

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

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

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

**1. TERM OF CONTRACT**

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

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

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

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers 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, except for components or body installations covered under separate warranties. 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 as described 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 it fails to meet the specifications agreed between Participating Entity and Supplier. 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. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

## 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 the participating DTNA's authorized dealer 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 the participating DTNA's authorized dealer. 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, DTNA's authorized dealer's 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.

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 participating DTNA authorized dealer, 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 participating DTNA authorized dealer, 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 participating DTNA authorized dealer 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 participating DTNA authorized dealer 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;
- ;
- 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. 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.

DTNA 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 DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA 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**

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

## **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 the following coverage and limits of insurance:

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 claims 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, 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 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

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. 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**

DTNA 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 DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA 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. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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



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

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

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

P. FEDERAL DEBT. DTNA 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. DTNA 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). DTNA 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, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

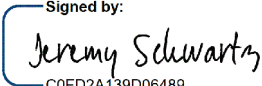
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

## **22. CANCELLATION**

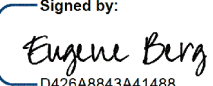
Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

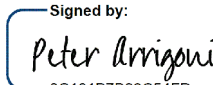
Sourcewell

Signed by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Chief Procurement Officer  
 Date: 8/28/2024 | 5:36 PM CDT  
 \_\_\_\_\_

Daimler Trucks North America

Signed by:  
  
 D426A8843A41488...  
 By: \_\_\_\_\_  
 Eugene Berg  
 Title: Director-Vocational Sales  
 Date: 8/19/2024 | 3:31 PM CDT  
 \_\_\_\_\_

Daimler Trucks North America

Signed by:  
  
 8C101B7B93C54FD...  
 By: \_\_\_\_\_  
 Peter Arrigoni  
 Title: Vice President-Vocational Sales  
 Date: 8/27/2024 | 7:06 PM CDT  
 \_\_\_\_\_

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

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## Vendor Details

Company Name: Daimler Trucks North America  
Does your company conduct business under any other name? If yes, please state: Freightliner LLC, Western Star Truck Sales Inc.  
Address: 4555 N. Channel Avenue  
Portland , Oregon 97217  
Contact: Eugene Berg  
Email: eugene.berg@daimlertruck.com  
Phone: 503-939-3033  
HST#: 93-0790608

## Submission Details

Created On: Wednesday February 14, 2024 18:28:59  
Submitted On: Thursday March 28, 2024 09:56:59  
Submitted By: Eugene Berg  
Email: eugene.berg@daimlertruck.com  
Transaction #: 351f998f-52bc-41d6-9e5b-c374ebf0eb65  
Submitter's IP Address: 163.116.129.117

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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")	Daimler Truck North America LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217
6	Proposer website address (or addresses):	Daimler Truck North America   Daimler - <a href="https://northamerica.daimlertruck.com">https://northamerica.daimlertruck.com</a>
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):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com

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

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering.</p> <p>As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars.</p> <p>In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain.</p> <p>Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO<sub>2</sub>-neutral transportation.</p> <p>In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles.</p> <p>Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "Upload Additional Documents"</li> <li>• Attachments: "DTNA – Company Overview Links"</li> <li>• Hyperlinks contained in attachment:</li> </ul> <ol style="list-style-type: none"> <li>1. Purpose &amp; Vision:             <ol style="list-style-type: none"> <li>a) Daimler Truck North America   Daimler</li> <li>b) DTNA Purpose Video</li> <li>c) DTNA Vision Video</li> </ol> </li> </ol>

11	<p>What are your company's expectations in the event of an award?</p>	<p>Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as Daimler Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirable truck brands, Freightliner and Western Star have substantial experience and a leading position in the sale and service of municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program.</p> <p>If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Marketing Plan"</li> <li>• Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy"</li> </ul>
12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies.</p> <p>We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Financial Strength &amp; Stability"</li> <li>• Attachments: "DTNA Financial Strength &amp; Stability Hyperlinks"</li> </ul> <ol style="list-style-type: none"> <li>a) Daimler Truck Annual Report 2021</li> <li>b) Daimler Truck Annual Report 2022</li> <li>c) Daimler Truck Annual Report 2023</li> <li>d) Capital Market Day 2023 Presentation (daimlertruck.com)</li> </ol>
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market.</p> <p>Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows:</p> <ul style="list-style-type: none"> <li>- Class 6/7: 30.7% - Total (30.7% - Freightliner)</li> <li>- Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star)</li> </ul> <p>Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA - Upload Additional Document"</li> <li>• Attachments: "DTNA - North America Market Share"</li> </ul>
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 6/7: 37.5% - Total (37.5% - Freightliner)                  Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star)</p> <p>These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8.</p> <p>With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.</p>
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt).</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Financial Strength &amp; Stability"</li> <li>• Attachments: "DTNA Financial Strength &amp; Stability Hyperlinks"</li> </ul> <ol style="list-style-type: none"> <li>a) Daimler Truck Annual Report 2021</li> <li>b) Daimler Truck Annual Report 2022</li> <li>c) Daimler Truck Annual Report 2023</li> <li>d) Capital Market Day 2023 Presentation (daimlertruck.com)</li> </ol>
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>DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada &amp; US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs.</p> <p>b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.</p>

<p>17</p>	<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>Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environment within the communities and societies we engage with. Environmental conservation and the conscious use of energy resources stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainment of external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards.</p> <p>Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS)</p> <p>Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207.</p> <p>Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration</p> <p>The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205)</p> <p>The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95)</p> <p>Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics.</p> <p>Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA - WMBE-MBE-SBE or Related Certificates"</li> <li>• Attachments:             <ol style="list-style-type: none"> <li>1) "Licenses - Certifications"</li> <li>2) DTNA Certificate of Insurance</li> </ol> </li> </ul>
<p>18</p>	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Not applicable to our organization</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>In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group.</p> <p>In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction.</p> <p>In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2.</p> <p>In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year.</p> <p>In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year.</p> <p>In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year.</p> <p>In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology.</p> <p>In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "Upload Additional Documents"</li> <li>Attachments: "DTNA – Company Overview Links"</li> <li>Hyperlinks:</li> </ul> <p>2. Awards &amp; Certifications Links:</p> <ol style="list-style-type: none"> <li>Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov)</li> <li>Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management   Department of Energy</li> <li>Makers &amp; Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com)</li> <li>HDT 2022 Top 20 Products - Equipment - Trucking Info</li> <li>Daimler wants self-driving trucks on the roads in ten years (engadget.com)</li> <li>Daimler Trucks North America Recognized with Clean Air Technology Award   Daimler</li> </ol>
20	What percentage of your sales are to the governmental sector in the past three years	<p>Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada</p> <p>Share of DTNA Business:</p> <p>Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023)</p> <p>Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023)</p> <p>Market Share:</p> <ul style="list-style-type: none"> <li>- Class 6/7: 33.6% (US)</li> <li>- Class 8: 33.0% (US)</li> <li>- Class 6/7: 23.4% (CAN)</li> <li>- Class 8: 46.1% (CAN)</li> </ul> <p>DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments: <ul style="list-style-type: none"> <li>- "Government Sector Market Share.pdf"</li> </ul> </li> </ul>
21	What percentage of your sales are to the education sector in the past three years	<p>As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.</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>As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales.</p> <p>Please reference additional information in response to Table 5, Question 25 for more detail.</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.  What is the annual sales volume for each of these contracts over the past three years?	<p>DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy &amp; Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>Folder: "DTNA – Upload Additional Document"</li> <li>Attachments: "GSA Contract Results 2023-2024"</li> </ul>

**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 *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	569-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

**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 *
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated \$15 - \$37 million *
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million *
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated \$7 - \$37 million *
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated \$15 - \$23 million *
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated \$7 - \$23 million *

**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.	<p>DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America.</p> <p>The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.</p>
27	Dealer network or other distribution methods.	<p>Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts &amp; Service locations. The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts &amp; Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs.</p> <p>While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route.</p> <p>Members can locate their local, facing Freightliner and Western Star sales &amp; service dealers via the "Find a Dealer" function on our website.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Dealer Directory"</li> </ul> <ul style="list-style-type: none"> <li>• Folder: "DTNA - Marketing Plan"</li> <li>• Attachments: "DTNA – Marketing Plan Website Links"</li> <li>• Hyperlinks:             <ol style="list-style-type: none"> <li>1. Daimler Truck North America   Daimler</li> <li>2. Western Star – Sourcewell Sample Webpage</li> <li>3. Freightliner – Sourcewell Sample Webpage</li> </ol> </li> </ul>



<p>28</p>	<p>Service force.</p>	<p>DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certified technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and with our vast network of service locations.</p> <p>The DTNA service network in the United States &amp; Canada includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• 388 Freightliner &amp; Western Star dual branded parts &amp; service locations</li> <li>• 79 Freightliner standalone brand parts &amp; service locations</li> <li>• 73 Western Star standalone brand parts &amp; service locations</li> <li>• 134 Detroit distributor branches (Detroit &amp; Allison transmission repairs)</li> <li>• Over 10,000 certified technicians nationwide</li> </ul> <p>Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The ExpressPoint experience includes:</p> <ul style="list-style-type: none"> <li>• Light Mechanical Warranty Repair (1-3 hours)</li> <li>• Roadside warranty emergency services</li> <li>• Approved field service and recall campaigns</li> <li>• Quality workmanship, claim filing and parts availability with local dealers</li> <li>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States</li> </ul> <p>The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner &amp; Western Star Dealers, and Detroit Distributors.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Dealer Directory &gt; DTNA Service &amp; Parts Locations" tab.</li> </ul> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Service Point Links"</li> <li>• Hyperlinks:             <ol style="list-style-type: none"> <li>a) <a href="https://www.freightliner.com/service/">https://www.freightliner.com/service/</a></li> <li>b) <a href="https://www.freightliner.com/service/expresspoint/">https://www.freightliner.com/service/expresspoint/</a></li> <li>c) <a href="https://www.westernstartrucks.com/parts-and-service/">https://www.westernstartrucks.com/parts-and-service/</a></li> </ol> </li> </ul>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>All purchase negotiations will take place between an authorized DTNA dealer and the Sourcwell member. No orders will be accepted by DTNA on a direct sale basis.</p> <p>The process flow for a typical transaction would be as follows:</p> <ul style="list-style-type: none"> <li>• Sourcwell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcwell website / web link.</li> <li>• Sourcwell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services.</li> <li>• During these consultations, the DTNA dealer will work with the Sourcwell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced.</li> <li>• Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcwell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood.</li> <li>• Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcwell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcwell member for consideration.</li> <li>• Sourcwell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions.</li> <li>• Upon acceptance of the proposal, the Sourcwell member issues a formal purchase order (PO) to the DTNA dealership.</li> <li>• DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcwell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project.</li> <li>• Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO.</li> <li>• Upon Sourcwell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM).</li> <li>• Dealer will submit their request for Sourcwell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcwell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount.</li> <li>• Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcwell rebate payment.</li> </ul> <p>Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcwell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcwell program and will remit fees to Sourcwell, as committed and contractually bound. Periodic audits of Sourcwell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcwell participating Authorized Dealer.</p>

<p>30</p>	<p>Describe in detail the process and procedure of your customer service program, if applicable.</p> <p>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of customer service with every visit. Elite Support includes, but is not limited to:</p> <p><b>Express Assessment</b> All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time.</p> <p><b>Maximizing Uptime</b> The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network.</p> <p><b>Best-Trained Techs</b> Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs.</p> <p><b>Continuous Improvement</b> Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location.</p> <p><b>Robust Parts Network</b> Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need.</p> <p><b>Exceptional Amenities</b> We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Dealer Directory &gt; DTNA Service &amp; Parts Locations" tab.</li> </ul> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Document"</li> <li>• Attachments: "DTNA Elite Support Links"</li> <li>• Hyperlinks:             <ul style="list-style-type: none"> <li>a) <a href="https://www.freightliner.com/service/elite-support/">https://www.freightliner.com/service/elite-support/</a></li> <li>b) <a href="https://www.westernstartrucks.com/parts-and-service/elite-support/">https://www.westernstartrucks.com/parts-and-service/elite-support/</a></li> </ul> </li> </ul>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.</p>	<p>DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.</p>
<p>32</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.</p>	<p>DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.</p>
<p>33</p>	<p>Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.</p>	<p>With 587 Freightliner and Western Star dealerships (sales, parts &amp; service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.</p>
<p>34</p>	<p>Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.</p> <p>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?</p>	<p>While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.</p>
<p>35</p>	<p>Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.</p>	<p>DTNA maintains a sales &amp; service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.</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>Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Marketing Plan"</li> <li>• Attachments:                             <ul style="list-style-type: none"> <li>• "DTNA - Marketing Plan Sample"</li> <li>• "DTNA – Marketing Plan Website Links"</li> <li>• "DTNA Product Video Links"</li> <li>• "Freightliner - M2106-M2112 Product Overview"</li> <li>• "Freightliner - M2 106 Brochure"</li> <li>• "Freightliner - Cascadia DC Brochure"</li> <li>• "Freightliner - 108SD-114SD Product Overview"</li> <li>• "Freightliner - eM2 - Spec Sheet"</li> <li>• "Freightliner - eCascadia - Spec Sheet"</li> <li>• "EconicSD Chassis Brochure"</li> <li>• "Western Star - 47X 49X Brochure"</li> <li>• "Detroit Assurance 5.0"</li> </ul> </li> </ul>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell.</p> <p>The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements.</p> <p>DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.</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>As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is.</p> <p>DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers.</p> <p>DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.</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>Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process.</p> <p>Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application.</p> <p>Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Marketing Plan"</li> <li>• Attachments: "DTNA Excelerator Links"</li> <li>• Hyperlinks:                             <ol style="list-style-type: none"> <li>1. <a href="https://www.freightliner.com/parts/excelerator/">https://www.freightliner.com/parts/excelerator/</a></li> <li>2. <a href="https://www.westernstartrucks.com/parts-and-service/excelerator/">https://www.westernstartrucks.com/parts-and-service/excelerator/</a></li> </ol> </li> </ul>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>40</p>	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.</p> <p>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper operation. The dealer is responsible for providing that same training to the end customer (as required) for successful operation. This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN.</p> <p>DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcwell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features.</p> <p>Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment.</p> <p>Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.</p>
<p>41</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations.</p> <ul style="list-style-type: none"> <li>• Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well.</li> <li>• Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume.</li> <li>• Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change.</li> <li>• Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on.</li> <li>• Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work.</li> <li>• Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system.</li> <li>• Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal.</li> <li>• Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster.</li> <li>• Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters.</li> <li>• The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events.</li> <li>• Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck.</li> <li>• Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.</li> </ul>

<p>42</p>	<p>Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.</p>	<p>The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO<sub>2</sub>-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are available in North America. The company has received the awards noted in response to question 16 for the latter of these.</p> <p>In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem.</p> <p>As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024.</p> <p>While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge.</p> <p>The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "Upload Additional Documents"</li> <li>• Attachments: "DTNA – Company Overview Links"</li> <li>• Hyperlinks:             <ol style="list-style-type: none"> <li>3. ESG Efforts:                 <ol style="list-style-type: none"> <li>a) Daimler Trucks North America Recognized with Clean Air Technology Award   Daimler</li> <li>b) Electric Island: Providing the Pathway to Carbon-Free Trucking   Black &amp; Veatch (bv.com)</li> <li>c) Drive Greenlane   Commercial vehicle charging network solutions</li> <li>d) Electric Vehicle Working Group - Joint Office of Energy and Transportation (driveelectric.gov)</li> </ol> </li> </ol> </li> </ul>
<p>43</p>	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Sustainable production and a drive for CO<sub>2</sub>-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing.</p> <p>In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO<sub>2</sub>-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill.</p> <p>The company's global ambition is to offer exclusively CO<sub>2</sub>-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "Upload Additional Documents"</li> <li>• Attachments: "DTNA – Company Overview Links"</li> <li>• Hyperlinks:             <ol style="list-style-type: none"> <li>3. ESG Efforts:                 <ol style="list-style-type: none"> <li>e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® – A Journey in Energy Management   Department of Energy</li> <li>f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020   Daimler (daimlertruck.com)</li> <li>g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project   California HVIP</li> <li>h) JETSI-aug31-2021.pdf (aqmd.gov)</li> </ol> </li> </ol> </li> </ul>
<p>44</p>	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella.</p> <p>Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.</p>

45	<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>While there are several unique propositions that we can offer Sourcewell's participating entities (which we describe in detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what has allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehicles in North America. With every interaction, we partner with our customers to understand their specific needs and enable their success.</p> <p>That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails - these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver.</p> <p>Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle.</p> <p>The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfillment, mean we keep our customers running with maximum vehicle uptime.</p> <p>It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities.</p>
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**Table 9A: Warranty**

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>New Vehicle Limited Warranty: Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service.</p> <p>Truck Parts Limited Warranty: With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year.</p> <p>Detroit Powertrain Warranty: Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations.</p> <p>Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Warranty Information"</li> <li>• Attachments: <ul style="list-style-type: none"> <li>• Freightliner 01 - Level Coverage</li> <li>• Freightliner 02 - Level II Coverage</li> <li>• Freightliner 03 - Level III Coverage</li> <li>• Freightliner 04 - Medium Truck Coverage</li> <li>• Freightliner 05 - SD Vocational Coverage</li> <li>• Freightliner 06 - eCascadia Coverage</li> <li>• Freightliner 07 - eM2 Coverage</li> <li>• Western Star 01 - On-Highway Coverage</li> <li>• Western Star 02 - Vocational Coverage</li> <li>• Western Star 03 - Severe Service Coverage</li> <li>• Western Star 04 - Off-Road Coverage</li> <li>• Vocational Trucks - Detroit Powertrain Coverage</li> <li>• On-Highway Trucks - Detroit Powertrain Coverage</li> <li>• "DTNA – Warranty Information Links"</li> <li>• Hyperlinks: <ol style="list-style-type: none"> <li>1. Warranty - Freightliner Trucks</li> <li>2. Warranty - Western Star Trucks</li> <li>3. Warranty - Detroit</li> </ol> </li> </ul> </li> </ul>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member.</p> <p>DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use.</p>

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed on the equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase.</p> <p>Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.</p>
49	<p>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	<p>DTNA has over 700 service locations strategically located across the United States &amp; Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage.</p> <p>DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs.</p> <p><b>Roadside Assistance Program</b> DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you!</p> <p>DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you!</p> <p>For Roadside Assistance members, this program provides help in the following areas, but not limited to:</p> <ul style="list-style-type: none"> <li>• Tire events</li> <li>• DOT related issues</li> <li>• Fuel assistance</li> <li>• Tow services</li> </ul> <p>If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner &amp; Western Star truck and can get you back up and running quickly.</p> <p><b>Freightliner ExpressPoint</b> The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road.</p> <p>The experience includes:</p> <ul style="list-style-type: none"> <li>• Light Mechanical Warranty Repair (1-3 hours)</li> <li>• Roadside warranty emergency services</li> <li>• Approved field service and recall campaigns</li> <li>• Quality workmanship, claim filing and parts availability with local dealers</li> <li>• Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States</li> </ul> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Warranty Information"</li> <li>• Attachment: "DTNA – Warranty Information Links"             <ul style="list-style-type: none"> <li>• Hyperlinks:                 <ol style="list-style-type: none"> <li>4. Roadside Assistance Program - Freightliner Trucks</li> <li>5. Roadside Assistance Program - Western Star Trucks</li> <li>6. ExpressPoint - Freightliner Trucks</li> </ol> </li> </ul> </li> </ul>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	<p><b>Prepaid Maintenance &amp; Extended Warranty Plans:</b> Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced &amp; quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member.</p> <p><b>Extended Chassis Coverage:</b> Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable.</p> <p><b>Extended Detroit Coverage:</b> Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Warranty Information"</li> <li>• Attachment: "DTNA – Warranty Information Links"             <ul style="list-style-type: none"> <li>• Hyperlinks:                 <ol style="list-style-type: none"> <li>7. Extended Coverage - Freightliner Trucks</li> <li>8. Extended Coverage - Western Star</li> <li>9. Extended Service Coverage - Detroit</li> </ol> </li> </ul> </li> </ul>

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs.
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod &amp; Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry.</p> <p>Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal.</p> <p>Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products &amp; services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA – Upload Additional Documents"</li> <li>• Attachments: <ul style="list-style-type: none"> <li>• "DTFS - Lease Finance Overview"</li> <li>• "DTFS - Municipal Program Brochure"</li> </ul> </li> </ul>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached.</p> <p>DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form".</p> <p>In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer.</p> <p>No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA - Standard Transaction Document Samples"</li> <li>• Attachments: <ul style="list-style-type: none"> <li>• Freightliner Terms of Sale</li> <li>• Western Star Terms of Sale</li> <li>• Order Intake Process – Example</li> <li>• Order Tracking / Audit Document – Example</li> <li>• Sample Form – Sourcewell Concession</li> </ul> </li> </ul>
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated.



**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts).  Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder.  Please refer to the following documents for additional information: <ul style="list-style-type: none"> <li>• Folder: "DTNA - Pricing"</li> <li>• Attachments:                             <ol style="list-style-type: none"> <li>1. DTNA - Base Model MSRP Pricing - CY2024</li> <li>2. US Pricing Matrix - CY2024</li> <li>3. CAN Pricing Matrix - CY2024</li> <li>4. Sample Sourcewell Quote</li> </ol> </li> </ul>
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment.  Please refer to the following documents for additional information: <ul style="list-style-type: none"> <li>• Folder: "DTNA - Pricing"</li> <li>• Attachments:                             <ol style="list-style-type: none"> <li>1. DTNA - Base Model MSRP Pricing - CY2024</li> <li>2. US Pricing Matrix - CY2024</li> <li>3. CAN Pricing Matrix - CY2024</li> <li>4. Sample Sourcewell Quote</li> </ol> </li> </ul>
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles.  Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat \$ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests.  Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer.  Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories.  Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<ul style="list-style-type: none"> <li>• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning.</li> <li>• Current delivery timelimes from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day.</li> <li>• DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs.</li> <li>• Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units.</li> <li>• Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelimes as needed based on customer/location requirements.</li> </ul>

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed.  As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order.  Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis.  Please refer to the following documents for additional information: <ul style="list-style-type: none"> <li>• Folder: "DTNA - Standard Transaction Document Samples"</li> <li>• Attachments:                             <ol style="list-style-type: none"> <li>1. Freightliner Terms of Sale</li> <li>2. Western Star Terms of Sale</li> <li>3. DTNA Sample Form - Sourcewell Concession</li> <li>4. DTNA - Order Intake Process</li> <li>5. DTNA - Order Tracking - Audit Document</li> </ol> </li> </ul>
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	DTNA will disburse \$800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.

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

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

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

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include:  FREIGHTLINER:  M2-106 Plus <ul style="list-style-type: none"> <li>- Conventional Cab</li> <li>- CAB CONFIGURATIONS</li> <li>- Day Cab 106" BBC</li> <li>- Extended Cab 132" BBC</li> <li>- Crew Cab 154" BBC</li> <li>- GVW 18,000 – 66,000 lbs</li> <li>- ENGINE RANGE</li> <li>- Diesel Engine Offerings: Detroit: DD5 &amp; DD8, Cummins: B6.7 &amp; L9</li> <li>- 200-360 HP</li> <li>- 520-1150 lb/ft</li> <li>- TRANSMISSION RANGE – Automatic or Manual</li> <li>- Allison 1000 / 2000 / 3000 series</li> <li>- Eaton Manual</li> <li>- TOP APPLICATIONS</li> <li>- Dump, Plow, P&amp;D, Utility, Sweeper, Refuse, Tank</li> </ul> BEV - eM2-106 ELECTRIC <ul style="list-style-type: none"> <li>- Conventional Cab</li> <li>- Day Cab 106" BBC</li> <li>- GVW 26,000 – 33,000 lbs</li> <li>- ENGINE – BATTERY ELECTRIC</li> <li>- 225 hp (165 kW) – 250 or 300 hp (224 kW)</li> <li>- TOP APPLICATIONS</li> <li>- P&amp;D, Utility, Sweeper, Refuse</li> </ul>

- M2-112 Plus
  - Conventional Cab
  - CAB CONFIGURATIONS
  - Day Cab 112" BBC
  - Extended Cab 132" BBC
  - Crew Cab 160" BBC
  - GVW 30,000 – 80,000 lbs (as a truck)
  - ENGINE RANGE
  - 260-525HP
  - 730-1850 lb/ft
  - TRANSMISSION RANGE – Automatic, AMT or Manual
  - Detroit DT12
  - Eaton Manual
  - Allison 3000 / 4000 series
  - TOP APPLICATIONS
  - End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

- 108SD Plus
  - Conventional
  - CAB CONFIGURATIONS
  - Day Cab 112" BBC
  - Extended Cab 132" BBC
  - Crew Cab 160" BBC
  - GVW 26,000 – 69,000lbs (as a truck)
  - ENGINE RANGE 200-380 HP
  - 520-1250 lb/ft
  - Transmission Range – Automatic or Manual
  - Allison 3000 / 4000 series
  - Eaton Manual
  - TOP APPLICATIONS
  - Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

- 114SD Plus
  - Conventional
  - CAB CONFIGURATIONS
  - Day Cab 114" BBC
  - Extended Cab 140" BBC
  - Crew Cab 162" BBC
  - GVW 26,000 – 92,000 lbs
  - ENGINE RANGE 260-525 HP
  - 720-1850 lb/ft
  - TRANSMISSION RANGE - Automatic, AMT or Manual
  - Detroit DT12
  - Allison 3000 / 4000 series
  - Eaton Manual & Endurant AMT
  - TOP APPLICATIONS
  - Mixer, Dump, Plow, Refuse, Crane, Tank

- EconicSD
  - LCOE (Low Cab-Over Engine)
  - CAB CONFIGURATIONS
  - Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
  - GVW 64,000 – 66,000 lbs
  - ENGINE RANGE 350 HP
  - 1050 lb/ft
  - TRANSMISSION RANGE Automatic
  - Allison 3000 series
  - APPLICATION
  - Refuse

- Cascadia
  - CAB CONFIGURATIONS
  - Day Cab 116" and 126" BBC
  - Sleeper – 48", 60" and, 72" Options
  - GCVW – up to 140,000+
  - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
  - 350-605 HP
  - 1450-2050 lb/ft
  - TRANSMISSION RANGE – Automatic, AMT or Manual
  - Detroit DT12-V & DT12-VX AMT
  - Allison 4000 series
  - Eaton Manual & Endurant AMT
  - TOP APPLICATIONS
  - Line-Haul, LTL, P&D, Bulk – Dry, Liquid

- BEV - eCascadia ELECTRIC
  - Conventional Cab
  - Day Cab 116" BBC
  - GCVW 65,000 – 82,000 lbs (tractor)
  - ENGINE – BATTERY ELECTRIC
  - 320 hp (296 kW) – 425 hp (350 kW)
  - TOP APPLICATIONS
  - Tractor Applications

Western Star:

- 47X
  - CAB CONFIGURATIONS
  - Day Cab 111" BBC
  - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
  - GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
  - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
  - 260-525 HP
  - 860-1850 lb/ft
  - TRANSMISSION RANGE – Automatic, AMT or Manual
  - Detroit DT12-V AMT
  - Allison 3000 / 4000 series
  - Eaton Manual & Endurant AMT
  - TOP APPLICATIONS
  - Construction – Mixer, Dump Crane, Water Tanker
  - Government – Snow Plow, Dump, Vacuum Truck
  - Tractor – Flat Bed, Agriculture, Belly Dump
  - Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
  - Bulk – Dry, Liquid

		<p>49X</p> <ul style="list-style-type: none"> <li>- CAB CONFIGURATIONS</li> <li>- Day Cab 121" BBC</li> <li>- Sleeper – 36" (Trench-style Low Roof or Mid Roof) &amp; 48" Mid Roof, 60" Mid Roof, 72"</li> <li>- GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor)</li> <li>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 &amp; DD16, Cummins: X12 &amp; X15</li> <li>- 350-605 HP</li> <li>- 1450-2050 lb/ft</li> <li>- TRANSMISSION RANGE – Automatic, AMT or Manual</li> <li>- Detroit DT12-V &amp; DT12-VX AMT</li> <li>- Allison 4000 series</li> <li>- Eaton Manual &amp; Endurant AMT</li> <li>- TOP APPLICATIONS</li> <li>- Construction –Dump Crane, Water Tanker</li> <li>- Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway</li> <li>- Heavy Haul – Equipment Hauler, Oversize, Specialty</li> <li>- Oil &amp; Gas – Crane, Vacuum Truck</li> <li>- Bulk – Dry, Liquid</li> </ul> <p>57X</p> <ul style="list-style-type: none"> <li>- CAB CONFIGURATIONS</li> <li>- Day Cab 116" and 126" BBC</li> <li>- Sleeper – 48", 60" and, 72" Options</li> <li>- GCVW – up to 140,000+</li> <li>- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 &amp; DD16, Cummins: X12 &amp; X15</li> <li>- 350-605 HP</li> <li>- 1450-2050 lb/ft</li> <li>- TRANSMISSION RANGE – Automatic, AMT or Manual</li> <li>- Detroit DT12-V &amp; DT12-VX AMT</li> <li>- Allison 4000 series</li> <li>- Eaton Manual &amp; Endurant AMT</li> <li>- TOP APPLICATIONS</li> <li>- Line-Haul, Bulk – Dry / Liquid</li> </ul>
<p>71</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide:</p> <ul style="list-style-type: none"> <li>• cranes</li> <li>• bucket trucks / utility</li> <li>• vacuum trucks</li> <li>• street sweepers</li> <li>• dump trucks</li> <li>• snowplows</li> <li>• refuse</li> <li>• box trucks</li> <li>• tractors</li> <li>• PARTS – replacement / service parts</li> <li>• FINANCIAL SERVICES – Financing and Leasing</li> </ul> <p>In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members.</p> <p>As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime.</p> <p>Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.</p>
<p>72</p>	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.</p>	<p>DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion.</p> <p>The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe.</p> <p>Additional Driver Safety Enhancements include:</p> <ul style="list-style-type: none"> <li>• Improved insulation that muffles exterior noise and provides greater thermal efficiency.</li> <li>• Driver-centric dash with an easy-to-read driver information center.</li> <li>• Comfortable steering wheel with integrated controls.</li> <li>• An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation.</li> <li>• Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue.</li> <li>• Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor.</li> <li>• The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation.</li> </ul> <p>Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests.</p> <p>The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.</p>

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p><b>Express WriteUp</b> With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates because they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience.</p> <p><b>Service Tracker</b> Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications.</p> <p><b>Uptime Pro</b> Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs.</p> <p><b>Uptime Performance</b> Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience.</p> <p><b>Virtual Technician</b> Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet.</p> <p>Please refer to the following documents for additional information:</p> <ul style="list-style-type: none"> <li>• Folder: "DTNA - Pricing"</li> <li>• Attachments: "DTNA – Serviceability &amp; Remote Diagnostics"             <ol style="list-style-type: none"> <li>1. Freightliner - Uptime Management Suite</li> <li>2. Western Star - Uptime Management Suite</li> <li>3. Detroit Connect - On-Highway</li> <li>4. Detroit Connect - Vocational</li> </ol> </li> </ul>
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**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

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

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

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
75	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2
78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.

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

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

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

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

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 4 BEV Market
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves the Class 5 BEV Market
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	DTNA does NOT offer product that serves this market.

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**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 N2T 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](#) - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
  - [Financial Strength and Stability](#) - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
  - [Marketing Plan/Samples](#) - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
  - [WMBE/MBE/SBE or Related Certificates](#) - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
  - [Warranty Information](#) - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
  - [Standard Transaction Document Samples](#) - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
  - [Requested Exceptions](#) - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
  - [Upload Additional Document](#) - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

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

Yes  No

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

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

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