in five Class 6 through 8 trucks is an International—a testament to Navistar's enduring presence in the industry. Additionally, 40% of buses on the road bear the IC Bus brand, further solidifying Navistar's impact in the transportation sector.</p> <p>3. Business Philosophy and Core Values: Vision: Navistar's guiding star is to accelerate the impact of sustainable mobility. This vision informs all their decisions, emphasizing a commitment to creating a better world for future generations. This vision is common within Traton and the Volkswagen companies throughout the world. Ownership Solutions: Collaborating with a dedicated dealer network, Navistar offers comprehensive ownership solutions. Fleet owners can thrive in the competitive landscape of transport and logistics. Service and Support: Navistar provides exemplary service at every level, with an extensive award winning parts distribution network and turnkey solutions for customers. Sustainability: Navistar actively works toward zero-emissions solutions and clean manufacturing practices, aiming to unlock new business models in digitalization and autonomous technologies. Navistar currently has autonomous vehicles in testing around our plant end engineering facilities in San Antonio, Texas.</p> <p>4. Products and Solutions: Trucks &amp; Buses: Navistar designs, manufactures, and distributes Class 4 through 8 International trucks and IC Bus branded buses. Their future value proposition extends beyond products to comprehensive solutions. Parts: Navistar's award winning Parts Team supports its products with Fleetrite, ReNEWed, and Diamond Advantage parts brands, offering a wide selection of truck, trailer, and powertrain service parts. Financial Services: Navistar provides retail, wholesale, and lease financing for products sold within the U.S., Canada, and Mexico. In summary, Navistar's rich history, commitment to sustainability, and industry longevity position it as a driving force in the world of transportation and mobility.</p>
11	What are your company's expectations in the event of an award?	Navistar will build upon the lessons we have learned with previous awards to grow our footprint within Sourcwell by offering more products and use more tools to reach out and serve the Sourcwell members. Most importantly our dealer channel values the Sourcwell contract, as every dealer can use it to serve the government and non-profit agencies in their market.
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.	<p>Prior to Navistar being acquired by TRATON on July 1, 2021, Navistar was rated non-investment grade by Fitch, Moody's and S&amp;P. Upon the acquisition of Navistar by TRATON, the rating agencies upgraded the Navistar credit rating to investment grade, consistent with TRATON's credit rating. In conjunction with the acquisition, TRATON repaid all of Navistar's 3rd party debt. Additionally, Navistar was no longer an SEC registrant and was thus not required to submit quarterly or annual SEC filings of its financial statements. Currently Navistar has no 3rd party debt nor a credit rating. The only 3rd party debt is incurred by our financial services entities as Navistar has no 3rd party debt incurred by Corporate or any of its Sales &amp; Services subsidiaries. As part of the acquisition by TRATON, Navistar became subject to IFRS and no longer to US GAAP. Navistar no longer publishes financial statements, but a summary of limited financial information and an explanation of our business can be found on TRATON's website and in its quarterly/annual financial reporting.</p> <p>Traton Annual <a href="https://annualreport.traton.com/2023/en/index.html">https://annualreport.traton.com/2023/en/index.html</a></p>
13	What is your US market share for the solutions that you are proposing?	35% for Government
14	What is your Canadian market share for the solutions that you are proposing?	37% for Government
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No we have not.
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>B. Navistar is a Truck and Bus Manufacture, that sells products to Sourcwell Members though the largest dealer network in North America.</p> <p>International Dealers are independently owned and operated. Their ability to sell and represent the International branded products, is tied to a Sales and Service Agreement (Contract) that Navistar holds with the Dealer. That contract requires the dealer to perform to the standards in the agreement. The sales professionals from our local dealership is who will be working with the Sourcwell member. Backing up the dealer sales representatives and company representatives that are assigned to the government side of the business. We are including a deck with an update on our dealer network</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.	Each dealer and Used Truck Center is required to meet the state and local licensing requirements to do business in their area of operation. In addition, Navistar has conducted more than 30 in person Sourcwell Training sessions annually, for dealers, during the current contract. We believe that training and education is the best way to grow Sourcwell. We will be rolling out a Sourcwell Certified Program for Sales Reps. They become Certified by attending in person training and selling a unit using the program.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	We do not have any suspension or debarment issues.

**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>Navistar Parts was rated #1 in heavy equipment sector in the July 2023 Benchmarking Survey. Navistar is the top company for women working in for the transportation sector in 2022. Navistar Parts Distribution Centers ranked at the top of the industry 5 years in a row (May 2022)</p> <p>ISO 14001 Compliant. ISO 9001 Compliant</p> <p>Attached is our latest Sustainability Report from 2022. There are 4 key parts of our path to zero emissions and being a great company to support our customers, dealers, employees and shareholders: Sustainable Impact - The transportation is a substantial contributor to the total emissions on our planet. We accept responsibility and are driving change to advance sustainable solutions. Profitable Performance - We have to be a healthy well rounded entity with our dealers so we can offer the best products and experiences for our customers. Foundation for the Future - We are investing in many technologies, digitalization, zero emissions and autonomous solutions. We are creating new business models where it makes sense for our customers. We will leverage our technologies with our Traton partners across the globe. Culture and Leadership - We will be known for having a strong culture at Navistar, which guides every decision every day. Each employee is trusted and empowered to make the right choices every day.</p>
20	What percentage of your sales are to the governmental sector in the past three years	Government business makes up 35% of the Work Truck Business Unit and 7% of all vehicles Navistar produces annually.
21	What percentage of your sales are to the education sector in the past three years	The Education Sector is 98% of the IC Branded Bus Business and 15% of the total truck and bus business. IC Bus is the number 1 School Bus Brand in North America with 40% market share of the Education Sector.
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?	<p>Since 2020, the truck and bus industry has experience constrained production with supplier and component shortages. Sourcewell Trucks and Buses 510 Onondaga County (NY) 125</p> <p>International Dealers hold the following larger contracts Greater Boston Police Council 29 Florida Sheriffs Council 110 North Carolina Sheriffs Council 22 Buy Board (Texas) 83 Houston Galveston Area Council 21 Cooperative Education Services NM 55 Education Services Commission of NJ 125</p>
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>Navistar currently has a contract for class 8 trucks with GSA 220 is the current average Our dealer in Washington/Maryland holds the GSA bus contract that has current average of 60 units</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Iowa Department of Transportation	Jody McNotten	515-239-1173
City of Kingston, Ontario	Gord Warner	613-546-4291 ext 2216
City of Tulsa, Oklahoma	Brian Erickson	918-591-4068
Hagerstown Community College, Maryland	Jack Drooger	240-500-2453
Grundy County Highway Department, Tennessee	Johnny Fults	931-273-0664

**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 *
US Government all agencies	Government	District of Columbia - DC	All models offered	1645	\$188,153,000
Sourcewell	Government	Minnesota - MN	All Models of Trucks and Tractors, most are vocational dump/plow	1115	\$136,700,000
New York State Contracts	Government	New York - NY	Snow Plow Trucks and Plow Patrol Vehicles	1065	\$155,397,037
California State Agencies	Government	California - CA	Fire and Emergency, Plow Trucks, Refuse Trucks	345	\$38,985,000
Commonwealth of Virginia	Government	Virginia - VA	Plow Trucks and Dump Trucks	197	\$23,640,000



**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.	International has 1109 sales reps in our dealer channel. They are backed by 100+ Company Sales Reps and 8 dedicated Government Sales Reps.
27	Dealer network or other distribution methods.	International has an unmatched dealer network across the US and Canada. 696 International Locations 383 International Authorized Love's and Speedco locations 1050 total, largest in the industry A copy of presentation on the dealer network is attached In addition, there are 14 Navistar Owned Used Truck Centers
28	Service force.	With 1050 service locations in North America, there are 8500+ technicians and 6300+ service bays. In addition, Navistar has an Uptime Command Center that was established in 2017. With 47 dedicated employees and the use of the I-360 Repair Management System and On Command Connection, this team is focused on keeping units on the road. Units enrolled in this process show that 80% are addressed in 48 hours and 100% within 48 hours. The enhanced communication benefits all users, not just the customers using I-360. With the average vocational/government truck being in service for 15 years. Service is important. In addition our award winning parts organization has invested in new Parts Distribution Centers and getting the part shipped and to the customer as quickly as possible.
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The International dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell member, the dealer will assist them in becoming a member. Once the member has determined their needs and specifications for the truck, the Dealer will price the truck including "Sourced" or "Turnkey" equipment if desired. The dealer sales rep will use the appropriate Sourcewell Excel Workbook, which was developed for this contract. It assures the truck is properly priced with appropriate discounts and does not exceed the ceiling pricing of the contract. It also provides an easy-to-read summary page for the member, showing the member they got the appropriate discounts. For the US, we have put the selling process into a sales program, making it quick and easy for the dealer to complete proposal with proper pricing. For Canada, we use the workbook and US pricing but have to apply an exchange rate that the Canadian office administers. It has an extra step, but getting the correct exchange rate is very important with the total cost of the unit. If financing is needed, we get Jake Ost from NCL Government Capital engaged. In the pricing section of our response, there is additional commentary on the supply and availability of class 4-8 trucks. We do not see that improving dramatically between now and 2027. The vocational truck order board for Navistar is full for 2024. Once the order is placed for the chassis, "Sourced" or "Turn-key" PO's need to be placed by the dealer. Selling Electric Vehicles (EV's) starts with the needed infrastructure to operate one. There is a lot of additional work up front to get charging stations in place. That may include utility construct and consulting work before a truck is ever spec'ed out. A list of dealers who are ready to sell EV's and have invested to do so is in attached list. Navistar has a dedicated team of EV professionals ready to help. Navistar entered into an agreement with Quanta Services of Houston, TX. They are the largest utility contractor in North America and specialize in utility construction and EV infrastructure. If needed, you International dealer can bring in additional resources. Navistar has also invested in grant/funding professionals that are available through your international dealer. Training is what makes the Sourcewell Program run smoother for the Sourcewell Members and our dealers. We have added Used Trucks as an option, for this RFP. Used truck will have same tools customized for their use.
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.	Customer Service is provided by our dealer network, who handles all direct relationships with our end customers. Navistar has implemented a system called Diamond Edge with the dealers to measure performance and key operations that impacts the dealerships overall performance score.  Diamond Edge includes the following components and metrics to measure success: 1. Diamond Edge Certification, which allows customer to experience faster service immediate parts availability, and a higher level of service expertise. 2. Technician education and certification. 3. Vehicle write up in 15 minutes. 4. Vehicle diagnosed and communicated back to the customer in 2 hours. 5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events. 6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at the dealership.  Dealers are rewarded for their performance with Prestige Standards which measures customer satisfaction and their dealer experience.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	International Trucks are available at dealerships throughout the US including Alaska and Hawaii.  International Used Trucks are available through our unmatched dealer network in the lower 48 of the US and our 14 company owned Used Truck Centers in the US.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	International Trucks are available at dealerships throughout Canada. We have 2 dedicated Government Sales Reps in Canada and are active with CANOE. Our dealers continue to grow the Sourcewell Business in Canada.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Navistar will not be including Puerto Rico, the Pacific US Territories or the US Virgin Islands. We tried this with earlier contracts and had no interest. If an interest should arise, we will submit P and P to add.
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?	Navistar will serve all Sourcewell Members. Using Sourcewell membership list, Gov-Win and our enhanced Government data base we are continually updating opportunities for our dealers. We work with our IC Bus team on these opportunities and encourage dealers to engage with the education and non-profit agencies as well.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Navistar has dealer locations in Alaska and Hawaii. The dealer serving Alaska has locations in Arizona, California and Washington. The dealer serving Hawaii has locations in Southern California. Both understand what it takes to serve these remote parts of the US.

**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>Strategies and actions related to Sourcewell marketing efforts:</p> <ol style="list-style-type: none"> <li>1. Communicating Contract Awards: International aims to spread the word about contract awards through various channels. These include corporate press releases, social media platforms (such as X, Facebook, Instagram, and LinkedIn), and targeted email announcements to Diamond Partner Members.</li> <li>2. International leverages its dealer network by incorporating contract details into monthly customer mailings and digital communications.</li> <li>3. Visibility at Trade Shows and Events: To enhance visibility, International places Sourcewell stickers and banners on relevant assets. These assets are showcased at corporately sponsored trade shows, industry events, and regional trade shows managed by the dealer network.</li> </ol> <p>Local Event Participation:</p> <ol style="list-style-type: none"> <li>4. International actively supports and participates in local events organized by Sourcewell. This engagement fosters stronger connections with members and the community.</li> </ol> <p>Empowering Distribution Channels:</p> <ol style="list-style-type: none"> <li>5. International encourages its distribution channels to attend local Sourcewell events. Co-op funds are allocated to maximize efforts and ensure high-quality engagement.</li> <li>6. Quarterly Communication with Dealers: International maintains regular communication with its dealer network. This includes sharing area member opportunities using both the Sourcewell member list and internal CRM tools. The goal is to efficiently connect with dealers and provide beneficial information.</li> <li>7. Centralized Information Access: Sourcewell collateral, award details, and NCL materials are published on International's Sales and Marketing Resource Center (SMRC) website. This resource allows sales representatives quick access to up-to-date materials.</li> </ol> <p>Speaking Privileges for Sourcewell Representatives:</p> <ol style="list-style-type: none"> <li>8. International grants speaking privileges to Sourcewell representatives during dealer and regional events along with NCL Government Capital. This direct access facilitates communication with the distribution network.</li> <li>9. Leveraging Field Staff: The company's parts and service field staff actively promote Sourcewell contracts, reinforcing the partnership. Furthermore, International employs software tools like Customer Relationship Management (CRM) systems and external databases to strategically guide its distribution network's sales efforts. These tools help identify Sourcewell members, allowing focused attention on their needs.</li> <li>10. The Sourcewell-focused website, International Trucks Sourcewell, serves as a hub for relevant information. Traffic to this site is driven through paid search campaigns and social media posts, adhering to CAN-SPAM regulations for outbound and direct mail campaigns.</li> </ol> <p>In summary, Sourcewell's support and collaboration play a crucial role in International's marketing efforts, ensuring effective communication and successful contract utilization. With new Equalevel capabilities being added to the Sourcewell Sites, we look forward to more promotion, marketing and sales.</p> <p>Our Dealer Sourcewell Marketing Presentation is in the attachments.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Navistar uses our in house Diamond Analytics to help with Sourcewell Marketing. Each dealer can go into system and access their Sourcewell member information. We also tie Gov-Win to Diamond Analytics to give dealers access to any public info about their customers and funding for future purchases. Dealers have dedicated Marketing managers to help promote Sourcewell within their Assigned Areas.</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>We need Sourcewell to keep investing in technology. We need Sourcewell to continue participating in and hosting local events to get members and dealers engaged. We enjoy working with our Sourcewell Team: Andy Campbell and Racheal Delaney. We don't have a relationship like that with any other contracts we work with. Whether it's passing along a lead for a purchase or asking us to follow up on a members request, we work together as a team. We also work closely with NCL Government Capital, another Sourcewell Awarded Supplier. Jake Ost, from NCL joins all our Sourcewell meetings and calls and is a great resource for our dealer network.</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>International Truck does not have e-procurement process. Members will need to work directly with their selling dealer to better understand how our process works at the dealer level. Our dealers are sophisticated in serving customers including doing business electronically, to meet the members needs</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>Every new International Truck sold to Sourcewell Membership comes with the International Silver Package. The Silver Package provides member with 2 years of online parts and service information. This is a \$1500 value at no charge. Provides online access to all parts and service catalogs Recall and Warranty info by VIN, including history. It is a time saver with search features. We encourage the dealer sales rep to review this program when activated.</p> <p>Service Training is not standard or included with the product. Service Training is available on-line and in person. In Person training is generally fee based. Diamond Logic Builder would be an exception to that as we do not charge for that. Many of our dealers will offer customer training at their facilities, if training is important, please discuss with Dealer Sales Rep. On-Line Training is usually free and has become a very popular with our dealers and customers as there is no lost time and expense for travel. Component Suppliers we use charge for in-person training as well.</p> <p>All Parts brought through Navistar carry a 12-month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would be included. All equipment installed at our Factory Mod Center (TSC) also comes with a 12-month warranty. International 360 provides a revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. <a href="http://www.internationaltrucks.com/360">http://www.internationaltrucks.com/360</a> Dealers will offer maintenance contracts if needed.</p>

41	Describe any technological advances that your proposed products or services offer.	<p>International has launched new S-13 Engine and T-14 Automated Manual Transmission. Manufactured at our recently expanded plant in Huntsville, Alabama.</p> <p>Born from a global collaboration of industry powerhouses (Scania, MAN, International and VW Truck and Bus), the S13 is meticulously engineered to set a new standard. It can operate at low RPMs with high torque which equates to less fuel consumed while still delivering up to 515 horsepower and 1,850 lb-ft of torque.</p> <p>The S13 Engine brings undisputed economy through combustion efficiency, the reduction of friction and pumping losses, and through use of new integrated software and controls.</p> <p>It offers a smooth and quiet operation with superior capabilities. In fact, full torque is available at only 900 rpm and the wide gear ratio means optimal efficiency on flatlands with the performance drivers crave on hilly terrain. It can achieve up to a 15% gain in fuel economy over the popular first generation International® A262.</p> <p>The T14 Transmission is designed from the ground up to be a fully automated manual transmission. It allows for fast shifts and removing three synchronizer rings, resulting in wide gears for extra strength and a shorter, more compact design.</p> <p>The T14 uses an integrated oil to water coolant system to optimize temperature regulation in both hot and cold environments.</p> <p>It has an electronically controlled clutch actuator that works in sync with the engine to deliver faster, smoother shift performance.</p> <p>It has 14 forward speeds with industry leading gear splits and 7 gears for reverse, all operating automatically allowing the driver to focus on the driving.</p> <p>The T14 Transmission is able to achieve an unlimited Gross Combination Weight Rating (GCW). These features make both the S13 and T14 excellent investments for those in the trucking industry. Safety is extremely important to us at Navistar and the customers we serve. International is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products. To protect the driver and others on the road, Electronic Stability Control and Collision Mitigation continue to grow in our product offering. These features are not just for on highway trucks, they are becoming popular with vocational trucks as well.</p> <p>Roll Overs are a source of serious injuries and fatalities in commercial trucks. International has offered and sold Roll-Tek Seats for many years, including Snowplow application, protecting the driver in the event of a rollover. When the sensors detect a roll over, the seat secures itself to the lowest possible height and an air bag system deploys from the side of the seat to protect the driver.</p> <p>Rather than traditional point to point wiring to control features on the truck, Diamond Logic Uses a powerful body controller and Remote power modules to program switches, read signals on the chassis and automate task. Below are some of the more popular options:</p> <ul style="list-style-type: none"> <li>When Park Brake is pulled, transmission is shifted to neutral</li> <li>If seat belt is not engaged for the driver the unit will not go in gear</li> <li>If a bed or equipment is in the up position, speed can be limited alarming driver that the equipment is not stowed</li> <li>If outriggers are not deployed a boom or crane will not move</li> <li>if crane or hoist are not stowed, the truck will not go into gear</li> <li>If liftgate is not stowed the truck will not go into gear</li> <li>DOT lamp check allows driver to cycle all lights on the vehicle without having a helper in the cab to activate</li> <li>When PTO is operated through Diamond Logic, we prevent the PTO from being damaged</li> <li>Air features can also be controlled by this system with similar interlocks.</li> <li>For tractors, we offer air bag logic for easy hook up and disconnect</li> <li>Work Lights off when unit is in drive</li> <li>Headlights on with wipers</li> <li>Cruise disabled with wipers</li> <li>Radio muted in reverse</li> <li>Radio muted with turn signal</li> <li>Camera activated with turn signal</li> <li>Switches can easily be moved electronically</li> </ul> <p>International offers the Cummins B-6.7 and L-9 with Front Engine PTO capability along with the X-15 Stainless Oil Pans (B-6.7, L-9, S-13)</p> <p>Galvanized Frame Rail Options</p> <p>Remote Power Modules in the Cab</p> <p>Transmission Control Module in the cab, versus outside mounted to the transmission:</p> <p>Stainless Bolts for Allison Transmission Pan</p> <p>Stainless Cooler Lines</p> <p>Stainless Brake Parts</p> <p>Strongest 1/2" single Frame Rail in the industry 3.35 Million RBM of HV and 3.5 Million RBM on the HX</p> <p>Galvaneal (Galvanized) Treated Cab on eMV, MV, HV, HX, RH, LT Line - X Floor lining option on HV and HX models</p> <p>International Trucks is the only OEM that currently meets the SAE J2422 Cab Crush Guidelines on class 6-8 products.</p> <p>Below are links to specific products that can be very helpful;</p> <p>Engines that Power International Trucks:  <a href="https://www.internationaltrucks.com/engines">https://www.internationaltrucks.com/engines</a>  Model Specific Links:  <a href="https://www.internationaltrucks.com/cv-series">https://www.internationaltrucks.com/cv-series</a>  <a href="https://www.internationaltrucks.com/mv-series">https://www.internationaltrucks.com/mv-series</a>  <a href="https://www.internationaltrucks.com/hv-series">https://www.internationaltrucks.com/hv-series</a></p>
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42	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>From the 2022 Navistar Sustainability Report.</p> <p>Fuel Efficiency Package with S13 Engine and LT Tractors Working with TRATON group to bring advanced powertrains to market including electric truck and electric school bus Being awarded the Department of Energy "Better Plants Program" for reducing a 25% reduction in energy consumption by 4% annually at all facilities, which has required some large investments in both interior and exterior lighting at our facilities. Reducing both hazardous and non-hazardous waste is another key area for our manufacturing operations. Today more than 56% of waste is recyclable. Navistar is one of 4 teams leading the Department of Energy Super Truck initiative. 90% of our vehicles content is recyclable. In the Parts Distribution Centers have reduced packaging materials by using returnable containers to ship parts. A dedicated delivery system from the Parts Distribution Centers utilizes prescribed routes to reach multiple dealerships eliminating double handling of parts as well as achieving earlier deliveries. Energy Consumption, Green House Gas Emissions, Incident Frequency Rate, Water Withdrawal, Hazardous Waste generation and Non-Hazardous Generation are tracked and charted in document.</p> <p><a href="https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report">https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report</a></p>
43	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>Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024. Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets. Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022. On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business. Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part. According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured. In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company. Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels. Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP. <a href="https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report">https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report</a></p>
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply base. We have a supplier diversity program that has been in place for more than 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and strategic relationships from our diversity and advocacy business partners and embrace diversity as a way of business. Our supplier diversity program is designed to develop and strengthen strategic supplier relationships with companies owned and operated by minorities, women, veterans, and small businesses. We will continue to work closely with them to explore innovative ways to increase financial viability, satisfy the rigorous quality and production requirements and continue to drive value-add solutions delivering above the desired service levels. As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2023 with the following diverse spend results: - \$288.3M with Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) - \$630.6M with Small Business Enterprises (SBE) - \$89.4M with Small Disadvantaged Business Enterprises (SDB) - \$33.3M with Veteran Business Enterprises (VBE) - \$15.8M with Historically Underutilized Business Zones (HUB Zones)"</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve. They have a strong market share in the Government Sector and knowledgeable sales professionals at the dealerships to serve the members.</p> <p>International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcewell. They have an award-winning parts distribution system as members keep units in service far longer than commercial applications do.</p> <p>Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines.</p> <p>International also has joint marketing and Sourcewell promotion through NCL Municipal Financing and a parts program tailored to Sourcewell. These features make International a strong player in the trucking industry.</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?	<p>International's base warranty covers all products on the chassis as it left our factory with parts and labor. Maintenance items or misuse of a product would not be covered. Navistar would not provide warranty on equipment installed after it has left the factory. Items like a dump body or a snow plow, would get warranty provided by the company that made the components and the facility that installed them. The International dealer can review the base and optional vehicle coverage as well as the warranty for items installed for turn key operation.</p> <p>Attached link takes you to our Warranty Landing Page "<a href="https://www.internationaltrucks.com/support/warranties">https://www.internationaltrucks.com/support/warranties</a>"</p> <p>All base warranty documents are attached to the RFP.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>International warranty documents (attached) will clarify:</p> <ol style="list-style-type: none"> <li>1. The warranty coverage document also covers restrictions of coverage, competitive with the rest of the industry, including restrictions and limitations.</li> <li>2. External influence, damage, modifications, etc.</li> <li>3. Failure due to improper use, overloading, misapplication or abuse can be denied.</li> <li>4. Failure due to not performing proper maintenance, storage, deterioration, etc.</li> <li>5. Supplier Direct warranty requirements i.e. Cummins/Allison/Dana/Meritor etc.</li> </ol>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Navistar covers warranties performed at the dealer shop and authorized locations. The one exception would involve towing coverage. If towing coverage is on the vehicle, and it has a disabling failure, it may be more cost effective for the dealer to send a tech to repair on site versus a tow.</p>
49	<p>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?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	<p>Since International Trucks are on highway vehicles, our warranty repairs are performed at the dealership or authorized service provider. Navistar prefers that Sourcewell members use International Dealers for non-warranty repairs as well. Dealers that serve remote areas have the ability to get techs and needed parts out to service those products, however the travel and labor expense getting to and from these products is not covered under warranty. If the Sourcewell member is in a remote area, please discuss the options with the selling International Dealer.</p>
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?	<p>Navistar does cover many supplier-based components through the standard warranty period. However, there are suppliers such as Cummins and Allison that require their concerns to address issues, and may require the work on the vehicle to be performed at their distributor or local facility. With the largest dealer network in North America, most dealers are set up to do extensive Cummins work and Allison maintenance work. Question on this issue can be addressed by the selling dealer.</p> <p>Supplier direct warranties may be available from the supplier subsequent to the base chassis warranty. equipment installed to the dealer, truck equipment manufacture, or aftermarket modifications center are not covered by the International warranty. These items will be warranted by manufacture that produced or installed the components or performed the work.</p>
51	What are your proposed exchange and return programs and policies?	<p>Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If the vehicle is not performing to the level expected we will engage the appropriate Field Service Manager to expedite a repair plan our expectation is to not only resolve your concern fully but to do it in a timely fashion.</p>
52	Describe any service contract options for the items included in your proposal.	<p>International offers a wide variety of service contracts and warranties that can be added to the spec of the truck when purchased or after the unit is built but not delivered. Units that are in service may also be eligible for extended warranties, but there are time limitations in place.</p> <p>Here are the categories and maximum time in months for the service contracts available on all models:</p> <p>Bumper to Bumper plans: Up to 60 months.          Extending the basic vehicle coverage: Up to 84 months.          Vocational cab warranties: Up to 120 months.          Vocational Frame warranties: Up to 120 months.          Cooling, Electrical, HVAC Axles, Starting System: Individually available up to 60 months.          Combo Plan for Engine and Aftertreatment (International Engine): Up to 84 months.          Comprehensive Engine Plans (International Engine): Up to 84 months.          Major Engine Component Engine coverage (International Engine): Up to 84 months.          Def Tank Companion Plans: Up to 72 months.</p> <p>All these plans have mileage/kilometer limits but none are tied to engine hours. In addition to International's warranties, Cummins and Allison warranties are also offered through the dealer with similar time and mileage/kilometer limits.</p> <p>Sourcewell Members Purchasing a Used Truck from International Used Truck Center or International Dealer, that do not exceed 7 years in age, will get a 1 year Engine and Aftertreatment Warranty valued at \$6000.</p> <p><b>INTERNATIONAL USED TRUCK ENGINE &amp; AFTERTREATMENT COVERAGE</b>  <b>92 VITAL ENGINE COMPONENTS COVERED   16 MAJOR AFTERTREATMENT COMPONENTS COVERED</b></p> <p>Basic Engine Components</p> <ul style="list-style-type: none"> <li>• Connecting Rod/Cap</li> <li>• Crankcase &amp; Crankshaft</li> <li>• Exhaust Manifold Assembly</li> <li>• Flywheel Housing &amp; Bearing</li> <li>• EGR Cooling &amp; Valve</li> </ul> <p>Aftertreatment</p> <ul style="list-style-type: none"> <li>• Aftertreatment Control Module</li> <li>• Sensors</li> <li>• Diesel Particulate Filter (DPF)</li> <li>• SCR Catalyst &amp; Reactor</li> <li>• DEF Injector &amp; Sensors</li> </ul> <p>Electronic Engine Components</p> <ul style="list-style-type: none"> <li>• Cold Start Components</li> <li>• Engine Sensors</li> <li>• Electronic Control Module</li> <li>• High Pressure Rail</li> </ul> <p>Cylinder Head &amp; Valve Train</p> <ul style="list-style-type: none"> <li>• Gasket &amp; Sleeve</li> <li>• Intake / Exhaust Valve</li> </ul> <p>Other Engine Components</p> <ul style="list-style-type: none"> <li>• Fuel Heater / Water Separator</li> <li>• High Pressure Fuel Injector</li> <li>• Air Compressor</li> </ul> <p>With the amount of coverage available, it is recommended that the Sourcewell member discuss their needs with the dealer sales rep to present options that best fit.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>For Sourcewell members, the International dealer will carry the unit on the books for 30 days after the unit is built and shipped to its final destination, either a Truck Equipment Manufacturer (TEM) to get a body installed, or to the dealer. Payment will take place prior to possession of the unit or upon arrival at the body company unless other arrangements have been made.</p> <p>If units are funded by NCL Government Capital, they can fund the vehicle when it arrives at the body company. For units exceeding the 30 days of terms, the dealer can add the cost of the additional terms into the price of the unit. There is a section on the Sales Summary Sheet for additional terms.</p> <p>The lead time to install equipment has grown since Covid, as have the interest rates and carrying cost. Some customers will fund the chassis portion of the purchase when it gets to the body company. This process ensures a smooth transition from purchase to operation for the customers.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	NCL Government Capital is Sourcewell Awarded Supplier that we work with for Sourcewell. They provide both leasing and financing offerings to zero or established end of term amount. If your dealer hasn't presented NCL Government Capital Options to you, please ask them to. Jake Ost is our NCL Government Capital Rep. We will include contact info and NCL overview in the RFP.
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.	<p>There are 3 key documents needed to facilitate a smooth and transparent process for all parties.</p> <ol style="list-style-type: none"> <li>1. The Sourcewell Award: This is the awarded contract in its entirety or summary form. It is reviewed on calls and in training presentations are recorded for the dealers to refer back to. It outlines the terms and conditions of Navistar's partnership with Sourcewell.</li> <li>2. Sourcewell Sales Program (Dealer Document): This document provides guidance for dealers, outlining their responsibilities and providing reference documents. It also includes contact information for Navistar's government sales team for dealers who need assistance and NCL Government Capital.</li> <li>3. Sourcewell Workbook: This is a template that dealers use to enter vehicle information. The workbook then calculates the price of the unit and generates a Sales Summary Page for the Sourcewell member making the purchase. They can easily see all parts of the transaction and that they are receiving the proper Sourcewell Discounts. Dealers can not make any changes to the template. This is where dealers would add additional equipment for turn key offerings as well as extended warranties, terms and any other cost of the sale.</li> </ol>
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?	P-Card usage and terms would be specified by the selling dealer. Generally, truck purchases are outside the scope of P-Card usage. Any fees imposed by the process would have to be added into the cost of the unit.

**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.	<p>For new trucks, International will use a flat dollar amount discount on CV models. On the rest of our product offering, we will use a discount of the total list price (Diesel Vehicles: MV,HV,HX,RH,LT) and an options only list discount on the eMV. (Electric Vehicle)</p> <p>We do not have any restrictions on what models and options are available to Sourcewell members other than emissions restrictions based on the state the vehicle will reside in. Emissions and Federally Mandated items are not price protected. Currently CARB requires additional warranty on every unit sold regardless of the manufacture. For 2024 the upcharge for CARB is \$9000 a unit, non-discountable. Bodies and equipment that are not manufactured and installed by Navistar are not price protected by Navistar. We recommend that discussion take place when the proposal is being put together.</p> <p>For vehicles that are not in stock or line-set for build, that need to be ordered, the International Dealer should not accept the Purchase Order or final Purchase Order until the unit is line-set (which is 90 days from being produced at our factory.) Units will be invoiced to the dealer at the pricing that is approved and in place with Sourcewell when it gets built. This is what we had in place from out 060920-NVS award.</p> <p>The flat discounts on the CV models are \$6000</p> <p>The list price discounts (base plus options) on diesel models go from 30.3% to 51.1% eMV has no discount on the base chassis, the options do have a 24.5% list discount.</p> <p>Units sold in Canada use US pricing and incentives the same as the US, an exchange rate is applied and locked in when the dealer submits the proposal to our Canadian Office.</p> <p>A pricing summary sheet by model family and the specifications that were used for each model are in the attachments.</p> <p>Things to keep in mind:</p> <ol style="list-style-type: none"> <li>1. The next 4 years will have a lot of regulatory changes as well as more electric offerings and component changes.</li> <li>2. There is a strong probability that engine manufactures will move up their 2027 emission into 2026.</li> <li>3. There will continue to be supplier constraints that limit and push out production</li> <li>4. There will be an emissions pre-buy starting in 2025.</li> <li>5. International Promotes Sourcewell as a way to speed up the purchase cycle to get units ordered.</li> </ol> <p>With long lead times for new trucks and the average age of a government truck is growing, we are pleased to offer a USED TRUCK Option for this contract.</p> <p>Eligible units are owned by Navistar and are in the International Used Truck Center Inventory. International typically has 2000+ units in company inventory at 14 company owned locations. These are fleet maintained and off unit leases that meet terms and conditions for operation and appearance. Pricing as advertised by Used Truck Center or Dealer.</p> <p>Navistar provides the Sourcewell member with 5 key benefits:</p> <ol style="list-style-type: none"> <li>1. Units are inspected pass DOT requirements, and are immediately available</li> <li>2. Truck that is less than 7 years old. These can be International or other makes.</li> <li>3. Sourcewell Members will receive 12 months of Major Engine Components and Aftertreatment Coverage at no additional Cost. A \$6000 Value.</li> <li>4. \$1000 Parts and Service Card</li> <li>5. Ability to create Sourced or Turn-key solution in the same fashion we use for the new products offered in this rfp.</li> </ol>



58	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Our Sourcewell Pricing uses 3 different methods:</p> <ol style="list-style-type: none"> <li>The CV515 uses a flat dollar discount of \$6000.</li> <li>The eMV Chassis has no discount on the base chassis and uses a 24.5% list price discount on the options.</li> <li>The rest of our models MV, HV, HX, RT, LT all use a list price discount on the total base and factory options.</li> </ol> <p>Discounts are listed by model below:</p> <table border="1"> <thead> <tr> <th>Model</th> <th>List Discount</th> <th>Options Only</th> </tr> </thead> <tbody> <tr> <td>eMV607</td> <td>24.5%</td> <td></td> </tr> <tr> <td>MV607</td> <td>30.3%</td> <td></td> </tr> <tr> <td>MV607 LP</td> <td>30.3%</td> <td></td> </tr> <tr> <td>HV507 4x2</td> <td>30.1%</td> <td></td> </tr> <tr> <td>HV507 4x4</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV507 6x4</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV507 6x6</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV607 4x2</td> <td>30.1%</td> <td></td> </tr> <tr> <td>HV607 4x4</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV607 6x4</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV607 6x6</td> <td>31.0%</td> <td></td> </tr> <tr> <td>HV513 4x2</td> <td>47.8%</td> <td></td> </tr> <tr> <td>HV613 4x2</td> <td>47.8%</td> <td></td> </tr> <tr> <td>HV513 6x4</td> <td>48.2%</td> <td></td> </tr> <tr> <td>HV613 6x4</td> <td>48.2%</td> <td></td> </tr> <tr> <td>HX520 /X15</td> <td>49.1%</td> <td></td> </tr> <tr> <td>HX620 6x4 S-13</td> <td>49.1%</td> <td></td> </tr> <tr> <td>HX620 6x4 X-15</td> <td>49.1%</td> <td></td> </tr> <tr> <td>RH613 4x2</td> <td>50.5%</td> <td></td> </tr> <tr> <td>RH613 6x4</td> <td>50.5%</td> <td></td> </tr> <tr> <td>RH613 6x2</td> <td>50.5%</td> <td></td> </tr> <tr> <td>LT625 4x2</td> <td>51.1%</td> <td></td> </tr> <tr> <td>LT625 6x4</td> <td>51.1%</td> <td></td> </tr> <tr> <td>LT625 6x4</td> <td>51.1%</td> <td></td> </tr> <tr> <td>LT625 6x2</td> <td>51.1%</td> <td></td> </tr> </tbody> </table> <p>List prices appear on the sales proposal, and with the Sourcewell Sales Summary Sheet, clearly shows the Sourcewell Member they are getting the proper discounts as well as all items and charges in their proposal. There are 3 files with our Sourcewell Proposal. Each has multiple proposals with corresponding Sourcewell Sales Summary Sheets. As was mentioned earlier in the proposal, units going to a CARB state will need to have \$9000 added to the proposal for the additionally required CARB warranties. Availability diesel products in CARB states is very limited. Cummins is currently the only CARB certified power choice. Please discuss availability with International Dealer. We have not included FET as Government and non-profits are usually exempt. The federal government is NOT FET exempt.</p>	Model	List Discount	Options Only	eMV607	24.5%		MV607	30.3%		MV607 LP	30.3%		HV507 4x2	30.1%		HV507 4x4	31.0%		HV507 6x4	31.0%		HV507 6x6	31.0%		HV607 4x2	30.1%		HV607 4x4	31.0%		HV607 6x4	31.0%		HV607 6x6	31.0%		HV513 4x2	47.8%		HV613 4x2	47.8%		HV513 6x4	48.2%		HV613 6x4	48.2%		HX520 /X15	49.1%		HX620 6x4 S-13	49.1%		HX620 6x4 X-15	49.1%		RH613 4x2	50.5%		RH613 6x4	50.5%		RH613 6x2	50.5%		LT625 4x2	51.1%		LT625 6x4	51.1%		LT625 6x4	51.1%		LT625 6x2	51.1%	
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59	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>International will offer the following volume incentives for New Trucks purchased:</p> <p>5-19 units will receive a \$1500 volume discount retroactive to unit 1</p> <p>20+ units will receive an additional \$1500 incentive (total \$3000) retroactive to unit 1</p> <p>These can be different truck models, they do not have to be the same but do need to be purchases un the same calendar year.</p> <p>Used Trucks do not have volume incentives.</p>																																																																														
60	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>International dealers welcome "sourced" products as a truck isn't complete without the body and equipment to do the job. The majority of our government sales are turn-key and our dealers have great relationships with the TEM's and upfitters who provide additional equipment or modifications outside of the chassis assembly process. International Dealers can also include charging stations and related equipment for Electric Vehicles, along with the installation of that equipment. These items can be added to the members proposal with a handling fee not to exceed 5% of the cost of these goods and modifications. These items and the markup is clearly disclosed on the summary sheet the dealer provides the member with the proposal. In order to facilitate greater Sourcewell synergy with , when the dealer sources a body and equipment from a Sourcewell awarded contract holding TEM, the mark up will be limited to 4%.</p>																																																																														
61	<p>Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.</p> <p>This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.</p>	<p>This is not common as our Sourcewell Sales Summary Sheet spells out any and all charges for the vehicle. Not every state or province works the same. Some states have inspection, sales tax and other legislated requirements. We do provide an area to include those items on the Sourcewell Sales Summary Sheet.</p>																																																																														
62	<p>If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.</p>	<p>Within the lower 48 and in Canada, there is a flat fee for freight. That freight fee is included in every vehicle and covers freight to a mod center, TEM/body upfitter or the selling dealership. When the unit is ordered the selling dealer puts in the shipping instructions. Once the unit is built, they moved to the Navistar contracted carrier. When you unit arrives at the destination they are to be inspected and any issues are identified before the driveway driver departs</p>																																																																														
63	<p>Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.</p>	<p>If the delivery of the vehicle is not accessible by a highway or road, and requires a ship or plane to move, those cost would need to be established with the selling dealer. That is why we like the sale and purchase to take place with the local dealer. They know how to get units to the final destination.</p> <p>Hawaii is not covered by our factory freight. Our dealer in San Diego is the dealer in Hawaii and they have the skills and resources to get the vehicles shipped.</p>																																																																														
64	<p>Describe any unique distribution and/or delivery methods or options offered in your proposal.</p>	<p>Delivery is traditionally done at the dealership for tractors or the TEM /body upfitter for units with the body installed. If the member is requesting a unique delivery requirement request that would need to be discussed and properly described and included in the pricing proposal.</p>																																																																														

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	Navistar has volume incentives and enhanced pricing actions to create winning solutions for the Sourcewell Members. We are between A and B.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	With our current Sourcewell Contract 060920-NVS we worked with Sourcewell to streamline the process. the Sourcewell Sales Summary Sheet does a great job of spelling out all the ingredients of the sale. For dealers in the US, the dealer maintains the sales files, in the event of an Audit. In Canada, we have to lock in an exchange rate for currency when the dealer does their proposal. This requires paperwork to be submitted to the regional office before it gets quoted as well as signed paperwork back to the regional office before it is ordered. We have not experienced any issues with either method. Since our Sourcewell incentive is paid as a fixed dollar amount and not a percentage of the sale, we are not reporting the total vehicle sales amount.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The best scorecard we get is from Sourcewell, showing us how we are doing versus our competitors. We want to be #1. We do track Sourcewell order and delivery progress every month in the Work Truck Business unit. It is the only customer specific metric in the deck. We solicit feedback from Sourcewell members that reach out to us for questions on the contract. We call out Sourcewell victories in a weekly summary of events. We are tracking electric vehicle opportunities as well.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	Navistar is pleased to provide Sourcewell with the following administrative fees: 1. New International branded trucks \$1500 per unit paid quarterly 2. Used Trucks \$750 per unit paid quarterly

**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.	Class 8 Chassis Our Tractor Offering: <ul style="list-style-type: none"> <li>RH Tractor (Regional Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine. Cab configurations: Daycab and Sleeper.</li> <li>LT Tractor (Long Haul) 4x2, 6x2, and 6x4 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper.</li> <li>HX Tractor (Heavy Haul) 6x4 and 8x6 axle configurations, powered by International's S13 diesel engine and Cummins X-15 diesel engine. Cab configurations: Daycab and Sleeper.</li> <li>Future Offering eRH Electric Tractor (Calendar Year 2025 &amp; 2026) 4x2 and 6x4 axle configurations, power by an electric motor with varying range capabilities. Future cab configurations: Daycab and Sleeper.</li> </ul> In our Vocational Trucks and Tractors, we offer the following: <ul style="list-style-type: none"> <li>HV 507/607 offered in the following axle configurations: 4x2, 4x4, 6x4, &amp; 6x6 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab</li> <li>HV 513/613 offered in the following axle configurations: 4x2, 6x4, 6x6, and 8x6 with International's S13 diesel engine. Cab configurations: Daycab, Extended Cab, and Crew Cab</li> <li>HX 520/620 offered in the following axle configuration's: 6x4 and 8x6 with International's S13 and Cummins X-15 diesel engines</li> </ul> Class 7 Chassis <ul style="list-style-type: none"> <li>HV 507/607 offered in the following axle configurations: 4x2, &amp; 4x4 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab</li> <li>MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab</li> </ul> Class 6 Chassis <ul style="list-style-type: none"> <li>MV 607 offered in the following axle configurations: 4x2 with Cummins B6.7 and L9 diesel engines. Cab configurations: Daycab, Extended Cab, and Crew Cab</li> <li>CV offered in the following axle configurations: 4x2 and 4x4 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab</li> </ul> Class 5 Chassis <ul style="list-style-type: none"> <li>CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab</li> </ul> Class 4 Chassis <ul style="list-style-type: none"> <li>CV offered in the following axle configurations: 4x2 with International 6.6L diesel engines. Cab configurations: Daycab and Crew Cab</li> </ul>

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>International Trucks provides a diverse lineup of vehicles designed to meet various needs. Whether you're hauling heavy loads, navigating challenging terrains, or responding to emergencies, International has a truck for the job. There are 121 applications identified in our product line. Below are some of their notable offerings:</p> <ul style="list-style-type: none"> <li>• <b>Utility Trucks:</b> These trucks are dependable and designed to keep essential services running smoothly. From electricity to gas lines, they're built to handle critical tasks.</li> <li>• <b>Concrete Mixers:</b> For construction sites, these trucks can comfortably navigate rough terrain and take command of any project.</li> <li>• <b>Construction Trucks:</b> Built to last and lead, these trucks tackle unforgiving environments, tight deadlines, and tight budgets.</li> <li>• <b>Crane Trucks:</b> Ready for tough job sites, they offer dependable power, reliable drivetrains, and ergonomic cabs.</li> <li>• <b>Dump Trucks:</b> Loading, hauling, and dumping—these trucks take a beating and come back for more.</li> <li>• <b>Fire &amp; Rescue Trucks:</b> With roomy cabs and gear space, International's emergency response vehicles lead the way when seconds count.</li> <li>• <b>Heavy Haul Trucks:</b> High torque, horsepower, and safety features make these trucks ideal for tough jobs.</li> <li>• <b>Local Delivery Trucks:</b> Fuel-efficient and maneuverable, they're more than just trucks—they're reliable partners.</li> <li>• <b>Long Haul Trucks:</b> Legendary fuel efficiency keeps more money in your pocket during those long routes.</li> <li>• <b>Pick Up and Delivery Trucks:</b> Proven reliability for getting goods delivered safely.</li> <li>• <b>Snowplow Trucks:</b> Durability, agility, and exceptional visibility for handling snow removal coupled with corrosion prevention, galvanized and stainless steel components where needed.</li> <li>• <b>Streets &amp; Sanitation Trucks:</b> From potholes to recyclables, these trucks keep your city moving</li> </ul>
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<ul style="list-style-type: none"> <li>• The HV™ models are built with double-sided galvanized steel cabs (galvaneal) for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, a stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Batteries can be in the cab for easier servicing in harsh weather and to free up rail space for mounting other components. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free. An optional single 1/2" frame rail has the strength of a double rail but is lighter in weight and eliminates the chance of inter-rail corrosion.</li> <li>• The extreme duty HX Series cab features a high-quality steel design, delivering structural and interior enhancements. The new cab includes upgrades to deliver increased corrosion resistance and endurance in rugged applications, enhancements are: • Coated steel used in toe boards and floor panel for enhanced corrosion protection • Reinforced B-Pillars for cab-mounted exhaust • Line-X coating on interior cab floor and extending ~ 2 inches up all sides for improved corrosion protection.</li> <li>• The MV models are built with double-sided galvanized steel cabs for quality fit and finish and long-term protection from corrosion. Exterior features offered include a three-piece hood, breakaway mirrors, an optional stationary chrome grille that provides excellent radiator access and allows the hood to be opened over front mounted equipment, and integrated splash panels to protect the engine compartment. Chassis components are huck-bolted, providing durability and greater clamping load than a standard grade 8 bolt. Huck bolts will not loosen and will not need to be re-torqued, meaning they are maintenance free.</li> <li>• The LT Series was designed and tested to maximize uptime and reliability. Advanced prognostics, diagnostics and monitoring are available for some systems/ components. These prognostics can anticipate possible issues and provide alerts before a problem occurs, allowing for performance of needed service and avoidance of additional downtime. Optional diagnostics provide full text messages for quick and thorough assessment of issues so that the vehicle can get back on the road again. Items such as vehicle performance and driving behavior can also be monitored via the advanced electronics offered on the LT.</li> </ul>
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>On Command Connection (OCC) is our industry-leading remote diagnostics solution supports all commercial truck makes and models* and transforms vehicle data into critical insights that help drive greater uptime and reduce total cost of ownership.</p> <p>*For most commercial vehicles powered by diesel engines, 2007 MY and later.</p> <ul style="list-style-type: none"> <li>• <b>Fault Code Action Plans</b> guide service technicians through every part and step of service required to address health issues and get your truck on the road.</li> <li>• <b>Vehicle Health Reports</b> are comprehensive health reports with links to critical vehicle performance and trip data, vehicle service history, open campaigns, active fault codes, and much more.</li> <li>• <b>GPS mapping</b> with nearby service centers, hotels, and more.</li> <li>• <b>Identifies dealer on-hand inventory</b> of needed parts.</li> </ul> <p>International 360 (i360) is our industry-leading service communications tool designed to accelerate the repair process, streamline communications with your dealer service center, and drive greater uptime.</p> <ul style="list-style-type: none"> <li>• Complete service information at your fingertips:</li> <li>• Seamless communications with dealers and up-to-date repair status</li> <li>• Complete VIN-based information: asset specs, complete parts catalog, remote health data, and more</li> <li>• Online service request initiation and estimate approvals.</li> <li>• Complete service history, up-to-date campaign information, and engine calibration status - Integration with parts inventory systems shows which dealer locations have the parts you need on the shelf now.</li> </ul>

**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 checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	<p>The International CV515 is a versatile commercial truck model with several notable attributes and features:</p> <p><b>Engine:</b> It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque.</p> <p><b>Versatility:</b> The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options<sup>1</sup>. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements</p> <p><b>Interior and Comfort:</b> The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning.</p> <p><b>Safety:</b> It includes Anti-Lock Brakes with Traction Control.</p> <p><b>Fuel Capacity:</b> It has a 40-gallon fuel tank.</p> <p><b>Support:</b> The CV Series is supported by the largest commercial dealer network in the industry.</p>

75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	<p>The International CV515 is a versatile commercial truck model with several notable attributes and features:</p> <p>Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque.</p> <p>Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options<sup>1</sup>. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements</p> <p>Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning.</p> <p>Safety: It includes Anti-Lock Brakes with Traction Control.</p> <p>Fuel Capacity: It has a 40-gallon fuel tank.</p> <p>Support: The CV Series is supported by the largest commercial dealer network in the industry.</p>
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	<p>The International CV515 is a versatile commercial truck model with several notable attributes and features:</p> <p>Engine: It is powered by the International 6.6L V8 turbocharged diesel engine capable of producing 350 hp and 700 lb.-ft. of reliable torque.</p> <p>Versatility: The CV515 model is designed for upfitting, with a straight frame and a wide range of wheelbase options<sup>1</sup>. It's ready to accept nearly any body — from dump, ambulance, snow plow and tow to refrigerator, utility, roll-back and more — without any special modifications and reinforcements</p> <p>Interior and Comfort: The truck features 3 Passenger seating, Power Windows/Locks/Mirrors, an AM/FM Stereo with Bluetooth capability, Cruise Control, and Air Conditioning.</p> <p>Safety: It includes Anti-Lock Brakes with Traction Control.</p> <p>Fuel Capacity: It has a 40-gallon fuel tank.</p> <p>Support: The CV Series is supported by the largest commercial dealer network in the industry.</p>
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	<p>The International MV Series is a versatile and reliable medium-duty truck with several notable features and benefits:</p> <p>Engine: The MV Series is powered by Cummins B6.7 or L9 engines<sup>1</sup>.</p> <p>Versatility: The MV Series is designed with multiple functional and visual features focusing on fuel efficiency, upfitter accessibility, and driver comfort<sup>2</sup>. It offers virtually limitless upfit possibilities.</p> <p>Safety: The MV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®. These active safety features can help drivers reach their destinations safely.</p> <p>Driver Comfort: The MV Series features a Driver First™ interior. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down.</p> <p>Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department<sup>1</sup>. The InterCoat® ChemGuard-coated floor panels with the optional LINE-X® coated interior floor can help defend against corrosive environments.</p> <p>Integration: The MV® Series is equipped with the Diamond Logic electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver.</p> <p>Configuration: The MV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration.</p> <p>GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International MV varies depending on the specific configuration, ranging from 20,000 to 54,600 lbs.</p> <p>These features make the International MV Series an excellent choice for a wide range of applications, including delivery, dump truck, landscaping, towing, utility, and snow plow</p>

78	Class 8 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Internal Combustion Engine fuel types (ICE)	<p>The International HV Series is a heavy-duty vocational truck with several notable features and attributes:</p> <p>Engine: The HV Series is powered by Cummins B6.7 or L9 engines<sup>1</sup>.</p> <p>Versatility: The HV Series is designed with multiple functional and visual features focusing on fuel efficiency, driver comfort, and the versatility to meet the most demanding of vocational applications<sup>2</sup>.</p> <p>Safety: The HV Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®.</p> <p>Driver Comfort: The HV Series features a Driver First™ interior<sup>1</sup>. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down.</p> <p>Uptime: Engine maintenance intervals are aligned and extended for fewer trips to the service department.</p> <p>Integration: The HV™ Series is equipped with the Diamond Logic® electrical system which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver.</p> <p>Configuration: The HV Series offers a range of configurations, including different cab options (Day Cab, Extended Cab, Crew Cab), wheelbase options, and a 4x2 or 6x4 axle configuration.</p> <p>GVWR Range: The Gross Vehicle Weight Rating (GVWR) of the International HV varies depending on the specific configuration, ranging from 51,000 to 73,000 lbs.</p> <p>These features make the International HV Series an excellent choice for a wide range of applications, including concrete, construction, municipal, and utility.</p> <p>The International HX Series is a heavy-duty vocational truck with several notable features and attributes:</p> <p>Engine: The HX Series is powered by the revolutionary International® S13 Integrated Powertrain, which includes the International® S13 Engine, International® T14 Transmission, and Dual Stage Aftertreatment system.</p> <p>Versatility: The HX Series is designed with features engineered to provide superior maneuverability and unrivaled driver visibility<sup>2</sup>. It's built to endure, thrive, and dominate, making it the go-to option for the most demanding applications.</p> <p>Safety: The HX Series is equipped with optional safety features like Bendix® Wingman Fusion, and Bendix™ BlindSpotter®.</p> <p>Driver Comfort: The HX Series features a Driver First™ interior<sup>1</sup>. The new stalk shifter allows drivers to shift and apply the Jacobs brake without looking down.</p> <p>Uptime: Over 100 years' experience building vocational trucks has resulted in a truck designed to be on the road and at the worksite, not in the service bay.</p> <p>Integration: The HX™ Series is equipped with the Diamond Logic® Electrical System which provides the ability to customize to suit specific application needs, streamline the body installation process and add convenience for the driver.</p> <p>Configuration: All HX® Series models are available in the following cab options: Day Cab, Sleeper Cab. It also offers automated manual, automatic, and manual transmission options.</p> <p>Applications: The HX Series is built to carry the load in various applications such as concrete, construction, heavy haul, and heavy wrecker.</p> <p>These features make the International HX Series an excellent choice for a wide range of applications.</p> <p>The International LT Series is a heavy-duty truck with several notable features and attributes:</p> <p>Engine: The LT Series is powered by either the International® A26 engine or the Cummins® X15 engine<sup>12</sup>.</p> <p>Fuel Efficiency: The LT Series equipped with the revolutionary International® S13 Integrated Powertrain may see up to a 15%* gain in fuel economy over the first-generation International® A262.</p> <p>Safety: Standard Bendix® Wingman® Fusion™ Collision Mitigation System and Predictive Cruise Control for greater fuel efficiency and lower operating costs.</p> <p>Transmission: Available Eaton Endurant™ transmission delivers best-in-class service intervals, smooth shifting, and lightweight design<sup>12</sup>.</p> <p>Cab Options: All LT Series models are available in the following cab options: Day Cab, 56" High-Rise Sleeper.</p> <p>GVWR: The Gross Vehicle Weight Rating (GVWR) of the International LT varies from 32,000 to 96,000 lbs<sup>3</sup>.</p> <p>Axle Configurations: The LT Series offers 4x2, 6x4, and 6x2 axle configurations.</p> <p>Brakes: The LT Series is equipped with Air Drum Brakes with ABS with Optional Automatic Traction Control and Electronic Stability Control.</p> <p>These features make the International LT Series an excellent choice for a wide range of applications<sup>2</sup>. Please note that actual customer results may vary due to various factors, including but not limited to, truck specifications, weight of the vehicle, predictive features, environmental conditions, etc</p>
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79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	<p>When you need a new truck, but can't wait 2 years to get one, a Certified Used Truck can fill that need. International has 16 Company owned locations and 696 dealer locations that can sell this product. These units are fleet maintained and recent off rental, off lease trucks that are available immediately. As with our new chassis, these units can get bodies and equipment added to them using the same turn key process was created for new trucks.</p> <p>There are 240 TEM's that are part of the International Diamond Partner Program making body installation and upfitting easier.</p> <p>Diamond Logic Electrical System as described earlier in the RFP provides Plug and Play capabilities for the TEM while providing hundreds of safety and time saving features for the end operator of the Truck.</p> <p>On Command Connection, a telematic system that comes standard with every MV, HV, HX, RH and LT. Allows fleet managers to track vehicle systems with app on their phone displaying health history of the vehicle and interacting with dealer and fleet to minimize down time and maximize operation.</p> <p>International also holds a Parts Contract with Sourcewell and an IC Bus Contract with Sourcewell.</p> <p>Fleet Charge allows Sourcewell members to get great discounts, consolidated billing, 30 days terms and access to many special parts programs that are no charge. All a member has to do is sign up for Fleet Charge.</p>
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**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	Not Available at this time
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not Available at this time
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Not available at this time
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>The International eMV Series is an electric commercial truck with several notable features and attributes:</p> <p>Range: The eMV has a typical range of 135 miles.</p> <p>Power: The peak power of the eMV is 342hp, provided by a 210 kWh Lithium Iron Phosphate (LFP) battery.</p> <p>Regenerative Braking: The eMV features 3 levels of regenerative braking.</p> <p>Acceleration: The acceleration of the eMV is equal to or better than diesel.</p> <p>Battery Thermal Management System (BTMS): The eMV uses a standard red coolant for its BTMS.</p> <p>Maintenance: The eMV requires lower maintenance compared to diesel.</p> <p>Charging Solutions: Turn-key charging solutions are available from the International Zero Emissions Team.</p> <p>These features make the International eMV Series an excellent choice for a wide range of applications. Please note that actual range is based on environmental conditions, driving behaviors, diminishing loads, and maximum use of regenerative braking.</p>
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are putting a place holder here for future Tractor and Severe Duty Truck.
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Purchasing an electric commercial vehicle begins with making sure you have enough power at your facility to charge the unit. International has consultants that work with the local dealer to get you started on the right path. International also has a team of people who work on grants and funding for electric vehicles to make your transition easier. Our application engineers and Diamond Logic team are also there to help the TEM upfit the truck. We offer In-Charge branded Charging Stations in our price pages and have a partnership with the Quanta, the largest utility construction company in North America, to help Sourcewell members get proper power to the property and connect charging stations. With CARB and EPA requirements, it is estimated that 50% of commercial trucks and buses will be electric by 2030. With a \$1 Billion EPA Clean Truck Program launching after this RFP, what better time to start EV Journey.</p>

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

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

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

**Documents**

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

- 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 Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Navistar Sourcewell RFP Sales Proposals 3.27.24.pdf - Wednesday March 27, 2024 17:33:16
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Marketing Sourcewell 3.24.pdf - Thursday March 28, 2024 08:26:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell New Truck Warranty info and Used Truck Warranty 032824 Navistar.pdf - Thursday March 28, 2024 11:07:24
- [Standard Transaction Document Samples](#) - Sourcewell 032824 International Truck Specs and Sourcewell Sales Summary Sheets 3.28.24.pdf - Thursday March 28, 2024 09:57:35
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Navistar EV Dealers and Map of Sales and Service Locations as of 3.24.pdf - Thursday March 28, 2024 09:04:20

**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. - Bob Mann, Vice President, Government Sales and Diamond Logic Builder, Navistar, Inc

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

Yes  No

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

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



File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824</b> Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824</b> Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824</b> Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1