

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Autocar Truck, LLC/Autocar Industries LLC, 4680 Pinson Valley Parkway, Birmingham, AL 35215 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

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

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

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

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

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

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

### 3. PRICING

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

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected, if the damage cannot be reasonably repaired by the Supplier or its dealer. If the damage is not readily apparent at the time of delivery, or if the damage cannot be reasonably repaired by the Supplier or its dealer, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will then have a cure period of 45 calendar days to remedy the cause of nonconformity and resubmit the nonconforming Equipment or Products to Participating Entity for further inspection. Supplier shall keep Participating Entity informed on projected time frames for the full remedy if it will be longer than the 45 calendar days. If at the end of such further inspection the Equipment or Products still do not conform to the required standards, Participating Entity may conditionally accept the Equipment or Products by noting such items of nonconformity in writing to Supplier and negotiate for a reduction in the purchase price consistent with the degree of noted nonconformity. In the event of such cure period, Participating Entity shall cooperate in providing reasonable access to the Vehicles, data and technical assistance (if available) as required to develop and schedule repairs and related testing of modifications or repairs, if necessary, to assist Supplier in its correction of the defects or deficiencies in the Equipment or Products. Supplier will schedule repairs to minimize disruption, loss and inconvenience to Participating Entity, or if required, Supplier shall, at its expense, arrange for delivery of the Equipment or Products to Supplier's plant or authorized service center for repair or modification.

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

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

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

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

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

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

Supplier may request Equipment, Product, or Service changes, additions, or deletions up until the Equipment or Products are placed into Supplier's production schedule. After the Equipment or Products are placed into Supplier's production schedule, the Participating Entity cannot change, reduce, suspend, or, subject to Section 6.D., cancel delivery of the Equipment or Products without Supplier's written consent. All timely requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

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

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

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

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

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

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

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

Supplier's acceptable forms of payment are included in its attached Proposal, or maybe finalized by the Supplier, Supplier's authorized dealer, and Participating Entity upon finalization of the purchase. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone

agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;

- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to 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 Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

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

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

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

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



## 12. GOVERNMENT DATA PRACTICES

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

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

### A. INTELLECTUAL PROPERTY

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

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

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

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

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

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

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

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

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

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

#### **16. SEVERABILITY**

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

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

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

## **18. INSURANCE**

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

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

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

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

Minimum limits:

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

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

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

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

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

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

## 19. COMPLIANCE

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

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

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

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

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

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

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

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

Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

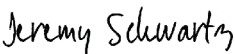
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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


## **22. CANCELLATION**

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

Sourcewell

Signed by:  
  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 11/11/2024 | 1:51 PM CST

Autocar Truck, LLC/Autocar Industries LLC

DocuSigned by:  
  
By: 81FA2730257C4EC...  
Hilton Diamond  
Title: CFO  
Date: 11/11/2024 | 1:24 PM CST

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

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## Vendor Details

Company Name: Autocar Truck, LLC  
Does your company conduct business under any other name? If yes, please state: Autocar Industries, LLC  
Address: 4680 Pinson Valley Parkway  
Birmingham, AL 35215  
Contact: Christian Spain  
Email: cspain@autocartruck.com  
Phone: 205-858-0173  
HST#: 36-4429858

## Submission Details

Created On: Tuesday March 12, 2024 11:10:41  
Submitted On: Thursday March 28, 2024 13:09:03  
Submitted By: Christian Spain  
Email: cspain@autocartruck.com  
Transaction #: d4b52f02-8508-44cc-9ae6-bb5c2c9837d4  
Submitter's IP Address: 12.70.246.2

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**Specifications**

**Table 1: Proposer Identity & Authorized Representatives**

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 1         | Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")  | Autocar Truck, LLC / Autocar Industries LLC  |
| 2         | Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.  | n/a  |
| 3         | Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.   | n/a  |
| 4         | Provide your CAGE code or Unique Entity Identifier (SAM):  | 127626245  |
| 5         | Proposer Physical Address:   | 4680 Pinson Valley Parkway, Birmingham, AL 35215   |
| 6         | Proposer website address (or addresses):   | <a href="http://www.autocartruck.com">http://www.autocartruck.com</a>  |
| 7         | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Hilton Diamond, CFO, 4680 Pinson Valley Parkway, Birmingham, AL 35215, <a href="mailto:hdiamond@autocartruck.com">hdiamond@autocartruck.com</a><br>or<br>Christian Spain, Sales Operations Manager, 4680 Pinson Valley Parkway, Birmingham, AL 35215, <a href="mailto:cspain@autocartruck.com">cspain@autocartruck.com</a> , 205.858.0173. |
| 8         | Proposer's primary contact for this proposal (name, title, address, email address & phone):  | Christian Spain, Sales Operations Manager, 4680 Pinson Valley Parkway, Birmingham, AL 35215, <a href="mailto:cspain@autocartruck.com">cspain@autocartruck.com</a> , 205.858.0173.  |
| 9         | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):   | Millard Williamson, VP of Sales and Operational Planning, 4680 Pinson Valley Parkway, Birmingham, AL 35215, <a href="mailto:mwilliamson@autocartruck.com">mwilliamson@autocartruck.com</a>   |

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 10        | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.  | <p>Autocar was founded in 1897 as a "tech startup" in Pittsburgh and is the oldest automotive OEM in the Western Hemisphere. Autocar quickly became an innovative pioneer in the new automotive industry and built America's first motor truck in 1899. Many new technologies not commonplace were introduced by Autocar. These include ceramic coated spark plugs, drive shafts and oil circulation through an engine. Autocar #1 is in the Smithsonian National Museum of American History.</p> <p>Autocar's dedication to meeting severe-duty customers' needs led to leadership in building diverse trucks, including refuse for waste haulers all across the United States. Autocar was among the first to build trucks capable of handling dumpsters during the 1930's. Autocar built an entire fleet of early elevator body trucks for New York City, the precursors to today's compactor bodies. Autocar was also an innovator in engines and introduced some of the earliest trucks powered by reliable, high-torque Cummins Diesel engines. For the past 23 years, Autocar has been 100% American-owned by GVV Group and every Autocar is built by hand at our facilities in Birmingham, Alabama and Hagerstown, Indiana.</p> <p>Today, Autocar is the only American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on customers. We don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their objectives. Autocar is different. Our success competing against companies 100 times our size comes is driven by our different approach to our business and our customers. Our guiding principal is simple and is posted everywhere around our facilities - "The Customer is our Boss". We have shaped every business activity in Autocar to make this principal a reality.</p> <ul style="list-style-type: none"> <li>- We define our customers differently</li> <li>- We build relationships with our customers differently</li> <li>- We work with and sell to our customers differently</li> <li>- We specify our trucks differently</li> <li>- We custom-engineer our trucks differently</li> <li>- We build our trucks differently</li> <li>- We provide service, training and warranty support differently</li> <li>- We innovate our product improvement differently</li> </ul> <p>As a result, Autocar has earned the privilege of serving hundreds of customers including most major cities in the US and Canada, such as Chicago, Los Angeles, Houston, Miami, Baltimore and Charlotte. We serve most national waste-hauling fleets and many of the largest retailers, food manufacturers and freight logistics companies in North America. Our slogan, Always Up®, isn't just some fancy promise - it is a state of mind. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their business and stay in service. Always Up also means our Autocar Solutions® 24/7 service center solves our customers' technical issues and coordinates our network of hundreds of authorized service centers across the US and Canada.</p> |
| 11        | What are your company's expectations in the event of an award?  | <p>Autocar Truck with a Sourcewell contract will continue to market, sell and service class 6, 7 and 8 truck chassis. We intend to grow the business each year from the contract we currently hold by expanding into our newer markets but also standardizing education of our distributors and sales team. We will be engaging Mr. Mike Domin for classroom style seminars with our teams in person or over Microsoft Teams to ensure all aspects and ways to use Sourcewell are used. Just in the last 2 weeks, we have 2 municipalities seeking vocational trucks through Sourcewell. This is the kind of growth in these lower market share areas we are pushing into and are excited to have Sourcewell as a partner in this next chapter of our company.</p>  |
| 12        | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.  | <p>Autocar, LLC / Autocar Industries, LLC are private, closely held affiliated companies that maintain a policy of not disclosing financial statements. These affiliated companies are owned by Andrew Taitz Entities and the Autocar Management Team.</p> <p>The Autocar, LLC Company officers are:<br/>         Andrew Taitz - CEO<br/>         James M. Johnston - President<br/>         Hilton Diamond - CFO<br/>         Jeffrey Leeb - General Counsel and Secretary</p> <p>In 2023 the companies reflected net sales in excess of \$600 million and total assets in excess of \$220 million with no long term debt. The company continues to be cash flow positive and profitable. See attached "Autocar Credit Reference Letter".</p>  |
| 13        | What is your US market share for the solutions that you are proposing?  | <p>Our ACTT product has approximately 25% market share in the terminal tractor business.</p> <p>Our ACX product has approximately 25% of the cabover refuse market.</p> <p>Our DC and ACMD products have less than 5% of market share in their vocations. These two products are our highest growth areas.</p>  |
| 14        | What is your Canadian market share for the solutions that you are proposing?  | <p>In Canada, our market share is approximately 30% for the cabover refuse market. Within our vocational line, our market share is less than 5%. This is where we hope to expand the most in the future.</p>  |
| 15        | Has your business ever petitioned for bankruptcy protection? If so, explain in detail.  | <p>No.</p>  |
| 16        | <p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p> | <p>Manufacturer</p> <p>B) Autocar is a medium and heavy duty truck manufacturer with both employees and third party dealers who sell trucks, service trucks and sell truck parts. Autocar and its part affiliate truck sales, parts sales and field service teams who are assigned to and cover specific territories and travel the entire US including Alaska and Hawaii as well as Canada. We also have inside sales and customer service teams located in Alabama and Indiana as well as parts distribution centers in Kentucky, Pennsylvania, California and Canada. Autocar does not own any dealerships but instead has written sales and service agreements with independent third party truck dealerships in all 50 states and all provinces of Canada. Contained in these agreements we have certain operational requirements including sales agreements, warranty repairs and use of Autocar's trademarks. Autocar has the ability to use all these channels to sell, service and market in all 50 states and provinces of Canada.</p> <p>Autocar will keep its dealers informed regarding the use and authorization to accept purchase orders pursuant to any contract resulting from this RFP, should Autocar be awarded this contract.</p>   |
| 17        | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.   | <p>As a motor vehicle manufacturer, Autocar is required to be and is registered with the U.S. National Highway Transportation Safety Administration (NHTSA) and Transport Canada (TC) and obtains World Makers Identifiers (WMI's) it uses in the creation of Vehicle Identification Numbers(VIN's). Autocar certifies its products compliance with NHTSA and TC regulations as well as Green House Gas regulations, OSHA, EPA and CARB.</p>  |
| 18        | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.  | <p>None.</p>  |

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

| Line Item | Question  | Response *  |
|-----------|---|---|
| 19        | Describe any relevant industry awards or recognition that your company has received in the past five years  | Autocar maintained production throughout the Covid-19 pandemic which ensured continued product delivery to essential industries. For refuse specifically, our continued deliveries during this time allowed the necessary infrastructure in multiple regions to continue operating.<br><br>For 2021, Autocar received Equipment Today's Top 50 New Products award.<br><br>For 2022, Autocar received CEO Bulletin's 50 Most Admired Companies to Watch award. |
| 20        | What percentage of your sales are to the governmental sector in the past three years  | Certain product lines naturally carry more government sales. Our ACX cab over truck has 21% of sales going to the governmental sector. Our DC conventional cab has 4% of sales going to the governmental sector. Our ACMD medium duty has 28% of sales going to the governmental sector. Our ACTT terminal tractor has 8% of sales going to the government sector. All in the last 3 years.   |
| 21        | What percentage of your sales are to the education sector in the past three years   | Less than 1%. Our only sale in 2023 is for 1 unit to the Riverside Unified School District. For 2022 we had 1 unit sold to San Ramon Valley Unified School District.  |
| 22        | List any state, provincial, or cooperative purchasing contracts that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years?          | We only have Sourcwell as a purchasing partner and our average annual volume over the past 3 years for sales purchased via Sourcwell is approximately 30.8M USD.  |
| 23        | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.<br><br>What is the annual sales volume for each of these contracts over the past three years? | Autocar only holds Sourcwell contract 060920-ATC.<br><br>Some of the contracts our distributors hold are:<br>Florida Sheriff's Bid<br>Texas Buy Board<br>HGAC (Texas)<br>VIP Voucher program in New York City   |

**Table 4: References/Testimonials**

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

| Entity Name *  | Contact Name *  | Phone Number * |
|--|-----------------|----------------|
| Miami-Dade County<br>Fleet Management Division<br>Department of Solid Waste Management<br>8831 NW 58 St.<br>Doral, FL. 33178 | Ray Llerena     | 305-514-6332   |
| City of Panama City, FL<br>Environmental Services Division   | Shane Daugherty | 850-872-3178   |
| City of Florence, AL<br>Sanitation   | David Koonce    | 256-760-6495   |
| City of Sacramento, CA   | Bobbie Small    | 916-808-6711   |

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

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name                | Entity Type * | State / Province * | Scope of Work *        | Size of Transactions * | Dollar Volume Past Three Years * |
|----------------------------|---------------|--------------------|------------------------|------------------------|----------------------------------|
| City of San Diego          | Government    | California - CA    | Solid Waste Management | 111 units sold         | ~23M USD                         |
| County of Sacramento-South | Government    | California - CA    | Solid Waste Management | 55 units sold          | ~11M USD                         |
| City of San Antonio        | Government    | Texas - TX         | Solid Waste Management | 51 units sold          | ~10M USD                         |
| City of Sacramento, CA     | Government    | California - CA    | Solid Waste Management | 52 units sold          | ~10M USD                         |
| City of Dallas             | Government    | Texas - TX         | Solid Waste Management | 47 units sold          | ~9M USD                          |

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

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question  | Response *  |
|-----------|---|---|
| 26        | Sales force.  | <p>We have 3 sales teams that cover our product lines. The first team focuses on our terminal tractor (ACTT) line. The second team focuses on the refuse sector which is our largest vocation (ACX, DC and ACMD products). The third team focuses on all other non-refuse vocations (ACX, DC and ACMD products). These teams are supported by inside sales teams that are there functional liaison to other groups such as operations, engineering, etc.</p> <p>For our Canadian market, the regional manager is Mr. Ron Meredith. He covers all vocations for the Canadian region. He is based in Alberta.</p> <p>For the refuse market, we have a sales team that is divided by sales regions. For the west coast, Mr. Manny Perez is the sales manager. For the Midwest region, Mr. Todd Weathers is the sales manager. For the Mideast region, Mr. Rob Corrado is the sales manager. For the Southeast region, Mr. Ross O'Malley is the sales manager. For the Northeast region, Mr. Bobby Dininni is the sales manager. We also have national fleet accounts on the refuse team and these accounts are managed by Mr. David Wright, Mr. Derek Trimble and Dr. Cliff Buck. The refuse team is led by VP of Refuse Tim Thornton.</p> <p>For our vocational team, Mr. David Charles manages the West coast. For the Midwest region, Mr. Mike Sullivan is our sales manager. For the Mideast region, Mr. Danny Thomas is our sales manager. For the Midnorth region, Mr. Scott Horvat is our sales manager. For the Northwest region, Mr. Tom Doyle is our sales manager. For the East coast, Mr. Kevin Odenwelder is our sales manager. For the Southeastern region, Mr. Bill Aichholz is our sales manager. Mr. Bruce Mochrie is a senior sales manager that focuses on dealer network support and supporting the sales team. The team is led by the VP of Vocational Sales, Mr. Erik Eldridge.</p> <p>Our terminal tractor (ACTT) program is led by Mr. Matt Diehl. There are four sales managers for national accounts, one sales manager for retail sales and two managers for dealer sales. The national accounts team is also supported by Mr. Mark McGrew.</p> |
| 27        | Dealer network or other distribution methods.   | <p>We have dealer networks spread across the US and Canada. Autocar distributor network consists of over 450 distributors which 97 are selling dealers located in the US and Canada. Our direct sales force works with them as well as direct with customers to promote and service Autocar products.</p>   |
| 28        | Service force.  | <p>Our service force is led by our Chief Experience Officer (CXO) Craig Antonucci. Under Craig, there are warranty teams, service teams and customer service teams. The software backbone of our service team is our Solutions system. This is an organized, data driven system that allows customers to get their issues in front of an expert quickly. In this system, problems are detailed and actioned by support staff. There is a trail of every detail that was worked on during a customer issue. This not only prevents wasted work, but allows accurate data collection to continuously improve our products and processes. If a customer issue cannot be resolved over the phone, our service technicians do travel to locations and provide hands on support.</p> <p>Our service technicians are all educated in house, from our own program and instructors that train them to troubleshoot our vehicle platforms. For more information on Autocar training, see attachment "Autocar Training Requirements".</p>  |
| 29        | Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.   | <p>Orders are processed through dealerships. We have a browser based software, ADNet III that is our proprietary ordering platform. On this platform, distributors or Autocar sales reps can build the truck spec that the customer desires and this will generate a quote. The quote is then reviewed by our internal teams and after review a price is generated. This price is shared with the dealer and sales rep who can then go and give a final price to the customer. Our price is not the final price as dealers will have locally sourced options that are added to the invoice such as truck body, accessories, etc.</p>  |
| 30        | Describe in detail the process and procedure of your customer service program, if applicable.<br><br>Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.  | <p>We support our customers differently than anyone in the industry. Customers or any one of our dealers have access through our website (www.autocartruck.com) to the Autocar Solutions portal. We respond within 5-15 minutes during normal hours (7-7 EST) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether it is diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just during the standard warranty period. A ticket is opened when the request comes in and does not close until the truck is repaired and able to go back to work. All steps are documented and time needed to repair the vehicle. This is free of charge to all Autocar customers. Always Up means we support the owners of trucks, keep them working and repaired faster when needed.</p> <p>As detailed in line 28, the core of our service system is our Autocar Solutions system. This is online via our website at autocartruck.com. The solutions team's primary metric is maintaining a response time of 5 minutes or less on any issue received during business hours. They have accomplished this in 95% or greater of cases. The solutions team is also graded on overall resolution time of issue. There are 20 technicians in various roles within the company that address customer issues both over the phone/computer and in person in case of an escalation.</p>  |
| 31        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.  | <p>Sourcewell is discussed as a buying option with all of our customers. While it is not always used by the customers, we do always mention that we do have a Sourcewell contract and that potential buyers can purchase through the Sourcewell platform. We regularly obtain quotes from customers who found us on the Sourcewell database as well. Just this week we began working with a municipality in North Carolina to possibly help them obtain a fuel tanker truck for their airport.</p>  |
| 32        | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.   | <p>Mike Domin and I have recently discussed this. After the contract renewal, I plan to have Mike meet with our Canadian Sales Manager, Mr. Ron Meredith, to discuss how we can further expand into Canada.</p>   |
| 33        | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.  | <p>There are no areas in the US or Canada that are off limits to us. We also have customers on Pacific islands such as Guam.</p>  |
| 34        | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.<br><br>Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | <p>None, Autocar operates and sells in all 50 states in the US and all provinces of Canada.</p>   |
| 35        | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.  | <p>We do not have any restrictions.</p>   |



**Table 7: Marketing Plan**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 36        | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | The bulk of our marketing of Sourcewell opportunities is done person to person by our sales and dealer force. Both parties are aware that Sourcewell is a powerful tool for us to obtain business in many venues. We do plan to have some cross-functional training with our dealers and Mike Domin after this RFP clears for 2024. See attached Marketing   |
| 37        | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.  | We use multiple social media platforms for our advertising. Facebook, X, LinkedIn and YouTube. Our marketing team also works with our solutions team to periodically poll our customers to ensure we are delivering the highest quality trucks and support.<br>Autocar features Sourcewell members in many of its social media posts, celebrating their successes. Some of these Sourcewell members are also featured in Autocar's annual printed calendars which are distributed to thousands of truck owners and operators. This underscores Autocar's commitment to the municipal market and generates new leads from incremental municipal customers. Autocar encourages these customers to leverage their Sourcewell membership in purchasing, including encouraging them to join Sourcewell if they are not yet members. |
| 38        | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?<br><br>How will you integrate a Sourcewell-awarded contract into your sales process?                         | For Autocar, Sourcewell is a very powerful tool. We are a small company that values the removal of waste and creating efficiency. The Sourcewell process we use is efficient and saves time for our customers. Overall, it facilitates the business interaction between us and a potential customer. It ensures to the customer a level playing field, and customers know they are getting the best pricing. We also are frequently found by potential customers within the Sourcewell catalog. Just this week, the city of Memphis, TN reached out to us to acquire a concrete mixer. As far as sales process integration, Sourcewell is discussed at every possible sale where it is an option.  |
| 39        | Are your products or services available through an e-procurement ordering process?<br><br>If so, describe your e-procurement system and how governmental and educational customers have used it.     | Autocar chassis are custom engineered for our customers. The trucks must be correct for the job required so we do not have an e-procurement process as we must understand the the spec from the customer and ensure we build the correct truck for their application. This would not be possible with a traditional e-procurement platform.  |

**Table 8: Value-Added Attributes**

| Line Item | Question  | Response *   |
|-----------|---|--|
| 40        | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities.<br><br>Include details, such as whether training is standard or optional, who provides training, and any costs that apply.                             | Autocar provides anyone interested in its products unlimited online free training for all product lines. We offer both live webinars and LMS-style pre recorded classes. for diagnostic, service and operation of vehicles. We offer training for all powertrain versions as well - diesel, CNG and EV. Live classes have the schedule posted on our training platform at autocartruck.com/training. Upon completion of classes, certificates are provided in the majority of cases. For more information, see attachment "Autocar Training Requirements".   |
| 41        | Describe any technical advances that your proposed products or services offer.  | Our optional ADAS system is our proprietary driver assistance system. It contains the following components - Forward Collision Warning, Automatic Emergency Braking, Pedestrian Braking, Lane Departure Warning, Traffic Sign Recognition, Dual Blind Spot Detection and City Turn Assist.<br><br>Our proprietary Smart Dash also has the following to offer drivers - No distraction mode, Load sensing diagnostics, Integrated Schematics and 3D Models.<br><br>Our trucks also feature premier parts installed such as SGX6 battery cables standard, optional fire sleeve for coolant and DEF lines, optional Power of One integration, and as a standard our customer receive 3 years of our Telematics system which provides real time status of vehicle and location to customers. |
| 42        | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.   | We are proud to offer Cummins engines that are at the forefront of emissions cleanliness. We offer engines with both CARB (California Air Resources Board) and EPA certifications.<br><br>Our CNG powertrains are near zero emissions and also more cost-effective on fueling. These are offered in both EPA approved and CARB approved applications.<br><br>Our ACTT and ACX trucks with EV powertrains are zero emissions. Our ACTT EV is available for purchase now and our ACX EV is currently in its pilot phase but will be available for purchase in 2025.<br><br>We are also excited to announce a new partnership with GM in which our class 8 DC platform will be available with hydrogen fuel cells in 2026.  |
| 43        | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Autocar is certified with the EPA Clean Air Act. All of our powertrains carry the highest level of emissions compliance. We offer CARB approved clean idle options, EPA clean idle options and our zero emissions EV applications.<br><br>Our class 8 cabover ACX is currently in pilot testing for the EV with our vehicles performing best in class for our current field testing.<br><br>See attachment "EPA and CARB certificates".  |
| 44        | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.    | We do not collect this type of data from our distributors typically.<br><br>EW Truck in San Diego, one of our distributors is a Woman owned Business (WMBE).<br><br>Chastang Ford located in Houston, Texas is a certified Historically Underutilized Business (HIB) and is also an MBE as recognized by Houston Minority Supplier Development Council.  |
| 45        | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?  | Autocar is the only truck manufacturer that is 100% American owned and builds all of its trucks in the US. every Autocar truck is hand built by our skilled team members in Birmingham, Alabama and Hagerstown, Indiana. Next, Autocar is the only major American truck manufacturer focused on trucks for severe duty applications. Above all, Autocar is focused on our customers. The Customer is Our Boss. We don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their objectives. The truck a customer orders is always specifically designed to the job that customer is doing.  |

**Table 9A: Warranty**

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

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 46        | Do your warranties cover all products, parts, and labor?   | Autocar's warranty covers parts and labor for all components and parts installed by Autocar. For details please refer to the warranty certificates attached for each product line.   |
| 47        | Do your warranties impose usage restrictions or other limitations that adversely affect coverage?  | Autocar does not impose any unusual restrictions on warranty coverage outside maintenance items and abuse covered in our warranty certificate. Autocar's customer service team supports the provision of both warranty support and post-warranty support.  |
| 48        | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?  | Autocar customer support will assist in warranty support whether it is with our field personnel repair a problem directly, assisting the customer in repairing the vehicle through free smart phone video or managing and assisting the distributor in the repair. As a policy, we do not automatically cover travel time to perform repairs but assist in repairs to limit any travel time required.  |
| 49        | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?<br><br>How will Sourcewell participating entities in these regions be provided service for warranty repair? | If Autocar finds a remote location where we are not able to provide a viable option for a certified technician to repair the vehicle Autocar has live 24/7 tech assistance, remote diagnostic, video apps and training. We often set up remote locations with in-house warranty, ship parts free of charge and reimburse at in house labor rate. With live support and remote diagnostics many of our remote customers find this a better solution to repair their Autocar vehicles. |
| 50        | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?   | Autocar covers any component installed as part of the original equipment and spelled out in our warranty certificate. Drivetrain components such as Cummins engines and Allison transmissions are part of our agreement and spelled out in our certificate. These are administered through our authorized Autocar service centers.   |
| 51        | What are your proposed exchange and return programs and policies?  | While under warranty if the member decides they would like to do in-house warranty through our Solutions system, and are qualified to do so we will ship the replacement part(s) direct to the member and inform them if the return is required. This is something unique Autocar offers directly to our customers as we give them the option of doing what serves their needs the best.   |
| 52        | Describe any service contract options for the items included in your proposal.   | Autocar does not directly offer service contracts as a manufacturer however most of our nationwide authorized centers do offer service contracts and can quote that directly to members.   |

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 53        | Describe your payment terms and accepted payment methods.  | Our terms are net 15 days to our distributor and as the nature of our product terms for payments can range from 15 days to 210 days for Sourcewell members. The distributor will list out any terms and interest charges to the Sourcewell member that go beyond 15 days depending on which terms the member requests. |
| 54        | Describe any leasing or financing options available for use by educational or governmental entities.   | Our extensive distributor network locations have a multitude of finance options for Sourcewell members ranging from Municipal lease to straight forward finance options. Distributors will help the members to find the option best suited for their needs.  |
| 55        | Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response. | We have a standard form for creating Sourcewell quotes for our chassis. This form is uploaded to this submission.  |
| 56        | Do you accept the P-card procurement and payment process?<br><br>If so, is there any additional cost to Sourcewell participating entities for using this process?  | We do not accept P-card payments.  |

**Table 11: Pricing and Delivery**

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 57        | Describe your pricing model (e.g., line-item discounts or product-category discounts).<br><br>Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.                              | Our pricing is calculated in live time at time of order placement. This is calculated in a standard manner of part cost, business operating cost, etc. While we are able to provide the base model prices, due to complexity of our trucks we cannot provide a finite list of all costing possibilities. See attached "Base pricing". All pricing is per published MSRP in our order configurator (ADNet III).<br><br>All Sourcewell members will receive 20% off the list price that is calculated by our standard costing model. |
| 58        | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.   | Sourcewell member pricing will be 20% off list pricing. This will be on all published Autocar options.   |
| 59        | Describe any quantity or volume discounts or rebate programs that you offer.   | There are times when Autocar can realize savings based on volume orders in which case the savings would be in addition to the standard discount offered to members. Autocar would pass on any manufacturer's rebate programs that would come up during the course of the contact to the member. Any cost reductions from such programs will be passed onto the member.   |
| 60        | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.   | Autocar will provide any sourced products not available direct from Autocar at cost with no markup.  |
| 61        | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.<br><br>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. | Autocar includes factory PDI to be done at a local distributor and is included in the pricing. Autocar training is also offered at no cost to the member for the life of the vehicle. The member is free to add local fuel, set up, etc. and it would be considered a locally sourced option and the cost would be added without mark up.  |
| 62        | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.   | Autocar utilizes equalized freight in North America for all products which is listed at \$2,550 on the price sheet for the first ship. For the ACTT, these can be DOT legal and customer may choose to pick them up themselves.  |
| 63        | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.  | Autocar will provide a quote at cost should any chassis need to be shipped direct to the end customer and not a body builder. Since nearly all Autocar chassis are shipped to a body builder for upfit the equalized freight program will cover the first ship to the body builder.  |
| 64        | Describe any unique distribution and/or delivery methods or options offered in your proposal.  | As part of the equalized freight program, Autocar will ship to the first point at the equalized rate. This is usually the body upfitter and delivery from the body upfitter to the end customer or the Autocar distributor would be handled by the body distributor. Autocar does include and will pay for the PDI at the local distributor but freight to the distributor in most cases will be the responsibility of the body company.   |

**Table 12: Pricing Offered**

| Line Item | The Pricing Offered in this Proposal is: *                          | Comments  |
|-----------|---|---|
| 65        | d. other than what the Proposer typically offers (please describe). | Autocar is offering a discount off the base price and all published options which is better than typical GPO's that normally offer discounts off of just the base models. |

**Table 13: Audit and Administrative Fee**

| Line Item | Question   | Response *   |
|-----------|--|--|
| 66        | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.<br><br>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.<br><br>Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. | We currently work with Jill Park for our quarterly reporting. We share our quarterly Sourcewell sales data and calculate our administrative fees owed to Sourcewell from this data (Currently \$1,000.00 per truck sold). Our sales software has a Sourcewell category for sales that are conducted through the Sourcewell process so we can easily identify Sourcewell-based sales. Our standard form for Sourcewell quotes is calculated to only have the list price input and the 20% Sourcewell member discount is automatically calculated from this form. See attached form. |
| 67        | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.  | Our past sales history verifies that Sourcewell is essential to our success. Sourcewell is mandatory in our municipal refuse market and will also be used as we expand into municipal dump truck and vocational truck sales. Our sales teams meet every Friday for sales metrics reviews and we look at all accounts, regions and markets. We manage our sales data on the Zoho platform which catalogs data in live time and provides real time dashboards for our sales team.  |
| 68        | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.<br><br>(See the RFP and template Contract for additional details.)  | Autocar proposes continuing the \$1,000 fee for each truck unit sold for the use of the contract.  |

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

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

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

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

| Line Item | Question   | Response *   |
|-----------|--|--|
| 70        | Provide a detailed description of the equipment, products, and services that you are offering in your proposal.                                  | <p>Autocar produces heavy duty trucks across four product lines. First, our ACTT is our terminal tractor which primarily serves the logistics world. Second, our ACX is our traditional cab over engine model which serves primarily the refuse market but also other vocations on occasion. Our DC product line has a balanced representation across multiple vocations - refuse, concrete, tractors, roll-offs, dump trucks, tankers, etc. Our ACMD is our medium duty platform and also serves a variety of fields such as refuse, roll-offs, street sweepers and tankers.</p> <p>We do work directly with body companies and customers to ensure our platforms are able to best accommodate the bodies. We also have an engineering integration team that works with our design team to place parts on our trucks in specific locations in order to easier integrate the bodies.</p> <p>Regarding powertrain choices we provide 2 version of ICE engines. We have the traditional diesel engine as well as the near zero emissions CNG (compressed natural gas) engines. The CNG engines are extremely emissions efficient and cheaper on fuel costs than diesel engines. Our ACTT platform has a 3rd option which is a full EV powertrain. Our ACX platform has an EV powertrain currently in pilot testing and we are currently performing highest in our vehicle class. This EV will release to customers in 2025 in regions across the US and Canada.</p> <p>For 2026, we are in a strategic partnership to release a hydrogen fuel cell powertrain in our DC product line. This is based on a partnership between Autocar and GM. This technology is currently in the development phase and will help serve customers needing an emissions efficient vehicle with limited access to EV resources.</p> |
| 71        | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.         | Refuse, Dump Trucks, Construction, Roll-Offs, Tractors, Concrete Mixers, Fuel tankers, Paint Strippers, Street Sweepers, Stake Bodies, Concrete Pumps, Cranes, Wreckers.   |
| 72        | Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety. | <p>Autocar all steel cabs are strongest in the industry providing the highest crush rating. Autocar provides best driver visibility with sharpest turning radius resulting in less backing events. The unique Autocar variable drop frame is strongest in the industry putting the strength where it is needed most. We review weight distributions on all truck and body combinations to ensure safe and legal cab refuse tools.</p> <p>Autocar chassis manufacturing includes multiple quality gates throughout the process to verify the integrity of the chassis. All cabs undergo electrical and pneumatic operations check before installation. All chassis must pass all quality checks before leaving our factory.</p> <ul style="list-style-type: none"> <li>- All chassis have wheels aligned</li> <li>- All chassis are brake tested per axle</li> <li>- All chassis are dyno tested</li> <li>- All chassis are road tested</li> <li>- All chassis receive a PDI (Pre-Delivery Inspection) before leaving our factory</li> <li>- All chassis receive a PDI after the body installation is complete</li> </ul> <p>These steps ensure that Autocar provides the safest and highest uptime tools to Sourcewell members.</p> <p>Our ADAS system on our ACX platform is a safety system that assists in braking and crash avoidance. An advanced radar system helps detect accidents before they happen and can apply brakes to avoid a collision.</p>   |
| 73        | Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.  | <p>We support our customers differently than anyone in the industry. Customers or any one of our distributors have access through our website (www.autocartruck.com) to the Solutions portal. We respond quickly and the response is direct from our service team designed to support the customer in anything they need, whether diagnostic help, wire diagrams, parts, etc. This coverage lasts for the life of the truck not just the warranty period.</p> <p>Our quality policy is "Always Up" and that drives serviceability of our vehicles. We view our vehicles as a tool that our customers use to do their jobs every day and those tools should be ready to work with no downtime. Our vehicles are made with as many off the shelf parts as possible to simplify replacement of serviceable parts. Our ICE powertrains are Cummins engines and Allison transmissions which not only very reliable, but also have their own respective service centers and professionals who work alongside us to resolve any customer issues should they arise. Our smart dash system inside the cab allows owners to monitor their vehicles in live time and understand how their vehicles are performing. The customer can see fuel economy, travel routes/times, performance, engine and transmission diagnostics, etc.</p>   |

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

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

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

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

| Line Item | Category or Type   | Offered *  | Chassis Type (ICE and/or BEV)               | Comments   |
|-----------|--|--|---|--|
| 74        | Class 4 chassis  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Internal Combustion Engine fuel types (ICE) | No Class 4 chassis offerings.                              |
| 75        | Class 5 chassis  | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Internal Combustion Engine fuel types (ICE) | No Class 5 chassis offerings.                              |
| 76        | Class 6 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Our ACMD platform is offered in a Class 6 non-CDL version. |
| 77        | Class 7 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Internal Combustion Engine fuel types (ICE) | Our ACMD is offered in Class 7.                            |
| 78        | Class 8 chassis  | <input checked="" type="radio"/> Yes<br><input type="radio"/> No | Both Chassis Types (ICE and BEV)            | ACMD, ACTT, ACX and DC are offered in Class 8.             |
| 79        | Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis | <input type="radio"/> Yes<br><input checked="" type="radio"/> No | Internal Combustion Engine fuel types (ICE) | n/a  |

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

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

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

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

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

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

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

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

**Documents**

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

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

- [Pricing](#) - Base pricing.pdf - Wednesday March 27, 2024 14:00:03
- [Financial Strength and Stability](#) - Autocar Credit Reference letter.pdf - Wednesday March 27, 2024 13:38:03
- [Marketing Plan/Samples](#) - Marketing.zip - Wednesday March 27, 2024 13:56:48
- [WMBE/MBE/SBE or Related Certificates](#) - EPA and CARB certificates.zip - Thursday March 28, 2024 08:29:47
- [Warranty Information](#) - Warranties.zip - Wednesday March 27, 2024 12:33:11
- [Standard Transaction Document Samples](#) - Autocar Sourcewell quote template.pdf - Wednesday March 27, 2024 14:31:53
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Autocar Training Requirements.pdf - Wednesday March 27, 2024 14:38:42

**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

Yes  No

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

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

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