



## **Solicitation Number: RFP #101520**

### **CONTRACT**

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

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

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires December 14, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

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

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

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

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

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

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

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

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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential 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. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

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

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

#### **11. LIABILITY**

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



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

## 12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

## 13. GOVERNMENT DATA PRACTICES

Vendor and 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, stored, used, maintained, or disseminated by the Vendor under this Contract.

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

## 14. INDEMNIFICATION

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

## 15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and



promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

*3. Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

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

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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

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

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

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/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.

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of



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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any



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

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

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

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

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

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

**24. CANCELLATION**

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

Sourcewell

Navistar, Inc., dba Fleet Charge

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO

DocuSigned by:  
By: Kevin Wright  
095379BB99014D1...  
Patricia Waguespack  
Title: Director Aftersales Pricing & Fleet Charge

Date: 12/10/2020 | 11:33 AM CST

Date: 12/15/2020 | 11:32 AM CST

Approved:

DocuSigned by:  
By: Chad Coquette  
7E42B8F817A64CC...  
Chad Coquette  
Title: Executive Director/CEO

Date: 12/15/2020 | 11:36 AM CST

# RFP 101520 - OEM Automotive Parts and Supplies

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## Vendor Details

Company Name: Navistar, Inc.  
Does your company conduct business under any other name? If yes, please state: Illinois  
Address: 2701 Navistar Drive  
Lisle, Illinois 60532  
Contact: Patricia Waguespack  
Email: patricia.waguespack@navistar.com  
Phone: 331-332-6873  
Fax: 331-332-6873  
HST#: 26-1615697

## Submission Details

Created On: Tuesday October 13, 2020 18:38:21  
Submitted On: Thursday October 15, 2020 12:31:28  
Submitted By: Patricia Waguespack  
Email: patricia.waguespack@navistar.com  
Transaction #: 2837fda7-1e50-46a8-b206-c38e6ea154fa  
Submitter's IP Address: 217.180.232.9

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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. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Navistar, Inc. dba Fleet Charge
2	Proposer Address:	2701 Navistar Dr. Lisle, IL 60532
3	Proposer website address:	www.navistar.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Patricia Waguespack Director Aftersales Pricing & Fleet Charge 2701 Navistar Dr. Lisle, IL 60532 patricia.waguespack@navistar.com 331-332-6873 Office
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Patricia Waguespack Director Aftersales Pricing & Fleet Charge 2701 Navistar Dr. Lisle, IL 60532 patricia.waguespack@navistar.com 331-332-6873 Office
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Wright Sales Director 2701 Navistar Dr. Lisle, IL 60532 kevin.wright@navistar.com 615-804-2540 Cell

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

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Navistar and under its previous corporate name, International Harvester Company, had produced school buses beginning in the early 1900's. Navistar itself traces its roots back to Cyrus McCormick and the invention of the mechanical reaping machine in 1831. This key piece of agricultural equipment allowed expansion into more pieces of farm equipment and industrial growth throughout the 1800's.</p> <p>As the 20th Century dawned McCormick merged with other farm equipment manufacturers to form the International Harvester Company headquartered in Chicago, IL. Quickly they saw the need for further expansion and market need developing the International branded truck, including school buses. In more modern history, the farm equipment business was sold and Navistar was chosen for the new Corporate name which focused on trucks, buses, and engines.</p> <p>Today the company builds IC Bus products and International branded trucks. Navistar also owns MWM of Brazil and holds 35% of Navistar Defense. Both IC Bus and International trucks have the largest dealer network in the U.S. and Canada. Navistar has also recently partnered with Love's Truck Stops to further assist in providing service.</p> <p>Fleet Charge, Navistar's proprietary parts and service purchasing program was launched in 1987 to facilitate consistent parts pricing across the International Truck and IC Bus Dealer Network in the United States and Canada.</p> <p>A new Parts Distribution Center has been opened in Memphis, TN adding to our support capabilities bringing our total PDC count to 8 in the States and Canada.</p> <p>To be a leader International has brought to market a proprietary wireless service, On Command Connection (OCC) that takes signals from the vehicle puts them into an app allowing users to see and monitor their fleet via Health Reports detailing potential service and maintenance issues. IC Bus will be introducing a full electric school bus as well as International trucks with an electric medium duty truck. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which provides access to EV and other advanced technologies on a global scale</p> <p>The Navistar Investor Relations team has additional history and guidance at: <a href="https://www.navistar.com/navistar/">https://www.navistar.com/navistar/</a></p>
8	What are your company's expectations in the event of an award?	Navistar's expectations are to become a preferred supplier for bus and truck parts to the Sourcwell membership via its Fleet Charge program.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Key points of our financial strength are, but not limited to, the below and attached:</p> <ul style="list-style-type: none"> <li>* \$1.5B in cash reserves at the end of our 2nd Qtr., April 2020.</li> <li>* 7 consecutive years of improving Adjusted EBITDA ending Fiscal Year 2019 at \$882M.</li> <li>* End of year 2019 revenue \$11.3B.</li> </ul> <p>Navistar Investor Relations can be found at: <a href="https://ir.navistar.com/investor-home/default.aspx">https://ir.navistar.com/investor-home/default.aspx</a></p>
10	What is your US market share for the solutions that you are proposing?	<p>There is currently no third party matrix that measures parts market share.</p> <p>International Market Share for class 6-8 trucks in Government Segment for the U.S. is 28% (Feb 2020 data).</p>
11	What is your Canadian market share for the solutions that you are proposing?	<p>There is currently no third party matrix that measures parts market share.</p> <p>International Market Share for class 6-8 trucks in Government Segment for Canada is 38% (Mar 2020 data).</p>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Navistar has never filed or petitioned for bankruptcy protection in our 100+ year history

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

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019 North American IC Bus Dealer of the Year - Leed's Transit, Inc. of Elgin, Ontario, Canada.</p> <p>ISO 14001 Compliant:</p> <p>Tulsa, OK Bus Plant Springfield, OH Truck Plant Escobedo, Neuvo Leon, Mexico Truck Plant Huntsville, AL, Engine Plant Melrose Park, IL Enginnering Center Santo Amaro, Sao Paulo, Brazil, Engine Plant Jesus Maria, Cordoba, Argentina, Engine Plant</p> <p>ISO 9001:2015 Certification</p> <p>Certified Sites: Multi-Site Certification #FM72225</p> <p>Lisle, IL - Navistar, Inc. World Headquarters, incl. Corporate Support and Product Engineering Melrose Park, IL - Navistar, Inc. IPD/Engineering New Carlisle, IN - Navistar Proving Grounds Escobedo, Mexico - Navistar Inc. Escobedo Assembly Plant Springfield, OH - Navistar, Inc. Springfield Assembly Plant Huntsville, OH - Navistar Big Bore Diesel Plant</p> <p>Navistar achieved US Dept. of Energy Better Buildings Award in 2019</p> <p>In 2019 for the ninth consecutive year Navistar Mexico recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo Assembly Plant.</p>
17	What percentage of your sales are to the governmental sector in the past three years	<p>2019 - 1.41%</p> <p>2018 - 1.05%</p> <p>2017 - 0.88%</p>
18	What percentage of your sales are to the education sector in the past three years	<p>2019 - 8.22%</p> <p>2018 - 8.49%</p> <p>2017 - 9.49%</p>
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Navistar Parts holds no state, provincial or cooperative agreements in the government sector.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	All GSA contracts or supplier agreements within the network are managed directly by the local, independently owned International Truck or IC Bus dealership. Navistar has no standing contracts in place.

**Table 4: References/Testimonials**

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

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



**Table 5: Top Five Government or Education Customers**

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
First Student	Education	Ohio - OH	Parts supplier	Avg \$ value of transactions throughout the program is \$500.	2019 - \$22.5M 2018 - \$23M 2017 - \$31.7M
Student Transportation	Education	New Jersey - NJ	Parts Supplier	Avg \$ value of transactions throughout the program is \$500.	2019 - \$11M 2018 - \$10.1M 2017 - \$8.7M
Durham School Services	Education	Illinois - IL	Part Supplier	Avg \$ value of transactions throughout the program is \$500.	2019 - \$9.5M 2018 - \$10.2M 2017 - \$10.6M
MODOT	Government	Missouri - MO	Part Supplier	Avg \$ value of transactions throughout the program is \$500.	2019 - \$4.4M 2018 - \$3.8M 2017 - \$3.4M
Iowa DOT	Government	Iowa - IA	Part Supplier	Avg \$ value of transactions throughout the program is \$500.	2019 - \$2.7M 2018 - \$2M 2017 - \$1.8M

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Navistar will assign a national account manager to support the relationship with Sourcewell and manage communication and engagement with the Sourcewell members. Additionally, each dealership is assigned a local area of responsibility and maintains an inside and outside parts sales team to assist local Sourcewell members.
24	Dealer network or other distribution methods.	Navistar has the largest dealer network of any original equipment truck manufacturer in the United States and Canada. In addition, Navistar has a service agreement in place with the Love's Travel Stops and Speedco network, adding additional points of light for light service and repairs.
25	Service force.	The International Truck and IC Bus dealer network includes 7,445 Service Bays and 7,687 highly-trained, certified technicians.  In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce Diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. To attain Diamond Edge certification dealers must pass rigorous parts and service guidelines, including the time it takes for a customer to get their truck diagnosed, repaired and back on the road.  Certification is awarded once a dealership achieves a minimum of 4 out of 5 diamonds. Each diamond represents the dealers' commitment to: Continuous Improvement, Unparalleled Expertise, Technology Adoption, Maximum Uptime, and Repair Velocity.

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Navistar will assign a national account manager to the Sourcewell Account to help communicate the program and build a strong, lasting relationship with Sourcewell and its members. In addition, each dealership within the International Truck and IC Bus network has an assigned area of responsibility to ensure Sourcewell members within their territory are supported on a day-to-day basis. Navistar maintains a customer service team to support our dealerships through ordering, shipping, or inventory management concerns. Additionally, the Fleet Charge program has a dedicated credit and customer service staff designed to support participating members through their use of the program. All Fleet Charge customer support inquiries receive an initial response within one business day and are brought to resolution within 3. Our credit team works with customers and dealers to bring any invoice disputes to resolution. Average time to close a dispute is 4.5 days.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Navistar would be happy to welcome Sourcewell members to our list of participating Fleet Charge customers in the United States. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members on day one.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Navistar would be happy to welcome Sourcewell members to our list of participating Fleet Charge customers in Canada. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members on day one.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Based upon our current dealer and distribution network, Navistar does not foresee and issue supporting Sourcewell members in any US or Canadian geographic area. A map displaying the distribution of our International Truck and IC Bus dealerships is included in the Fleet Charge proposal in the attachments section. A complete list of International Truck and IC Bus dealer locations can be found at <a href="https://www.internationaltrucks.com/dealer-locator">https://www.internationaltrucks.com/dealer-locator</a>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Navistar's ability to service participating Sourcewell members across the government, education and not-for-profit sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Fleet Charge has participating dealer locations in Fairbanks and Anchorage, Alaska as well as Kapolei, Hawaii; Bayamon, Ponce, and Toa Baja in Puerto Rico. Navistar has standing service and delivery agreements in place with these dealer locations and they have historically served fleet customers within each of their areas or responsibility well.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<ol style="list-style-type: none"> <li>1. Put Award information in Social Media Dealer and Customer Communications plus messaging to TEM's that are in the Diamond Partner Program</li> <li>2. Joint Marketing Effort with NCL Muni Finance that uses Linked in plus You Tube Videos.</li> <li>3. Utilize Sourcewell Banners and Materials at Trade Shows and regional Events</li> <li>4. Include Andy Campbell in meetings with dealers. sales teams and members</li> <li>5. Utilize Sourcewell Materials, Contract Award Materials, and NCL Materials on the Sales and Marketing Resource Center with the Dealer Reps</li> <li>6. Provide Dealers with updated Sourcewell Membership List</li> <li>7. Use Parts Program as opportunity to sign up members to Sourcewell</li> <li>8. Co-op funds for dealers to hold Sourcewell Events</li> <li>9. Participation in local events set up by Sourcewell</li> </ol>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>International has a Sourcewell Website <a href="https://www.internationalrucks.com/sourcewell">https://www.internationalrucks.com/sourcewell</a> that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 2 years targeting Government and non-profit agencies back to this page.</p> <p>We use blended customer database to identify and conduct outreach campaigns to Local/State/Government accounts through multi-channel campaigns that include eCRM/Email. Outbound Telemarketing, Direct Mail, etc... We adhere to CAN-SPAM regulations and related requirements for Outbound and Direct mail campaigns.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We rely on Karen Otremba at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell the members and our dealers.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>See Appendix B for our flyer. Our primary e-commerce tool is our OnCommand Parts Information powered by RepairLink. Below are some of the primary features:</p> <ul style="list-style-type: none"> <li>• Free! No subscription required</li> <li>• VIN-Based Search</li> <li>• No Navistar login required (Contact your dealer for details)</li> <li>• New Intuitive design</li> <li>• Smart Device Enabled</li> <li>• Search and purchase aftermarket parts</li> <li>• Order online 24/7 with preferred dealerships</li> <li>• View best-in-class part illustrations and technical diagrams</li> <li>• Get real-time online order updates</li> <li>• Use on your tablet, mobile, or multi-browser</li> </ul> <p>RepairLink is the easiest way to facilitate e-commerce transactions with Sourcewell customers. Orders are serviced not by some regional hub but by the same local International Dealer Network who has material on the shelf and can provide immediate parts and service to our customers. We already have several government and municipal customers utilizing this tool today. The incorporation of a Sourcewell discount would be seamless for existing users. They could take advantage of the Sourcewell program and continue to make use of the RepairLink tool for their ordering needs.</p> <p>Additionally, Navistar does have the ability to integrate procurement systems with customers in some limited situations.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Every International Truck sold to Sourcewell Membership comes with the International "Silver Package". The "Silver Package" provides member with 2 years of online parts and service information, including all service bulletins and IKnow technical help as well as health history information. This is a \$1500 value at no-charge. Service Training is not standard or included with the product. Training can be done on-line, some is fee based and some may be available through the local dealer's University Website Portal. Training done in person, or at a Navistar Training Center does have fees involved. These fees would be the same fees a dealer would pay. Between the selling dealer and equipment provider, product operation training should be done at time of delivery. All Parts bought through Navistar carry a 12 month warranty on the part. If that part is purchased and installed by an authorized Navistar Service Provider, the labor would also be included.</p> <p>International 360 was recently launched last fall, it provides revolutionary service communications and fleet tools that put all service information together in one site. Here is the link for International 360. <a href="https://www.internationaltrucks.com/I360">https://www.internationaltrucks.com/I360</a></p>
37	Describe any technological advances that your proposed products or services offer.	<p>Fleet Charge includes access to a web-portal which provides easy access to all invoice copies for up to three years and custom reporting capabilities to pull part-level, vin-level and location-level purchase information into .csv or .xml formats for data mining. Additionally, Sourcewell users can access their current account status and YTD savings information at any time.</p> <p>Navistar also offers a number of additional programs that can be made available to Sourcewell Members, such as Service Partner which streamlines communications between Sourcewell members and the dealerships for repair estimates and ensures service operations are billed within specified, guaranteed hours.</p> <p>Additional Programs Include:</p> <p>International 360 (I360) - A revolutionary service communications and fleet tool that puts all service information together in one site</p> <p>OnCommand Connection - Remote Diagnostics  Repair Advocate - Service Communications  Parts Information - VIN based parts Catalog and Online Parts Ordering  Service Information - Manuals &amp; Information  Service Partner - Standardized Estimates  Education Portal - Training Systems  Fleet Maintenance Tracking</p>

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>In 2019, all Navistar major manufacturing facilities successfully maintained ISO 14001 certifications. Each of these locations was able to demonstrate that the environmental goals set by the organization are either met or on track, exhibiting the company's commitment to continual improvement. Navistar promotes active site energy conservation teams and has challenged its facilities to reduce their electric consumption loads and load ratios by 4% year over year.</p> <p>In 2019, Navistar, through its recycling contractor, sent for reuse between 70% and 100%, depending on equipment category, of IT equipment including personal computers, laptops, LCD screens, servers, printers and other networking equipment. This effort resulted in approximately 30,000 pounds of e-waste processed, 800 pounds of toxic metals diverted from the environment, and a reduction of approximately 40,000 pounds of GHG emissions.</p> <p>Navistar's Chicago-area sites utilize the Assistive Technology Exchange Network (ATEN) to recycle e-waste. The ATEN refurbishes and recycles donated computers and distributes them to individuals with disabilities. Each year, ATEN provides Illinois students in special education programs with computers and related equipment donated by individuals and corporations, diverting hazardous e-waste from Illinois landfills.</p> <p>Navistar's PDCs reduce the use of packing materials by increasing the use of returnable containers for the shipment of parts. Navistar has an extensive parts remanufacturing program, annually processing over 60 million pounds of parts materials. Navistar sells and distributes remanufactured parts under the ReNEWed® and Fleetrite® brands, with approximately 11,300 different active part numbers for parts that can be remanufactured. Our remanufacturing program is based on an exchange system where customers return a used component, known as core, in return for a remanufactured product. Some remanufactured parts can be reused as many as nine times. Navistar utilizes four central core return facilities located in Springfield, Missouri; Franklin, Indiana; Queretaro, Mexico; and, Hannon, Ontario, which gives us an infrastructure designed to make it easy on dealers and customers to return used truck parts. The returned parts are used in our remanufacturing programs or for recycling. In addition, we have programs to recycle cardboard, pallets and other packaging material. Navistar maintains programs to incentivize the return of used parts core for remanufacturing. Remanufacturing can save energy and raw materials compared with new parts.</p> <p>The results of Navistar's pollution prevention and recycling efforts are also reflected in the company's Toxic Release Inventory (TRI) Form R reports. The company reported 183,039 pounds of production-related waste managed in its TRI Form R Reports for 2018. TRI data for 2019 will be available July 1, 2020, based on U.S. EPA reporting guidelines. The 2018 reportable amount was 289,276 pounds less than the previous year, mostly due to the sale of the company's Cherokee, Alabama, fabrication plant. Approximately 65% of the company's 2018 TRI total reportable wastes were recycled, as opposed to being treated or disposed of. Please reference our complete Sustainability Report in the attachments.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third part eco-labels
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Navistar is a publicly Traded Company.</p> <p>We are committed to diversity, both internally within our workforce and externally within our supply base. We instituted our Supplier Diversity Program to bring awareness and emphasis to our practices, and to provide a competitive edge with our customers. Thirty years later, we continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. In this spirit, our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women and veterans, as well as small business enterprises. Our vision is to develop a strong foundation of highly qualified suppliers that can provide us with exceptional products and services. At Navistar, diversity is not only the right thing to do, it is the prudent thing to do. Our focus on diversity will continue to be an integral component of our business strategy.</p> <p>Navistar's Diversity Spend:</p> <ul style="list-style-type: none"> <li>•\$927,000,000 for 2019</li> <li>•\$277,000,000 through 3/31/20</li> </ul>

## WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM

## Small Business

A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit [//www.sba.gov/content/am-i-small-business-concern](http://www.sba.gov/content/am-i-small-business-concern).

## Minority-Owned Business

A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American.

## Woman-Owned Business

A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman.

## Veteran-Owned Business

A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify as a veteran.

## Service-Disabled Veteran Owned Business

A service-disabled veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by service-disabled veterans, or in the case of a veteran with a permanent and severe disability, a spouse or permanent caregiver of such veteran, and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans Affairs, establishing a service-connected rating between 0 and 100 percent, or a disability determination from the Department of Defense. Reservists or members of the National Guard disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify.

## 8(a) Certified Business

An 8(a) certified business refers to a business that participates in the 8(a) business development program, which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. +  
For more information visit: [/www.sba.gov/content/8a-business-development-0](http://www.sba.gov/content/8a-business-development-0)

## Small Disadvantaged Business

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

## HUBZone Certified Business

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

## AbilityOne Qualified Nonprofit Agency

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

## CERTIFYING ORGANIZATIONS

National Minority Supplier Development Council (NMSDC) Regional Affiliates  
1359 Broadway Suite 1000  
New York, NY 10018  
Tel: 212-944-2430  
Small Business Administration's 8(a) and Small Disadvantaged Business Programs  
409 3rd St., SW  
Washington, D.C. 20416  
Tel: 800-827-5722  
Women's Business Enterprises National Council (WBENC)  
1120 Connecticut Ave., NW Suite 950  
Washington, D.C. 20036  
Tel: 202-872-5515

		<p>Fax: 202-872-5505                  Chicago Minority Supplier Development Council (CMSDC)                  216 W. Jackson Blvd., Suite 600                  Chicago, IL 60606                  Tel: 312-755-8880                  Fax: 312-755-8890                  Canadian Aboriginal and Minority Supplier Council                  282 Richmond St. East, #101                  Toronto, Ontario M5A 1P4                  Tel: 90 79-1114                  Women's Business Development Council (WBDC)                  8 South Michigan Ave.. 4th Floor                  Chicago, IL 60603                  Tel: 312-853-3477                  Fax: 312-853-0145</p> <p>SECOND-TIER PROGRAM                  At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend. To begin reporting Second-Tier Spend, please complete Navistar's Supplier Diversity Registration.</p>
41	<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>The Largest Dealer Network in North America to sell and service the products used in the communities they serve.                  Strong Market share in Government Sector                  Sourcewell Knowledgeable Sales Professionals at the dealerships to serve the members                  Ability to provide Turn-Key Solutions                  A proven track record of growth with Sourcewell                  An award Winning Parts Distribution System as Members keep units in service far longer than commercial applications do.                  A completely Updated Product Offering with Specific Vocationally Focused Products to serve the Government Sector.                  Free On-Line Parts and Service Program                  Both Currmins and International Engines                  Joint Marketing and Sourcewell Promotion through NCL Muni Financing                  Parts Program Tailored to Sourcewell</p>



**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	Navistar warrants all Navistar parts for 1 year including labor if installation is performed by a International dealer.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<ol style="list-style-type: none"> <li>1. The warranty restrictions of coverage, competitive with the rest of the industry restrictions/ limitations.</li> <li>2. External influence, damage, modifications. etc...</li> <li>3. Failure due to improper use, misapplication or abuse, could be denied</li> <li>4. Failure due to improper maintenance, storage, deterioration. etc...</li> <li>5. Supplier Direct warranty requirements i.e. Cummins/Allison, etc...</li> </ol>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	NA
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Navistar warrants all Navistar parts for 1 year including labor if installation is performed by a International dealer.
47	What are your proposed exchange and return programs and policies?	International dealers handle all core returns and part return policies if specific to each dealer group.
48	Describe any service contract options for the items included in your proposal.	NA

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Fleet Charge sends billing statements every other Wednesday. Terms are 30 days net from statement date.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	There are no leasing or financing options on parts purchases.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	All participating members would open a Fleet Charge account directly with Fleet Charge (Sourcewell-specific online application would be provided). There are 1000+ International Truck, IC Bus, Love's and Speedco locations across the US and Canada that accept the Fleet Charge account as a payment method. Sourcewell members may purchase directly through the dealerships or through our online eCommerce tool using their Fleet Charge account as a payment method. Parts pricing is validated through Fleet Charge prior to member billing, and Sourcewell member will then submit payment to Fleet Charge for all invoices on their consolidated bi-weekly billing statement.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The Fleet Charge statement may be paid via a P-Card, but there is a convenience fee charged at processing for this method of payment. The convenience surcharge is 3.25% for US Dollar (USD) payments and 5.25% for Canadian Dollar (CAD) payments. Other acceptable methods of payment are ACH, EFT, Automatic Draft and Check.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Navistar will invoices based upon current published pricing in the PL310 PDC and PL322 Direct Ship National Fleet price catalogs in effect at the time of transaction. This is the MSRP recommended for fleets with more than 500 power units. In addition, Navistar will provide additional product category discounts off of the base MSRP as included in the attachments.  NOTE: Navistar does not provide any price guarantee on Cores. Core pricing is not included in the MSRP price.
54	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.	Percentage discount will vary by product category, but ranges from 3% - 20% off MSRP.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Please note: This response is the same as Item 63. under Table 14. Rebate will be remitted to Sourcwell and not to individual members.  Navistar will provide Sourcwell a 2% rebate quarterly on all products sources from Navistar Parts Operations and purchased from International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the "Parts International" column of the bi-weekly Fleet Charge billing statement.
56	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.	All parts sold through the International Truck and IC Bus network are previously sourced. We do not anticipate a need to facilitate additional "sourced" products.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Navistar supplies parts to its dealer network for sale. All additional charges such as freight, or labor associated with part installation are negotiated directly with the associated dealership.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Navistar supplies parts to its dealer network for sale. All additional charges such as freight, or labor associated with part installation are negotiated directly with the associated dealership.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fleet Charge has participating dealers in Alaska, Hawaii, Puerto Rico and Canada. Navistar supplies parts to its dealer network for sale. All additional charges such as freight, or labor associated with part installation are negotiated directly with the associated dealership.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Navistar has the broadest dealer network coverage of any OEM across the United States and Canada with more than 1,000 touch points accepting the Fleet Charge program to guarantee parts program pricing.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	An individual municipality or school district qualifies for pricing based upon the size of their fleet. The pricing being offered to Sourcewell leverages the buying power of those individual entities as a whole, achieving immediate savings for municipalities or school districts with fewer than 500 power units on all proprietary parts purchases from the start (approximately a 15% savings between National Fleet pricing and Major Fleet pricing). Additionally, Sourcewell members will benefit from additional product category discounts ranging between 3-20% National Fleet. Finally, the Sourcewell Program will benefit compared to other buying group programs because of its specificity to municipalities and school districts. This enables us to provide payment terms of 30 days, whereas our standard for other buying group programs is 20 days.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Fleet Charge is Navistar's proprietary audit system. It is managed by a third-party transaction processor with specific expertise in managing custom pricing programs, transaction audit tracing and reporting. Data output from our transaction processor is transmitted to Navistar daily and is monitored by our Analysts to identify any possible anomalies. Our parts finance team reviews sales activity against rebate objectives on a monthly basis to ensure alignment with business objectives.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Please note: This response is the same as Item 55. under Table 11. Rebate will be remitted to Sourcewell and not to individual members.  Navistar will provide Sourcewell a 2% rebate quarterly on all products sources from Navistar Parts Operations and purchased from International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the "Parts International" column of the bi-weekly Fleet Charge billing statement.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Navistar distributes more than 2.5 million part SKUs from top-branded suppliers to its International Truck and IC Bus Dealer Network. In addition Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, driveline, cooling, fluids and chemicals, transmissions, trailer accessories, suspension, steering, HVAC and safety equipment through its Fleetrite brand of products.</p> <p>National Fleet pricing is guaranteed to Sourcwell members participating in the Fleet Charge program. In addition, percentage off National Fleet discounts will be provided at the point of sale according to product category as supplied in the pricing attachment.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Please reference the pricing attachment.

**Table 14B: 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.

Line Item	Category or Type	Yes/No *	Comments
66	Air Conditioning	<input checked="" type="radio"/> Yes <input type="radio"/> No	All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
67	Alternators, Starters, Batteries, Electrical and Ignition	<input checked="" type="radio"/> Yes <input type="radio"/> No	Products from Exide, Delco and Fleetrite are provided at 6-15% off National Fleet pricing. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
68	Bearings - Ball and Roller	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fleetrite brand clutch pilot and wheel bearings at 10% off national fleet. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
69	Belts, Hoses, Gaskets and Seals	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fleetrite belts provided at 15% off National Fleet. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
70	Brakes	<input checked="" type="radio"/> Yes <input type="radio"/> No	Bendix, International and Fleetrite branded brake shoes, drums, chambers and slack adjusters provided at 3-10% off National Fleet. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
71	Emission and Exhaust	<input checked="" type="radio"/> Yes <input type="radio"/> No	Fleetrite exhaust provided at 10% off National Fleet. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.

72	Engine and Drive Train	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 5-20% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
73	Filters – Oil, Gas, Air and Transmission	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 10-18% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
74	Heating and Cooling (Engine)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 3-12% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
75	Lamps, Lighting and Mirrors	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 5-12% on select product categories within Grote, Truck-Lite, Uptime and Fleetrite brands. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
76	Oils and Lubricants – Regular and Synthetic	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 5-12% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
77	Pumps – Fuel and Water	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 10-12% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
78	Suspension, Shocks, Struts and Steering	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 6-8% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.
79	Wipers/Washers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Discounts range between 8-10% on select product categories. Please reference parts pricing attachment. All product not otherwise outlined on the parts pricing attachment, supplied by Navistar to the International Truck and IC Bus Dealers will be subject to a 3% discount.

Table 15: Industry Specific Questions

Line Item	Question	Response *
80	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.	Sourcewell customers will all be registered users of Fleet Charge for payment audit and processing. This feature also allows us to pull invoice history by account and we can compare this against contract assumptions for compliance reports or as a way to show trends.

81	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	<p>Fleet Charge includes access to a web-portal which provides easy access to all invoice copies for up to three years and custom reporting capabilities to pull part-level, vin-level and location-level purchase information into .csv or .xml formats for data mining. Additionally, Sourcewell users can access their current account status and YTD savings information at any time.</p> <p>Navistar also offers a number of additional programs that can be made available to Sourcewell Members, such as Service Partner which streamlines communications between Sourcewell members and the dealerships for repair estimates and ensures service operations are billed within specified, guaranteed hours.</p> <p>Additional Programs Include:</p> <p>International 360 (I360) - A revolutionary service communications and fleet tool that puts all service information together in one site</p> <p>OnCommand Connection - Remote Diagnostics  Repair Advocate - Service Communications  Parts Information - VIN based parts Catalog and Online Parts Ordering  Service Information - Manuals &amp; Information  Service Partner - Standardized Estimates  Education Portal - Training Systems  Fleet Maintenance Tracking</p>
82	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Through customer use of Fleet Charge for transactions, we can make all purchase history available to our customers. The tool allows for convenient extraction of purchase history at the touch of a button.
83	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	<p>Navistar offers the "OnCommand Parts Information Powered by RepairLink" platform available for free to our customers.</p> <p>See Appendix B for our flyer. Our primary e-commerce tool is our OnCommand Parts Information powered by RepairLink. Below are some of the primary features: Free! No subscription required</p> <ul style="list-style-type: none"> <li>• VIN-Based Search</li> <li>• No Navistar login required (Contact your dealer for details)</li> <li>• New Intuitive design</li> <li>• Smart Device Enabled</li> <li>• Search and purchase aftermarket parts</li> <li>• Order online 24/7 with preferred dealerships</li> <li>• View best-in-class part illustrations and technical diagrams</li> <li>• Get real-time online order updates</li> <li>• Use on your tablet, mobile, or multi-browser</li> </ul> <p>RepairLink is the easiest way to facilitate e-commerce transactions with Sourcewell customers. Orders are serviced not by some regional hub but by the same local International Dealer Network who has material on the shelf and can provide immediate parts and service to our customers. We already have several government and municipal customers utilizing this tool today. The incorporation of a Sourcewell discount would be seamless for existing users. They could take advantage of the Sourcewell program and continue to make use of the RepairLink tool for their ordering needs.</p>
84	Identify the vehicle makes for which your offered parts are considered OEM.	<p>Navistar is the proud OEM and parts provider for vehicle models spanning a century. Below are the more commonly known models produced since 2000.</p> <p>4000 DuraStar  5000i PayStar  7000 WorkStar  8000 Trans Star  9000i  ProStar  LoneStar  HX Series  HV Series  LT Series  RH Series  MV Series  CV Series</p>
85	Identify the vehicle engine types for which your products are manufactured (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	Diesel

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

**Line Item 85. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

**Documents**

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - Financial Strength and Stability (optional)
  - Marketing Plan/Samples (optional)
  - WMBE/MBE/SBE or Related Certificates (optional)
  - Warranty Information (optional)
  - [Pricing](#) - Sourcewell\_MS RP\_20201014 (002).pdf - Thursday October 15, 2020 12:29:47
  - [Additional Document](#) - Sourcewell Files.zip - Thursday October 15, 2020 12:18:53



## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell 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 Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell 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 Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
  - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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 3_OEM Automotive Parts_RFP_101520</b> Fri October 9 2020 12:17 PM	<input checked="" type="checkbox"/>	2
<b>Addendum 2_OEM Automotive Parts_RFP_101520</b> Thu September 17 2020 04:16 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_OEM Automotive Parts_RFP_101520</b> Thu September 3 2020 01:48 PM	<input checked="" type="checkbox"/>	1