



## **Solicitation Number: RFP #102623**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and IC Bus, LLC, 2701 Navistar Dr., 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 School Buses with Related Accessories, Supplies, Parts, and Services from which Supplier was awarded a contract.

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

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

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

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

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

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

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

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

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

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

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

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

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

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

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *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

IC Bus, LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 12/13/2023 | 9:35 PM CST

DocuSigned by:  
*Alec Borrer*  
By: F4C6D3891EED4C2...  
Alec Borrer  
Title: Sales Director, IC Bus  
Date: 12/13/2023 | 7:22 PM CST

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 12/14/2023 | 6:58 AM CST

# RFP 102623 - School Buses with Related Accessories, Supplies, Parts, and Services

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## Vendor Details

Company Name: IC Bus  
Does your company conduct business under any other name? If yes, please state: IL  
Address: 2701 Navistar Dr  
Lisle, IL 60532  
Contact: Alec Borrer  
Email: alec.borrer@navistar.com  
Phone: 847-313-1544  
Fax: 847-313-1544  
HST#:

## Submission Details

Created On: Monday September 11, 2023 16:23:09  
Submitted On: Thursday October 26, 2023 14:53:23  
Submitted By: Alec Borrer  
Email: alec.borrer@navistar.com  
Transaction #: 4a3068fb-81ac-4b10-877d-43c851b71523  
Submitter's IP Address: 136.226.80.205

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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")	IC Bus, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Navistar, Inc; IC Bus; IC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8
5	Proposer Physical Address:	2701 Navistar Dr. Lisle, IL 60532
6	Proposer website address (or addresses):	www.ICBus.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):	Alec Borrer Sales Director, IC Bus 2701 Navistar Dr. Lisle, IL 60532 331-332-4037
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alec Borrer Sales Director, IC Bus 2701 Navistar Dr. Lisle, IL 60532 331-332-4037
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ryan Kauffman Vice President Sales, IC Bus 2701 Navistar Dr. Lisle, IL 60532 ryan.kauffman@navistar.com

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>IC Bus, LLC is a wholly owned subsidiary of Navistar, Inc. and is the school bus arm of Navistar. For purposes of this document, the terms IC BUS LLC, IC Bus, or simply IC may be used interchangeably. Navistar and under its previous corporate name, International Harvester Company, had produced school buses beginning in the early 1900's. Navistar itself has roots back to Cyrus McCormick and the invention of the mechanical reaping machine in 1831. The key piece of agricultural equipment allowed expansion into more pieces of farm equipment and industrial growth throughout the 1800's.</p> <p>As the 20th Century dawned McCormick merged with other farm equipment manufacturers to form the International Harvester Company headquartered in Chicago, IL. Quickly they saw the need for further expansion and market need developing the International branded truck, including school buses. In more modern history, the farm equipment business was sold, and Navistar was chosen for the new corporate name which focused on trucks, buses, and engines.</p> <p>On July 31, 2021, Traton, Volkswagen AG's commercial truck division, closed on its merger with Navistar International. With this merger, Navistar joined Traton brands Sania, MAN, and Volkswagen Caminhoes e Onibusbrands to create one of the world's largest truck manufactures. Navistar is now a wholly owned entity within the Traton group of brands owned by Volkswagen.</p> <p>There are many things IC Bus is doing to continue to be a leader in the market. These include On Command Connection (OCC) that takes signals from the vehicle and allows users to see and monitor their fleet via Health reports detailing potential service and maintenance issues. IC Bus launched a brand new NextGen bus in July of 2023 with a focus on safety enhancements, all new front-end body, and a driver first interior. Additionally, we have a strong presence in the BEV market with our electric bus. The launch of the NextGen Electric Bus is planned for 2024.</p> <p>Navistar's mission statement is to become leaders in sustainable transportation and the Company goals outline a strategy that 50% of vehicles sold by 2030 will be Electric and 100% by 2035.</p> <p>Additional details around Navistar and our partnership with Traton can be found at our investor relations website <a href="https://ir.navistar.com/investor-home/default.aspx">https://ir.navistar.com/investor-home/default.aspx</a></p>	*
11	What are your company's expectations in the event of an award?	IC Bus expectations are to be the preferred supplier for school buses within the Sourcewell network. We have had a breakthrough in Dealer engagement within Sourcewell over the past few years and will continue to build on that to make this award successful.	*
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>IC Bus is a wholly owned subsidiary of Navistar, Inc. As of July 1, 2021, Navistar merged and became a wholly owned subsidiary of Traton E, and therefore part of the Traton Group. All financial information of Navistar is reported through Traton, which is a publicly traded on the Frankfurt and Stockholm stock exchange.</p> <p>For FY 2022, Traton reported over \$40 billion in total revenues and over 100,000 employees worldwide. The most recent 2022 annual report and 2023 half year financial report is attached as supporting documents, and further financial information can be found at the Traton investor relations website <a href="https://ir.traton.com/en/">https://ir.traton.com/en/</a>.</p> <p>Bond rating can be found at: <a href="https://ir.traton.com/en/rating/">https://ir.traton.com/en/rating/</a></p>	*
13	What is your US market share for the solutions that you are proposing?	IC Bus had 40% total US market share in 2022.	*
14	What is your Canadian market share for the solutions that you are proposing?	IC Bus had 34% Total Canadian market share in 2022.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>IC Bus and its parent company Navistar is a Truck and Bus manufacturer. We distribute our Trucks and Buses through our Dealer network who would be the Member selling point.</p> <p>IC Bus Dealers are independently owned and operated. they operate with a Sales and Service agreement administered by Navistar. The agreement sets forth standards and conditions that they agree to operate within. Sales representatives of the dealerships are employees of the dealership and hold all necessary licenses required by local authorities.</p> <p>IC bus employs Regional Sales Managers to work with the dealers in a state of continuous improvement to augment the dealer capability.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>State and Local governments regulate our dealer businesses and their legal ability to go to market. Navistar requires the IC bus dealer to meet these requirements in order to sell buses within their defined territory.</p> <p>All IC Bus dealerships hold the required licenses and requirements to conduct business.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Traton, Navistar, and IC Bus has not been subject to "Suspension and Debarment" in the past 10 years.</p>	*

**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>IC Bus recognized Cumberland CEO Terry Minor as the 2022 IC Bus Dealer of the Year. Every year, IC Bus awards one dealer for their top performance, leadership within the industry and support of their surrounding communities.</p> <p>Supporting both International Truck and IC Bus school bus customers, Cumberland was founded in 2007 by Minor and named after the Cumberland River that runs through downtown Nashville, Tenn. With ten locations in Florida and Tennessee, Cumberland operates around its core values of honor, readiness, victory and loyalty. The dealership promises customers access to the latest technologies, continuous improvement and flawless business execution.</p> <p>ISO 14001 Compliant:</p> <p>Tulsa, OK Bus Plant</p> <p>ISO 9001 2015 Certification:</p> <p>Lisle IL- Navistar Inc. World Headquarters</p> <p>Navistar achieved US Dept of Energy Better Buildings award in 2019</p> <p>Navistar's company vision is to accelerate the impact of sustainable mobility. Navistar Sustainability report in attachments.</p>																																		
20	What percentage of your sales are to the governmental sector in the past three years	<p>2020-73%</p> <p>2021- 70%</p> <p>2022- 67%</p>																																		
21	What percentage of your sales are to the education sector in the past three years	<p>2020- 98%</p> <p>2021- 98%</p> <p>2022- 98%</p>																																		
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>The following list of all states where our dealers participate in either a state bid or consortium.</p> <p>Listed are our annual unit averages for the 3 year period 2020-2022</p> <table border="1" data-bbox="638 1073 865 1493"> <thead> <tr> <th>State</th> <th>Avg per year</th> </tr> </thead> <tbody> <tr><td>FL</td><td>365</td></tr> <tr><td>GA</td><td>223</td></tr> <tr><td>IN</td><td>204</td></tr> <tr><td>KS</td><td>33</td></tr> <tr><td>KY</td><td>213</td></tr> <tr><td>MI</td><td>331</td></tr> <tr><td>MN</td><td>152</td></tr> <tr><td>MS</td><td>199</td></tr> <tr><td>NC</td><td>130</td></tr> <tr><td>NY</td><td>735</td></tr> <tr><td>OH</td><td>512</td></tr> <tr><td>SC</td><td>7</td></tr> <tr><td>UT</td><td>64</td></tr> <tr><td>VA</td><td>300</td></tr> <tr><td>WA</td><td>67</td></tr> <tr><td>WV</td><td>72</td></tr> </tbody> </table>	State	Avg per year	FL	365	GA	223	IN	204	KS	33	KY	213	MI	331	MN	152	MS	199	NC	130	NY	735	OH	512	SC	7	UT	64	VA	300	WA	67	WV	72
State	Avg per year																																			
FL	365																																			
GA	223																																			
IN	204																																			
KS	33																																			
KY	213																																			
MI	331																																			
MN	152																																			
MS	199																																			
NC	130																																			
NY	735																																			
OH	512																																			
SC	7																																			
UT	64																																			
VA	300																																			
WA	67																																			
WV	72																																			
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>Our MD dealer, K. Neal International is the GSA Contractor for IC Bus.</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 *	
Putnam County Bus Garage 515 East Veterans Dr Cookeville, TN	Ron Chaffin Director of Transportation	931-510-4242	*
Bledsoe County School 244 Sequatchie Rd Pikeville, TN 37367	Brian Turner Director of Transportation	423-447-2945	*
Cypress Fairbanks ISD 21330 W Campus Dr Cypress, TX 77433	Dr. Kayne M. Smith Director of Transportation	346-205-8434	*

**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 *	
Confidential	Education	Texas - TX	School Buses	455 units	Confidential	*
Confidential	Education	Maryland - MD	School Buses	321 units	Confidential	*
Confidential	Education	Texas - TX	School Buses	284 units	Confidential	*
Confidential	Education	Virginia - VA	School Buses	256 units	Confidential	*
Confidential	Education	Florida - FL	School Buses	139 units	Confidential	*

**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.	IC Bus has its own dedicated assembly plant in Tulsa, OK where all IC buses are manufactured. IC Bus also employs its own engineers, sales and management team. Additionally, IC Bus has a sales team of over 10 individuals who have specific functions that cover National Accounts, ICE sales, EV sales, and grant writing. The sales team helps facilitate with our dealer network and are available to work with Sourcewell Members.	*
27	Dealer network or other distribution methods.	The IC Bus dealer network spans across every US State and Canadian Province with over 150 physical locations. Our strong dealer network comprises of an extensive sales and service team that is best in class in the industry.  This capability is enhanced by the wider Navistar dealer network which includes 720 locations, 8,474 technicians, and 7,668 service bays available to work on all international products, including IC Bus.	*
28	Service force.	IC Bus has a field service team that exists within the larger service organization responsible for dealer performance, customer satisfaction, and customer fitness. As service issues arise, this team ensures best in class service is provided to our dealer network and end customers.  Our internal IC Bus service team is enhanced by having the largest dealer network available across both IC Bus and International Truck Dealerships. All of these combined 720+ Navistar dealer locations can provide service work for our end customers.	*



29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The IC Bus Dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a member the dealer will assist them in becoming one.</p> <p>Once the member has determined the specifications of the bus, the IC Bus Dealer will price the bus using the Sourcewell IC Bus workbook developed for this contract.</p> <p>It assures the Member obtains the bus priced properly as prescribed in the contract and provides an easy to read template laying out prices and discounts.</p> <p>The IC Bus dealer will submit the information to our Finance Team who provides them an authorized number. Upon receipt of the Member PO, the selling dealer sends the workbook and the PO and sends the order to the factory.</p> <p>The selling dealer will receive a job number and VIN. The unit will be identified by a special feature code so they can easily be tracked in the system. If purchased from stock, the authorization number will be utilized for tracking purposes.</p> <p>Order to build timing will vary based on seasonality and is generally in the 120-150 day timeline, but this can vary widely based on supplier shortages on specific options.</p>	*
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.	<p>Customer service is provided by our Dealer network, who handles all direct relationships with our end customers. Navistar implements a system names Diamond Edge with our dealers to measure performance and key operations that impact a dealerships overall performance score.</p> <p>Diamond Edge includes the following components and metrics to measure success:</p> <ol style="list-style-type: none"> <li>1. Diamond Edge Certification, which allows customers to experience faster service, immediate parts availability, and a higher level of servicing expertise.</li> <li>2. Technician education and certification</li> <li>3. Vehicle write up within 15 minutes</li> <li>4. Vehicle diagnosed and communicated back to the customer with 2 hours</li> <li>5. Predictive parts stocking logic to ensure parts are on the shelf for unplanned service events</li> <li>6. Velocity metrics to ensure for repairs to be completed within 24/48 hours of arrival at a dealership</li> </ol>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	IC Bus school buses are readily available and supported in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	IC Bus school buses are readily available and supported in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	IC Bus will not be including Puerto Rico, the Pacific US Territories, or the US Virgin Islands.	*
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?	IC Bus will serve all Sourcewell Members within the 48 contiguous United States, plus the US States of Hawaii and Alaska, and the Canadian Provinces and Territories.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No restrictions for Hawaii and Alaska.</p> <p>IC Bus does not have representation in Puerto Rico or the US territories and would preclude any Members in those areas.</p>	*

**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>We plan to continue to actively market our Sourcewell partnership on Social Media, through traditional media, as well as during dealer and customer communications. This includes education on the Sourcewell partnership during trade shows, dealer town halls, as well as from our sales staff actively promoting during dealer and customer visits.</p> <p>In addition, after the award of a new contract we will:</p> <ol style="list-style-type: none"> <li>1) Issue a press release upon notification of the award</li> <li>2) This will generate new interest from our dealer network, we will host a dealer webinar to re-introduce dealers who may be less familiar with Sourcewell</li> <li>3) Sourcewell banners and materials are a staple at our trade shows and regional events</li> <li>4) After webinar, dealers will be provided a list of all customers in their territory who are Sourcewell members</li> <li>5) Our internal sales team will be tasked with following up with dealers to select customers to target</li> <li>6) Sourcewell will be included at future sales training events</li> <li>7) Selected sales staff will be tasked with further engagement with Sourcewell based on dealers who are not currently active with the program</li> <li>8) IC Bus will participate in Sourcewell sponsored events in order to support Sourcewell and continue to find ways to be further engaged with the program</li> <li>9) A dealer communication letter will be sent to all dealers to re-introduce the program and process details</li> <li>10) Further collaboration with Sourcewell to find ways to continue to work with our dealers to further engage their future participation in the program</li> </ol>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>IC Bus currently has a landing page for Sourcewell information within the IC Bus website which we periodically include as a reminder in our weekly newsletters to the dealer network.</p> <p>Landing Page can be found at : <a href="https://www.icbus.com/sourcewell">https://www.icbus.com/sourcewell</a></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 will continue to collaborate with Sourcewell to establish best practices in promoting contracts from this award. Working together to better understanding what is working on the Sourcewell side combined with continuing to understand the IC Bus sales process will be key in continued promotion.</p> <p>Sourcewell will have access to the sales team as well as the dealer network. The program will be promoted by all sales members at IC Bus. Every dealer should understand the benefits of the program and understand how to identify a customer that is a good fit to use the program. We have seen some dealers integrate Sourcewell as a standard within the sales process, and we will look to replicate that process across the 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>IC Buses are not available through an e-procurement process. Members will need to work directly with their selling dealer to better understand the process at the dealer level. Our dealer network is sophisticated in facilitating customer needs including doing business electronically to meet customer needs.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Product training is available to customers, specific around our new Electric Bus. Upon delivery of a unit, our internal sales team or dealer personnel will set up a training session with the customer including their drivers, maintenance staff, and first responders in the area. The goal of this training is the educate anyone who may interact with the electric vehicle an understanding of the vehicle and being comfortable with the vehicle.</p> <p>Service training is not standard or included with the product for either ICE or the EV Bus. The intent is that any warranty repairs should be done through the local dealership service team in order to minimize customer impact.</p> <p>IC Bus hosts IC University, a weeklong training conducted at our plant and related facilities. IC holds multiple sessions of IC University throughout the summer in order to facilitate customer schedules. IC University is widely appreciated across the customer network.</p> <p>IC Bus offers many tools that inform a user of vehicle health and can inform users on vehicle health and fault codes. IC also utilizes IC 360 which allows customers to communicate with their local dealer on service being done in the shop. IC 360 allows customers to see live updates on what service is being performed on the vehicle and provide feedback directly to the delaer.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>In July 2023, IC Bus released it's Next Generation vehicle which includes many technological advances. The focus of the Next Gen bus was around the safety of the vehicle as well as driver first, ensuring drivers have all the tools they need for a safe and comfortable ride.</p> <p>Some of the technological advances include:</p> <p>Safety:</p> <ul style="list-style-type: none"> <li>- Bendix® Intellipark® electronic parking brake standard (on air brake units)</li> <li>- Bendix® Wingman® Advanced™ Safety Package (air brake units) – including active braking capabilities for collision avoidance, following distance alerts, adaptive cruise and more</li> <li>- No Student Left Behind child monitoring system</li> <li>- Single-panel glass on entrance door for improved driver visibility</li> <li>- Entrance doors integrated into dash cluster, providing 'Door Ajar' warning if bus reaches certain speed prior to door being fully closed</li> <li>- Daytime running headlights with automatic twilight sensor</li> <li>- Electronic stability control</li> <li>- Enhanced Visibility</li> <li>- Designed with Drivers in mind</li> </ul> <p>Technology</p> <ul style="list-style-type: none"> <li>- All buses are equipped with OnCommand Connection, which allows 24/7 access and visibility to real time vehicle diagnostic and predictive maintenance tools. It also allows visibility to current vehicle location and route history, as well as provides driver monitoring.</li> </ul> <p>A full breakdown of the NextGen bus can be found at :  <a href="https://www.icbus.com/buses/school/ceseries">https://www.icbus.com/buses/school/ceseries</a></p> <p>Spec sheets for both the Diesel CE Series and Electric CE Series are available in the attachments.</p>

42	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>IC Bus always puts safety first, as the children we transport are the most precious cargo. We continue to make strides in increasing the safety of our vehicle, and have done that with our NextGen bus launched in July 2023.</p> <p>Safety Features Include:</p> <ul style="list-style-type: none"> <li>- Bendix® Intellipark® electronic parking brake standard (on air brake units)</li> <li>- Bendix® Wingman® Advanced™ Safety Package (air brake units) – including active braking capabilities for collision avoidance, following distance alerts, adaptive cruise and more</li> <li>- No Student Left Behind child monitoring system</li> <li>- Single-panel glass on entrance door for improved driver visibility</li> <li>- Entrance doors integrated into dash cluster, providing 'Door Ajar' warning if bus reaches certain speed prior to door being fully closed</li> <li>- Daytime running headlights with automatic twilight sensor</li> <li>- Electronic stability control</li> <li>- Enhanced Visibility</li> </ul> <p>Additionally, durable construction of the bus is key to safety. Some key features include:</p> <ul style="list-style-type: none"> <li>- 16-gauge steel body and interior panels for longevity and structural integrity</li> <li>- 14-gauge steel threaded body bows with continuous runners connecting all roof bows for ruggedness and superior strength</li> <li>- Stamped parts used wherever possible during construction provides increased strength and tighter tolerances</li> <li>- Meets or exceeds FMVSS/CMVSS</li> </ul> <p>A full list of safety features and innovations can be found at:  <a href="https://www.icbus.com/buses/school/ceseries">https://www.icbus.com/buses/school/ceseries</a></p>
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43	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>Navistar's mission statement is to 'accelerate the impact of sustainable mobility.' Our Tulsa Bus Plant facility is ISO 14001 Certified.</p> <p>IC Bus and Navistar have many green initiatives including the following:</p> <ul style="list-style-type: none"> <li>- Path to zero emissions. We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 for the US market.</li> <li>- Decarbonization. Navistar's decarbonization effort to move away from product fossil fuels began 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</li> </ul> <p>Energy Usage - Electrical energy usage, therefore, continues to be a key area of focus. Our production increased by 32% in 2022, yet the purchased utility energy used by our facilities increased only slightly, less than 2% over 2021; evidence of the energy efficiency gains and reduction of wasted energy in our operations</p> <p>Circular Business - Circularity not only saves raw resources from being used in the production of a new product, but uses less energy, causes less emissions and creates less waste than a new product. Navistar is early in its journey toward a circular business model but is committed to moving in that direction.</p> <p>Remanufacturing - The energy and emissions impacts of a remanufactured vehicle part can be on average as low as 35% compared with a new part and the waste impacts can be less than 10% compared with a new vehicle part according to a 2018 United Nations Environment Program report.<sup>1</sup></p> <p>As a result, remanufacturing can have a significant impact. Navistar sells and distributes remanufactured parts under the ReNEWed® and Fleetrite® brands, with approximately 3,000 different parts regularly remanufactured.</p> <p>Recycle - 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 the COVID-19 pandemic affecting waste segregation and recycling. We have programs to recycle cardboard, pallets and other packaging material. We aim to shape the circular economy, continuously improve toward our goal of a 75% recycling rate, and create a less resource-intensive company.</p> <p>Conserving Water Resources - In 2022, we used 0.51 million cubic meters of water in our operations, a 9.1% increase from 0.47 million cubic meters in 2021. 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 use per vehicle decreased due to improved efficiency at higher production levels.</p> <p>Environmental Compliance - Environmental compliance remains a baseline value for us. Our manufacturing facilities are certified by outside auditors to comply with the ISO 14001 environmental management system standard, except for the new San Antonio plant, which is planned to achieve certification in 2024.</p> <p>Further details on each of these initiatives can be found in the attached Navistar 2022 Sustainability Report.</p>
44	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 does not have any third-party eco-labels beyond ESEPA compliance on all vehicles and engines manufactured.</p>

<p>45</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Navistar and IC Bus are committed to diversity both internally within our workforce and externally with our supply base. We have a supplier diversity program that has been in place for 40 years to bring awareness and emphasis to our business practices. We continue to grow our commitment and purchases from our diversity 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 by minorities, women, veterans, and small businesses.</p> <p>As a result of our efforts to sustain a robust and diverse supplier base, Navistar finished 2022 having spent:                  ~\$266.4 million on purchases from Minority Business Enterprises (MBE) and Women Business Enterprises (WBE)                  ~\$608 million with Small Business Enterprises (SBE)                  ~\$25 million Veteran Business Enterprises (VBE)                  ~\$78.7 million – Small Disadvantaged Business Enterprises                  ~\$12 million with enterprises in Historically Underutilized Business Zones (HUB)</p> <p>Further details can be found in our attached 2022 Sustainability report.</p>
<p>46</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>IC Bus has the largest school bus dealer network in the US and Canada to sell and service the buses we build and sell to our customers and Sourcewell Members. The Dealer network is important for Sourcewell Members because it allows Members to have access to service and parts as needed.</p> <p>Additionally, our Next Generation bus leads the industry in both safety and technology, while also creating a driver first environment.</p> <p>Navistar and IC Bus have a bold vision to accelerate the impact of sustainable mobility and both short term and long term goals to meet that vision outlined in this RFP.</p> <p>Additional information can be found in the attached 2022 Sustainability Report.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>IC Bus base warranty covers all products, parts, and labor, less maintenance, parts and/or abuse for the first 12 months of service.</p> <p>Many components, especially key components such as engines, transmissions, frame rails, axles, and seat frames and foams have significantly longer warranty periods.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The IC Warranty document (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 restrictions and limitations.</li> <li>2. External influence, damage, modifications, etc.</li> <li>3. Failure due to improper use, misapplication or abuse could be denied.</li> <li>4. Failure to improper maintenance, storage, deterioration, etc.</li> <li>5. Supplier Direct warranty requirements i.e. Cummins/Allison etc.</li> </ol>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>1. On road vehicles that are still under towing coverage have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to a dealer, we will reimburse for the road call in lieu of the tow expense. This is not covered under the standard warranty period.</p>
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>All 50 US States and the Canadian Provinces and Territories are included for coverage.</p>
51	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, as indicated above there are a few suppliers such as Cummins / Allison that require their concerns to return to their distributors for repair and warranty.</p> <p>Additionally, supplier direct warranties may be available from the supplier subsequent to the 12 month IC Bus warranty.</p> <p>Equipment installed at the dealer, or an aftermarket modification center are not covered by the IC Bus warranty. These items would be warranted by the selling dealer and / or the aftermarket modification center itself.</p>
52	What are your proposed exchange and return programs and policies?	<p>Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Manger to expedite a repair plan. Our expectation is to not only resolve your concern fully but do it in a timely fashion.</p>
53	Describe any service contract options for the items included in your proposal.	<p>IC Bus offers many extended service contracts including:</p> <p>Towing @ \$550 per incident Towing @ \$1,100 per incident</p> <p>Extended Vehicle coverage including body Extended Vehicle coverage excluding body</p> <p>Pre Packaged component systems - start and alternator Pre Packaged component systems - Electrical</p> <p>Cummins Full Engine Cummins Full Engine Minus Maintenance Cummins Major Components Cummins Full Engine Minus Injectors Cummins Full Engine + Aftertreatment</p>

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

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Payment terms are as specified by the selling dealer, the school bus industry is characterized typically by payment upon delivery.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	IC Bus has a captive finance company in Navistar Financial Corporation which offers a wide variety of leasing and financing options for our vehicles. The selling dealer will be able to provide all options available specific to each market.	*
56	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>The IC Bus 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. The IC sales team will help in this process as necessary.</p> <p>Once the Member has determined the specs of the bus, the IC BUS Dealer will price the Bus using the Sourcewell IC Bus workbook developed for this contract. This assures the Member obtains the bus priced properly as prescribed in the contract and provides an easy to read template laying out prices and discounts.</p> <p>The IC Bus dealer will submit the information to our Finance Team who provides them an authorization number. Upon receipt of the Member PO, the selling dealer sends the workbook and PO and sends the order to the factory.</p> <p>The selling dealer will receive a job number and VIN. the unit will be identified by a special feature code so they can easily be tracked in the system. If purchased from stock, the authorization number will be utilized for tracking purposes.</p> <p>Order to build timing will vary based on seasonality and suppliers but is generally in the 120-day timeframe.</p>	*
57	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, school bus vehicle purchases are outside the scope of P-Card usage. Any fees imposed by the process would be above the discount and selling structure described in this RFP.	*



**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *																
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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>IC Bus will utilize a pricing program for the IC Bus dealers that defines a percentage of discount off the list price to all vehicles inclusive of base chassis and options. Total chassis and options list, less percentage discount equals the selling price.</p> <p>The spreadsheet used for pricing is include in the related documents section of this RFP.</p> <p>IC Bus pricing for the Sourcwell RFP for school buses with related accessories is based on the US Dollar.</p> <p>For units purchased by Sourcwell Members in Canada an exchange rate will be added to the pricing on the proposal. IC Bus will provide the selling dealer with the appropriate exchange rate when the unit is quoted and that exchange rate will be honored for 60 days.</p>																
59	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>There are unique discount precents for the CE with Diesel and CE Electric.</p> <table border="1"> <thead> <tr> <th>Model</th> <th>MSRP</th> <th>Discount</th> <th></th> </tr> </thead> <tbody> <tr> <td>CE w/ Diesel</td> <td>\$253,146</td> <td>53%</td> <td>\$118,179</td> </tr> <tr> <td>CE Electric 2</td> <td>\$376,268</td> <td>5.2%</td> <td>\$356,702</td> </tr> <tr> <td>CE Electric 3</td> <td>\$430,763</td> <td>4.7%</td> <td>\$410,517</td> </tr> </tbody> </table> <p>Federally Mandated Surcharges and emissions will be added as required.</p>	Model	MSRP	Discount		CE w/ Diesel	\$253,146	53%	\$118,179	CE Electric 2	\$376,268	5.2%	\$356,702	CE Electric 3	\$430,763	4.7%	\$410,517
Model	MSRP	Discount																
CE w/ Diesel	\$253,146	53%	\$118,179															
CE Electric 2	\$376,268	5.2%	\$356,702															
CE Electric 3	\$430,763	4.7%	\$410,517															
60	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Orders of 5 or more will receive an additional \$1500 discount per unit.</p> <p>Orders of 20 or more will receive an incremental \$1500 per unit.</p>																
61	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>IC Bus dealers have access to the IC Bus custom bus center where additional non-stock goods can be added. These goods would be quoted from the IC Dealer to the Sourcwell Member.</p> <p>CBC added good carries a 12 month warranty.</p> <p>Goods purchased outside of the bus assembly process, including the CBS can be added to the Member's proposal with a handling fee not to exceed 5% of these goods and modifications.</p>																
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>IC Bus charges the dealers a storage fund fee of \$150 and as such would be added below the vehicle price line and be included with the total cost quoted to the Sourcwell Member.</p>																
63	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>IC Bus dealers contract their own freight and as such would be added below the vehicle price line and be included within the total cost quoted to the Sourcwell Member.</p>																
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>IC Bus dealers contract freight independent of IC Bus, as such freight chargers will be added into the total cost and quoted to the Sourcwell Member.</p>																
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>IC Bus dealers can arrange delivery options with the Sourcwell Member that may be more suitable for local conditions or needs. These unique delivery options would be a matter for the Sourcwell Member and IC dealer.</p>																

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	a. the same as the Proposer typically offers to an individual municipality, university, or school district.	IC Bus has offered additional incentives for larger awards

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
67	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.	We have established a feature code added to Sourcewell orders that allows us to monitor and report out sales with Sourcewell. Additionally, the dealer pricing will need to be submitted for verification. This will ensure member pricing is correct and provide a secondary audit trail.
68	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.	IC Bus is determined to ensure the success of being awarded a Sourcewell contract. Internal metrics we will track include quarterly sales, annual sales, and comparisons from previous years to ensure growth within the program.  IC Bus has ambitious goals to continue to grow the Sourcewell program, and if the metrics are not showing that growth, we will work with Sourcewell to find best practices to improve the metrics.
69	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.)	IC Bus is pleased to provide Sourcewell with the following administrative fee schedule:  CE School Bus - \$750 EV School Bus - \$1,000  These rebates will be paid quarterly from IC Bus along with the detailed summary sheet.

**Table 14A: 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.	IC Bus is a Bus manufacturer and the primary equipment we offer through the Sourcewell program is busses. Also, we also provide extended service contracts for our buses, and the option to add charging bundles to our Electric bus option.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	IC Bus wants to serve the Sourcewell Members. In the event a member needs a special feature or chassis configuration that may not be readily apparent, please reach out to your local IC dealer for assistance.

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

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
72	Type A School Bus	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	IC Bus does not offer a Type A bus.
73	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	The IC Bus CE is a Type C that is offered with either a diesel engine or is electric powered.
74	Type D School Bus	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	IC Bus does not offer a Type D bus.
75	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	IC Bus offers a school activity bus as a Type C with either a diesel engine or electric powered.
76	Prison Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	IC Bus offers a Prison Bus as a Type C with either a diesel engine or electric powered.
77	Accessories, Parts, and Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Accessories, parts, and service are available throughout the IC Bus Dealer network and beyond that within the International Dealer network.

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

**Line Item 78. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

## Documents

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

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

- [Pricing](#) - 2023 Sourcewell IC Bus Workbook.xlsx - Thursday October 26, 2023 14:52:02
- [Financial Strength and Stability](#) - Traton 2023 Half-Year Financial report.pdf - Wednesday October 25, 2023 22:07:15
- Marketing Plan/Samples (optional)
- [WMBE/MBE/SBE or Related Certificates](#) - Navistar Sustainability Report 2022.pdf - Wednesday October 25, 2023 22:15:09
- [Warranty Information](#) - VehicleWarranty\_eBus.pdf - Thursday October 26, 2023 13:36:12
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Traton 2022 Annual Report.pdf - Wednesday October 25, 2023 22:11:33

## 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. - Alec Borrer, Sales Director, 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_School_Buses_RFP_102623</b> Wed September 27 2023 02:29 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_6_School_Buses_RFP_102623</b> Mon September 25 2023 02:59 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_School_Buses_RFP_102623</b> Fri September 22 2023 02:08 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_School_Buses_RFP_102623</b> Mon September 18 2023 04:54 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_School_Buses_RFP_102623</b> Thu September 14 2023 01:37 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_2_School_Buses_RFP_102623</b> Mon September 11 2023 11:20 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_School_Buses_RFP_102623</b> Fri September 8 2023 03:20 PM	<input checked="" type="checkbox"/>	1

**AMENDMENT #1  
TO  
CONTRACT # 102623-ICB**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **IC Bus, LLC** (Supplier).

Sourcewell awarded a contract to the Supplier to provide School Buses with Related Accessories, Supplies, Parts, and Services to Sourcewell and its Participating Entities, effective December 14, 2023, through December 22, 2027 (Contract).

Supplier's terms related to pricing discounts, found in Supplier's Proposal line item 59 under "Table 11: Pricing and Delivery" are deleted and replaced with the following:

- Percent discounts are calculated off the MSRP price, ranging from 4.7% to 53%, for CE Series, depending on Power Train (Electric, Diesel).
- Federally-mandated surcharges and emissions will be added as required.

Except as amended above, the Contract remains in full force and effect.

**Sourcewell**

By: DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489... \_\_\_\_\_  
Jeremy Schwartz, Director of Operations/CPO

Date: 4/26/2024 | 10:42 AM CDT

**IC Bus, LLC**

By: DocuSigned by:  
*Alec Borrer*  
F4C6D3891EED4C2... \_\_\_\_\_  
Alec Borrer

Title: Sales Director

Date: 4/26/2024 | 9:41 AM CDT