

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Mack Trucks, Inc., 7825 National Service Road, Greensboro, NC 27409 (Vendor).

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

Vendor desires to contract with Sourcewell to make available for purchase through its participating independent authorized dealers equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will make available for purchase through its participating independent authorized dealers the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

B. **WARRANTY.** Vendor's warranty for the Equipment, Products, and Services furnished will be as stated in the written warranty document provided to a Participating Entity at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

- Maintenance and management of this Contract;

- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

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

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

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

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn:

Accounts Receivable.” Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. AUDITS**

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

## **13. GOVERNMENT DATA PRACTICES**

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

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

## **14. INDEMNIFICATION**

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

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

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

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

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

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

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

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

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

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

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

## 16. GOVERNING LAW, JURISDICTION, AND VENUE

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 60 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute.

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated

or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor'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, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcwell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by

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

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

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

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

## **21. COMPLIANCE**

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

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

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

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

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

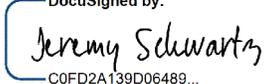
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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

#### **24. CANCELLATION**

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

\*\*\* Signature Page Follows \*\*\*

Sourcewell

DocuSigned by:  
  
 C0FD2A139D06489...  
 By: \_\_\_\_\_  
 Jeremy Schwartz  
 Title: Director of Operations &  
 Procurement/CPO  
 8/14/2020 | 11:29 AM CDT  
 Date: \_\_\_\_\_

Mack Trucks, Inc.

DocuSigned by:  
  
 6DB295A6AB04410...  
 By: \_\_\_\_\_  
 Jonathan Randall  
 Title: VP Sales & Marketing  
 8/14/2020 | 11:08 AM CDT  
 Date: \_\_\_\_\_

Approved:

DocuSigned by:  
  
 7E42B8F817A64CC...  
 By: \_\_\_\_\_  
 Chad Coauette  
 Title: Executive Director/CEO  
 8/14/2020 | 11:32 AM CDT  
 Date: \_\_\_\_\_

# RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

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## Vendor Details

Company Name: Mack Trucks  
Does your company conduct business under any other name? If yes, please state: No  
Address: 7825 National Service Rd.  
Greensboro, North Carolina 27409  
Contact: Scott Miller  
Email: scott.miller@macktrucks.com  
Phone: 336-662-7683  
Fax: 336-291-9102  
HST#: 52-1582040

## Submission Details

Created On: Monday April 20, 2020 09:39:05  
Submitted On: Tuesday June 09, 2020 07:58:55  
Submitted By: Scott Miller  
Email: scott.miller@macktrucks.com  
Transaction #: dc05678d-77e6-4c6e-8755-b9a4476ba1ce  
Submitter's IP Address: 168.149.137.3

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## Specifications

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

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Mack Trucks, Inc.
2	Proposer Address:	7825 National Service Road, Greensboro, NC 27409
3	Proposer website address:	www.macktrucks.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jonathan Randall, VP Sales & Marketing. 7825 National Service Road, Greensboro, NC 27409 jonathan.randall@macktrucks.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Scott Miller - Manager, Sales Development. 7825 National Service Road, Greensboro, NC 27409 scott.miller@macktrucks.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Darren Jones, Director Pricing, 7825 National Service Road, Greensboro, NC 27409 Darren.Jones@macktrucks.com  Edward Schnake, Manager, Pricing. 7825 National Service Road, Greensboro, NC 27409 edward.schnake@macktrucks.com

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

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Dedicated to durability, reliability and meeting the needs of customers, Mack Trucks has provided purpose-built transportation solutions since 1900. Today, Mack Trucks is one of North America's largest producers of heavy-duty trucks, and Mack® trucks are sold and serviced through an extensive distribution network in more than 45 countries. Mack trucks, diesel engines and transmissions sold in North America are assembled in the United States.</p> <p>Mack Trucks is part of the Volvo Group, which is driving prosperity through transport solutions by offering trucks, buses, construction equipment, power solutions for marine and industrial applications, financing and services that increase customer uptime and productivity. Founded in 1927, the Volvo Group is committed to shaping the future landscape of sustainable transport and infrastructure solutions. The Volvo Group is headquartered in Gothenburg, Sweden, employs 104,000 people and serves customers in more than 190 markets. In 2019, net sales amounted to about \$45.7 billion.</p>
8	What are your company's expectations in the event of an award?	<p>Mack Trucks expects to gain market share within the segments that Sourcewell has customers. Mack Trucks has traditionally tracked a defined "municipal" market share and has placed much focus on these municipal products and customers. For example, the company services Class 8 truck chassis in a segment called CST&gt;10L for which Mack Trucks reports a current 14.7% market share. While 14.7% is respectable, Mack Trucks strives to be Number 1 in market share and customer satisfaction within this important segment. In addition to the Class 8 chassis, Mack Trucks now offers expanded products for these same educational, government agency, and non-profit customers with its newest offerings in Class 6 and Class 7 chassis. The company expectations in all segments of its business is always to meet customer demands and grow market share, but in this CST&gt;10L segment specifically Mack Trucks expects to increase its lines of business for the different types of Sourcewell customers.</p>

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Mack Trucks is a wholly owned subsidiary of Volvo AB, a global entity employing 104,000 people and serving customers in more than 190 markets, with net sales of about \$45.7 billion for 2019. Volvo AB is a Swedish-based public company. As a subsidiary, Mack Trucks itself does not produce independent audited financial statements or have SEC filings. However, Mack Trucks hereby provides the current rating Volvo AB has with several different rating agencies, for example the A ratings with both Moody's and Standard and Poor's. Mack Trucks also provides the 2019 Annual Report for Volvo AB, which includes various reports specifically addressing the Mack Trucks subsidiary and Mack product lines.	*
10	What is your US market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in the US is 14.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Mack Trucks' "municipal" market share for class 8 trucks in Canada is 7.2%. Due to Canadian privacy laws, it remains difficult to verify the Canadian market share, although Mack Trucks believes actual market share figures to be greater than reported.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Mack Trucks has never petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Mack Trucks is a manufacturer of class 6-8 trucks. Every Mack® truck built for the North American market is assembled at its Mack Lehigh Valley Operations facility in Macungie, PA. Engines and transmissions for the North American market are built at its powertrain facility in Hagerstown, MD. Mack Trucks has approximately 125 corporate employees in the field in various sales, parts, and service roles. These employees are located at home offices all over the US and Canada, calling on dealers and end customers (including Sourcewell members) to promote the sale of trucks and parts, and to assist customers with any service uptime issues. The corporate employees also interface with the Mack dealer network on a daily basis. Mack Trucks has hundreds of support personnel on its corporate campus in Greensboro, NC assisting its field teams, dealers, and end customers. Mack Trucks has a dedicated UpTime Center staffed with over 600 people operating a live person call center functioning 24/7 for 365 days a year. The UpTime Center further supports its customer base by speaking in 8 different languages.  Mack Trucks sells and services its products through a network of independent authorized dealers. As of January 1, 2020, Mack Trucks had 124 dealer-owners with 432 rooftop locations servicing the US and Canada. Mack Trucks has issued comprehensive policies and procedures to its dealers to help ensure end customers are supported in a consistent, comprehensive manner, in line with the expectations of the Mack brand, regardless of where Mack end customers may be located.	*
14	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.	Although Mack Trucks is not aware of any licenses or certifications needed to either produce or sell chassis specifically to Sourcewell customers, Mack Trucks does maintain required trade licenses to conduct business in all 50 states of the US and in the provinces of Canada.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Mack Trucks certifies that to the best of its knowledge and belief it has not been listed by any federal or state authority as debarred or suspended during the past ten years.	*

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

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2020 - Mack Trucks' John Walsh, Mack Trucks vice president of marketing, was named to Constellation Research's 2020 AX50, an elite list of leaders from companies focused on innovation and transforming customer experiences. Mack Trucks and Walsh were recognized for the truck manufacturer's work in customer experience and digital marketing.</p> <p>2018 – Mack Trucks' design team was recognized by the Industrial Designers Society of America with a Silver International Design Excellence Award (IDEA) in recognition of their work on the Mack Anthem model.</p> <p>2016 – Mack Trucks and its Mack Trucks Academy won a Brandon Hall Group gold award in the Best Learning Program Supporting a Change Transformation Business Strategy category for its Certified Uptime Centers training program. The Brandon Hall Group awards recognize how learning programs are developed and applied in support of major organizational changes.</p> <p>2016 – Mack Trucks' "The Horn" video won four bronze Telly Awards, which honor the finest video and film productions and online commercials, video and films.</p> <p>2016 - Superior Carriers, a division of Superior Bulk Logistics, awarded Mack Trucks its President's Supplier Excellence Award, the only external award given by the company on an annual basis.</p> <p>2015 – Mack Trucks' website was honored as a Gold Winner in the business-to-business category of the 13th annual Horizon Interactive Awards, which recognize excellence in interactive media production.</p> <p>2015 – Mack Trucks was named the 2015 Commercial Vehicle Maker of the Year by TU-Automotive, a leading organization focused on the connected vehicle technology segment. Mack Trucks received the award for Mack GuardDog Connect, its integrated telematics solution, and Mack Fleet Management Services.</p>
17	What percentage of your sales are to the governmental sector in the past three years	10.6% of its sales were to the governmental sector in the last three years.
18	What percentage of your sales are to the education sector in the past three years	Less than 1% of its sales were to the education sector over the last three years.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Many Mack dealers work directly with local state cooperative purchasing contracts, but Mack Trucks does not hold any contracts corporately. Some examples would be: Florida Sheriff's Association, North Carolina Sheriff's Association, Alabama County Commission Association, Pennsylvania Co-Stars, Texas Buy Board. Mack Trucks does not track the sales by cooperative, as these sales are handled and tracked through its independent authorized MACK dealers throughout the US and Canada.
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Mack Defense, a wholly owned subsidiary of Mack Trucks, Inc. and the Volvo Group has a GSA contract. Cage code: 6B8L4. (flyer attached in documents)</p> <p>Sales volumes on the GSA contract are as follows:  2017 125 units totaling \$14.3M  2018 47 units totaling \$5.4M  2019 140 units totaling \$19.6M</p>

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
State of Utah DOT	Troy Starley	801-965-4470
City of Detroit	Bill Webster	313-628-1148
Missouri DOT	Roy Hogsett	660-385-8274

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

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Agencies in NY	Government	New York - NY	We mainly sell cabover refuse trucks that are also used to plow snow. They also use our chassis for wreckers, dump trucks, and others.	635 trucks	\$184,116,980
Agencies in PA	Government	Pennsylvania - PA	Chassis for snow plows	363 trucks	\$36,772,989
Agencies in TN	Government	Tennessee - TN	Chassis for snow plows and dump trucks	203 trucks	\$21,390,110
Agencies in AL	Government	Alabama - AL	Chassis for dump trucks and tractors to haul dump trailers.	184 trucks	\$21,650,912
Agencies in UT	Government	Utah - UT	Chassis for snow plows	152 trucks	\$14,828,208

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

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

Line Item	Question	Response *
23	Sales force.	Mack Trucks currently has 31 corporate sales reps in the field, working from home offices and covering territories calling on Mack dealers and customers. Together with the 893 dealer sales reps, the corporate field team will visit customers to work on selling Mack trucks.
24	Dealer network or other distribution methods.	Mack Trucks has 432 Full Line dealers for the US / Canada. Of those dealers 132 are Certified Uptime Dealers which means they have dedicated bays to get trucks in and out of the shop quickly. Customers can expect a diagnosis within two hours of arriving at a Certified Uptime Center and if the repair fits the criteria the truck is pulled into an Uptime bay where the repair is done in four hours or less.
25	Service force.	Mack Trucks currently has 77 corporate service reps in the field, working from home offices and covering territories calling on Mack dealers and customers in the US and Canada. These service reps work directly with Mack dealers and customers to address repairing and/or servicing Mack trucks. They also become involved with customers to support warranty, Up-time solutions, Over-the-air programming, etc.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Mack Trucks has a 24 hour / 365 day Mack One Call Uptime Center. All operations are in Greensboro, NC and fully staffed 24/7 with trained professionals to assist with any type of issues. All operations are in one facility, housing Parts and Reliability engineers who can speak face to face to ensure a quick response to an issue. Mack Trucks also has complete lists of outside towing /repair facilities to support customer needs.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	In the United States Mack Trucks has a total of 342 rooftop locations. This includes 279 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	In Canada Mack Trucks has a total of 90 rooftop locations. This includes 34 Full-line dealers (truck sales, parts, and service) and the rest are parts and service locations. Mack dealers desire a program to sell trucks under the Sourcwell banner and make the purchasing process easier for their customers who are also Sourcwell members. Mack Trucks views a successful Sourcwell bid as a holistic WIN for all parties involved - Mack Corporate, Mack Dealers, and Sourcwell Members.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic restrictions unless the local Mack dealer decides independently not to participate in the program.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no limitations to Mack dealers selling and servicing Mack products to any of the Sourcwell entity participating sectors. Mack Trucks has no exclusive agreements with any other cooperative purchasing contracts that will limit its ability to promote Sourcwell.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Mack Trucks has dealers in Hawaii, Alaska, and US Territories who will be able to sell to and service Sourcwell customers. There are no restrictions unless the local Mack dealer independently decides not to participate in the program.

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The strategy will be to educate and engage the Mack dealer network to properly be aware of these bid opportunities. Mack Trucks will place ads where appropriate to communicate that the Mack brand is now a part of the Sourcewell network.</p> <p>Mack Trucks' plan is to identify Mack Sourcewell dealers and include the notation in the Mack dealer locator. This will allow customers to search for and discover Mack Sourcewell dealers closest to them via the Mack dealer locator.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Mack Trucks remains highly focused on delivering the digital experience across all of its marketing channels. The primary objective in Mack Trucks Marketing is to drive awareness, interest, and consideration of Mack products and services. Mack Trucks uses social media, video, trade shows, programmatic digital materials, and other technological methods for marketing its messages. Marketing supports potential and existing customers that are actively shopping for Classes 6-8 products, to provide news, product and service improvements, and new offerings of Mack Trucks, and promotes connections between potential and existing customers with Mack Trucks dealers based on an interested party's location for customer convenience.</p> <p>Web forms, landing pages, multi-channel marketing campaigns, offline print, and trade show experiences encourage potential customers to self-identify and promote personalized and segmented customer profiles. These efforts allow Mack Trucks to better understand a customer's needs and applications. Complete profiles enable Mack Trucks to provide segmented content to customers, which can be further enhanced based on specific product inquiries and online website behavior tailored to a customer's interests. Customer information may be provided to independent authorized Mack dealers to foster relationships with potential customers about Mack products and services.</p> <p>Existing and potential customers can manage their technology and digital relationships with Mack Trucks in accordance with the Mack Privacy Policy, where Mack Trucks explains its use of cookies and other aspects of managing digital technologies. Mack Trucks allows customers to manage their preferences regarding access to and communications with Mack Trucks concerning its products and services.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>If Mack Trucks is awarded a Sourcewell contract, then Mack Trucks anticipates Sourcewell's role to be directing its Members to the Mack brand as an option for class 6-8 truck chassis. Further, Mack Trucks would appreciate being informed of the customer inquiry so that the company could inform its local Mack dealer. This lead will offer the Mack dealer an opportunity to initiate a conversation with said customer and hopefully provide them a solution to fit their needs.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Due to highly customizable nature of a Mack chassis, and the need for a Mack dealer to explain options to best suit a particular customers needs and equipment application, Mack Trucks does not currently offer an e-procurement ordering platform directly to the end customer. Mack Trucks does provide several on-line tools, for example its "truck builder" tool, where end customers can go to the MackTrucks.com website and "build a truck" to their general specifications. This tool will then send those general specifications to the closest Mack dealer who can in turn validate the specifications and quote that customer on those specs using the Mack Sales System (MSS) tool, and thereafter confirm and submit an order for product. However, for the protection of the customer, to ensure the customer is getting the proper product for its specific application and duty cycle, Mack Trucks does not offer the customer a mechanism to complete the transaction itself through an on-line e-procurement ordering process.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Mack Trucks offers a variety of training for its customers. Mack Trucks provides on-line training and will often send trainers to customer's locations and provide service technician training, driver training, and municipal training. All of these are tailored to fit customer needs.</p> <p>For example, in terms of driver training it is more on the functionality of the truck. The trainer gets a copy of the truck spec from the District Manager and then does some "classroom" work of going over the dash, seat, shifter, transmission features, engine, etc. The trainer addresses safety features, steering wheel, etc. Time permitting and depending on class size, after the classroom time, drivers will get a chance to get hands on with the truck as long as there is a truck available. With existing Mack brand customers, the trainer will be able to use Mack Analytics to view past fuel efficiency and talk about creating better habits to improve on that in the future.</p> <p>Often the training will occur as "train the trainer", and depending on the size of the fleet may also directly involve the drivers themselves. The pricing for the driver training is: Cost \$1650 per day (includes the instructor on-site, instructor's food and transportation). Training Agenda Day 1 Travel up Day 2 Driver Training Day 3 Travel back And this is for a 10 driver/driver trainer Max.</p> <p>Municipal training focuses on Service Technician training that is customized for their application or their truck spec. All of the examples the trainer uses in class would be for their specific application or truck spec (so minimal difference between the two). As for cost, it varies greatly. On average, \$325.00 per Service Technician per day.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. Mack Trucks is also on the leading edge of telematics and provides over the air programming for many of the electronic and/or software driven items on trucks today. This will save customers, Sourcewell members, a tremendous amount of time by not having to bring the trucks to a local dealer for software upgrades or programming changes. Mack Trucks has the ability now to do these "over the air" updates in about 20 minutes, wherever the truck is parked provided they are in an area with a good cellular signal.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Environmental responsibility and green initiatives are important to Mack Trucks. Our Lehigh Valley Operations assembly facility, where all Mack trucks for the North American and export markets are assembled, and our powertrain production facility in Hagerstown, MD are both platinum-certified through the U.S. Department of Energy's Superior Energy Performance program. Both facilities are also participants in the U.S. Department of Energy's Better Buildings, Better Plants challenge to reduce energy intensity.</p> <p>Mack Trucks has also taken steps toward improving the environmental performance of its products by introducing technologies to improve fuel efficiency and reduce carbon dioxide emissions. The Mack MP8HE engine utilizes Mack Energy Recovery Technology, which captures waste energy from the engine's exhaust and converts it to mechanical energy that is delivered back to the engine crankshaft as additional torque. Mack Anthem models spec'd with the Mack HE+ efficiency package, which includes the Mack MP8HE, Mack mDRIVE AMT and additional aero features, plus available extended chassis fairings, can see up to 10 percent improved fuel efficiency, while also achieving the U.S. Environmental Protection Agency's SmartWay designation.</p> <p>Mack Trucks is also a leader in researching and developing alternatives to traditional diesel-powered transportation solutions. The Mack LR Electric is a fully electric version of the Mack LR refuse model featuring an integrated Mack electric powertrain. The LR Electric was unveiled in 2019 and will be demonstrated in real-world applications in 2020 with the New York City Department of Sanitation and Republic Services.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Mack Trucks' Lehigh Valley Operations and Hagerstown powertrain facilities are part of the U.S. Department of Energy's Better Buildings, Better Plants challenge, with an initial goal to reduce energy intensity by 25 percent in 10 years. Having met this goal five years ahead of schedule, both plants re-pledged to another Better Buildings, Better Plants challenge to reduce energy intensity by another 25 percent over 10 years.</p> <p>Both facilities have also been certified platinum by the U.S. Department of Energy's Superior Energy Performance program, which recognizes achievement in certification to the ISO 50001 and SEP 50001 standards, as well as demonstrated the use of best practices through the SEP 50001 Scorecard. In fact, Mack Trucks' Lehigh Valley Operations was the first U.S. manufacturing facility to become platinum-certified in the Mature Energy Pathway category.</p> <p>Mack Trucks manufacturing locations are also certified to the internationally recognized ISO 9001 standard for quality, ISO 14001 standard for environmental management systems and OHSAS 18001 (LVO only) standard for health and safety management systems.</p>

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Although Volvo Group North America, LLC does not qualify for accreditations as a small or diverse business, we support MBWE and small business initiatives with both a "Supplier Diversity" program and a "Small Business Office." Internally, Volvo Group sets goals and objectives for both programs and tracks spend results, which are issued quarterly. Volvo Group also sets commercial subcontracting goals with the federal government for our Small Business Office and issues annual reports for approval. We hold memberships in three councils, NMSDC, WBENC and NVBDC, and are a corporate sponsor of CVMSSDC. This helps us to actively pursue business relationships with their certified members. Volvo Group attends numerous trade shows and outreach events throughout the year that highlight diverse and/or small businesses to pursue such business relationships.</p> <p>Volvo Group's current percentage of total expenditures spent with diverse businesses is approx. 12% (including 10.6% classified as small businesses).</p> <p>For further details on Volvo Group's initiatives in this area please contact:                  Barbara N. Tischler                  Volvo Group Purchasing, Business Improvement Leader                  T: +1.336.662.4622                  Email: <a href="mailto:barbara.tischler@volvo.com">barbara.tischler@volvo.com</a></p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Mack trucks come standard with 24/7/365 no fee support with Mack OneCall. OneCall roadside assistance service features 24-hour roadside support. OneCall operators can help customers immediately identify the problem and locate the parts from one of Mack Trucks' six electronically-linked parts distribution centers in North America. With next-flight-out services, Mack Trucks can automatically ship the parts customers need for overnight delivery even outside of normal working hours, including Sundays and holidays.</p> <p>Mack OneCall agents are directly connected with Mack authorized dealers and parts and service locations as well as over 5,000 qualified service facilities in North America, so customers will be connected with immediate assistance wherever they may be. OneCall technicians are prepared to provide warranty expertise no matter the location of the customer.</p> <p>GuardDog Connect is an extension to Mack's World Class support. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission and aftertreatment systems. If an issue is detected on the truck, that information is sent in real-time back to Mack UpTime Center where the issue is diagnosed and categorized by severity. For issues that are detected that require attention, they are categorized according to severity, diagnosed down to the root cause and create a case with detailed repair instructions for Mack OneCall agents. These agents will contact customers with an explanation of the issue and support throughout the repair process.</p>

**Table 9: Warranty**

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty coverage is 100% for parts and labor subject to the qualifications, limitations, and exclusions as noted in our warranty certificates.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All warranties are standard warranty but Mack Trucks has the ability to Warranty trucks if necessary at locations other than a Mack dealer. Mack Trucks can authorize outside locations to complete a warranty and it is filed internally by our Uptime Center so no disruption to a customer.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Depending on the particular situation Mack Trucks may consider covering travel times and mileage.	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcwell participating entities in these regions be provided service for warranty repair?	Authorized Mack dealers reside in almost every area of the country, but in certain situations Mack Trucks may use outside repair or customers' locations to complete repairs. To complete major issues Mack Trucks will tow the vehicle to the closest Mack dealer or the one with time available for the repair.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Mack Trucks can only warranty products that are produced by Mack Trucks or that are installed by vendors that Mack Trucks uses in production. The warranty policy for any items made by other manufacturers would be up to each individual manufacturer. The local Mack dealer may have agreements with certain manufacturers where they become an "authorized warranty center" for those manufacturers but that would be up to each Mack dealer and manufacturer.	*
47	What are your proposed exchange and return programs and policies?	Because this is a chassis contract, there is no exchange and/or return program. If referring to parts exchange and/or core return programs, each supplier that our dealers work with will have their own programs and policies that will differ by vendor.	*
48	Describe any service contract options for the items included in your proposal.	Mack Trucks offers published protection plans for the chassis for up to 5 years, 500,000 miles, and for Mack engines and emissions systems for up to 5 years, 750,000 miles. Mack Trucks also offers custom plans based on the customer and application. For example, a Sourcwell member who keeps their truck for a number of years but doesn't run a lot of miles, Mack Trucks can custom quote a solution. In addition to protection plans, Mack Trucks also offers Premium Maintenance plans, so if a Sourcwell member doesn't want to change their own oil, filters, etc. Mack Trucks can custom create a plan where the local Mack dealer can service the Sourcwell member for a fee.	*

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Sourcwell Member payment terms will typically be the earlier of either net 30 days from date of Sourcwell Member customer invoice or receipt of Mack goods by Sourcwell Member.</p> <p>Final Payment terms may be negotiated between the Sourcwell Member and Mack Trucks dealer.</p>
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	<p>Mack Financial Services provides a wide range of financing and lease options, including for government and municipalities. Our dealers also have other financing options at their disposal, including but not limited to NCL Government Capital, an approved Sourcwell lender.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements. Sourcwell members will work with their local Mack Dealer to build and quote chassis that fit their specific needs. Each Dealer working with a Sourcwell member will process the Sourcwell members' purchase orders.</p> <p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcwell members under the contract. Mack Dealers will be required to opt-in to the Program in order to receive the Sourcwell discount. At time of quote, all Mack Dealers will be required to submit for the Sourcwell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcwell quotes will include a mandatory Sourcwell salescode that the dealer must add to qualify for applicable Sourcwell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcwell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcwell of all Dealer records related to any and all Sourcwell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	<p>The P-card payment process is not typically used for commercial truck procurement. However, this would be mutually determined between the Sourcwell member and the Mack dealer.</p>

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Mack Trucks offers custom built Class 6-8 chassis using the Mack Sales System (MSS) tool to quote and order. Mack Dealers use the MSS tool to create a buildable specification that meets customer specific requirements.</p> <p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Canadian Chassis are priced in USD and are subject to exchange rate at time of order or conversion to Sold status. Mack Trucks publishes a Foreign Exchange Letter semi-monthly. The letter provides dealers with the CAD-USD exchange rate that is applicable for Sold orders booked during the stated period.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p> <p>Attachments:  "Sourcewell Member Mack Pricing Matrix.pdf"  "Sourcewell Mack Proposal Example.pdf"  "Sourcewell Mack Model List.pdf"</p>	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>Sourcewell Member pricing will be based on a discount from Total List Price, also shown as the Total Vehicle Price, in the Mack Sales System (MSS) Dealer Sales Calc. Total List Price includes Model List, Options, and Customer Adaptations. Sourcewell Member discounts from Total List Price will be broken out by model based on the attached schedule (See: Sourcewell Member Mack Pricing Matrix). Extended Warranties, and Maintenance Contracts are non-discountable items.</p> <p>Mack Trucks reserves the right to make further concessions on a case by case basis.</p>	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing provided in the proposal reflects total potential volume under the Sourcewell contract. Mack Trucks reserves the right to make further concessions on a case by case basis.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Sourced Goods or Services are supplied at Dealer Cost plus 5% to Sourcewell Members. Mack dealers can solicit offers from sub-contractors for Sourced Goods and Services needed to meet the specific Sourcewell member's need.</p> <p>Sourced Goods and Services include, but are not limited to: specialized bodies (e.g., dumps, mixers, cranes, refuse, pump, utility, etc.), locally added equipment (e.g., pintle hook, auxiliary axles, fairings, logistics devices, etc.), extended warranty packages, and training.</p>	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	<p>Federal, State, and local taxes, fees, title, tag, permits, or other miscellaneous requirements are not included.</p> <p>The body company or dealer who takes delivery of the chassis may impose an un-decking fee. If required, these handling charges should be disclosed in the quote.</p> <p>Surcharges may apply depending on market conditions. Mack Trucks will give 90 day written notice issued to Sourcewell prior to the effective date and no orders made prior to the effective date will receive the surcharge.</p>	*

58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>An equalized freight charge of \$2,100 is included in every invoice and this covers the cost of freight from Lehigh Valley Operations to the first destination on the contiguous US or Canada. This \$2100 freight charge is included in the Sourcewell Member Discount from Total List. If additional moves are needed on a vessel to the final destination, equalized freight will cover to the port and it is the responsibility of the dealer to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port. In addition to equalized freight, each chassis is permitted one move to an approved modification center prior to the final destination; currently approved modification centers are Customer Adaptation Center at LVO or TransEdge Truck Center in Allentown, PA and this roundtrip move is an additional \$150 to equalized freight. An exception is CNG tractors are permitted a move to TransEdge in Schuylkill Haven, PA for a round trip shuttle fee of \$1,450 to have CNG tanks installed.</p> <p>Any additional freight fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>All Customs documentation is provided for chassis delivering to Canada. Equalized freight will cover deliveries to the contiguous US and Canada and does not include Alaska, Hawaii, and Puerto Rico. Equalized freight covers delivering these chassis to the port of choice with the dealer being responsible to cover the booking of the vessel, cost, and required paperwork along with transportation at the receiving port.</p> <p>Any additional Freight Fees incurred above the \$2100 equalized freight charge can be charged to the Sourcewell Member at Dealer Cost plus 5%.</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Each delivery destination has a contractual delivery timeframe from factory finish to the final destination depending on mileage from Macungie, PA. Drivers are only allowed to drive a maximum of 500 miles or 8 hours/day. The timeframes range from 2 – 14 business days and does not include holidays or weekends.</p> <p>A hoist needs to be available to the transport driver within 2 hours of arrival or a wrecker will be called at the dealer's expense for undecking.</p>	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	d. other than what the Proposer typically offers (please describe).	This pricing is exclusive to Sourcewell members.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	<p>Mack Trucks will publish an internal dealer sales agreement (Program) to its authorized dealers outlining the terms and conditions for selling to Sourcewell members under the contract. At time of quote, all Mack Dealers will be required to submit for the Sourcewell discount through Mack Trucks' internal quote and ordering system, Mack Sales System (MSS). All Sourcewell quotes will include a mandatory Sourcewell salescode that the dealer must add to qualify for applicable Sourcewell discount levels.</p> <p>Mack Pricing and Sales Administration will produce a list of qualifying chassis on a monthly basis to determine Sourcewell's applicable administrative fees to be remitted.</p> <p>To ensure compliance with the terms and conditions of the Program, Mack Dealers must consent to audits by Mack Trucks and/or Sourcewell of all Dealer records related to any and all Sourcewell sales and chassis ordered through the Program. Dealer agrees that any irregularities discovered during the course of an audit may result in the termination of Dealer's participation in the Program.</p>
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Mack Trucks proposes to pay Sourcewell a per unit fee of \$750.00 USD for every Mack chassis delivered through and adhering to the Sourcewell contract framework.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Mack Trucks will be offering 6 different truck models to Sourcewell members. The Mack Anthem (F. Axle Back) is our latest on highway truck model which comes in day cab, 48" or 70" sleeper configurations. The Mack Pinnacle (F. Axle Fwd) can be used for on or off highway applications and comes in day cab, 48", or 70" sleeper configurations. The Mack Granite HD (F. Axle Fwd &amp; Back) is our off highway vocational truck which comes as a day cab or with a 36" sleeper option. The Granite HD is what we feel that most of the Sourcewell members will need for applications like dump trucks, snow plows, etc. We offer two cab over models: our LR is our low floor entry refuse truck mainly used in city neighborhoods where the streets are a little tighter and the operator is in and out of the truck many times a day. The TerraPro is our suburban refuse truck that can also be used for other things like concrete pumpers and conveyor applications. Finally, we will offer our new class 6 and class 7 MD series of truck. This is only available in a day cab version but we do have a 3 person bench seat offering for those customers who need small dump trucks, etc. and need more than 2 people going to the job site.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>All of the Mack Truck models come in different rear axle combinations with the exception of the MD series. The MD series is currently only offered in 4x2 rear axle configurations. As a subcategory goes and as you will see in our pricing, we will have subcategories based on axle configuration.</p> <p>A full list of available models can be found under Pricing Documents (See: "Sourcewell Mack Model List.pdf")</p>

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack Anthem, Pinnacle, Granite HD, LR and TerraPro chassis.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD7 product.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mack MD6 product.	*
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	NA	*

**Table 15: Industry Specific Questions**

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The first metric Mack Trucks will consider is market share. Mack Trucks will compare its market share for this market segment pre-award versus post-award. Secondly, as Mack Trucks anticipates new customers, Mack Trucks will track increases in the number of customers, in addition to the number of trucks sold.	*
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Mack Trucks is preparing to offer fully electric vehicles, specifically in the refuse application, where many counties and municipalities have their own refuse fleets. Mack Trucks also offers natural gas options on some of its truck models which create cleaner near zero emissions, etc. The Volvo Group has recently announced its plans to engage in a 50/50 cooperative joint venture with Daimler Truck AG to develop and produce fuel cells for demanding applications.	*
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Mack Trucks uses a galvanized steel cab which is welded together for strength and e-coated for corrosion resistance. The Mack cab exceeds the requirements of SAE J2422 for collision and roll over safety. It also passes additional internal integrity standards for "A" pillar and "rear wall" strength providing the occupants with a very safe environment. The Granite cab is reinforced in certain places to handle the extreme rugged terrains and shock loading associated with many vocational applications. Reinforcements added to the Granite Cab include: Firewall plate, Engine tunnel reinforcement, A pillar reinforcement, RH and LH side under windshield, some local firewall nut plates, and additional welding on cowl. All of these not only help with safety but also durability. Our frame rail is splayed at the front to widen around the engine giving more room for serviceability but also is a safety feature in that in the event of a head on collision, the engine mounts will break away and the engine drops down to the ground rather than coming into the cab and injuring the occupants. Additional safety features are: Stair-like entry for safety getting in and out of the cab (bottom step mounted further outboard than top step); Full length external cab mounted grab handle and door mounted grab diagonal grab handle to assure 3 points of contact for entry and exit; Right side door peep widow for added visibility; High cab and sloped hood for superior job-site visibility. Mack Trucks has also recently introduced the option for Bendix Fusion collision avoidance systems with lane departure warnings and several other features on certain of its product offerings.	*
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	More and more issues can be solved through software updates. Mack Over the Air is the industry leading service that works hand in hand with GuardDog Connect. When a GuardDog Connect issue is detected that can be fixed through a software update, the Mack OneCall agent will give customers the option to do the software update without having to take the truck to a shop. The updates are fast and convenient and keep trucks on the job with less time in the shop.	*

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

**Line Item 75. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

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

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

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

- [Financial Strength and Stability](#) - Volvo AB credit info for Sourcewell.zip - Tuesday June 09, 2020 07:39:02
- [Marketing Plan/Samples](#) - Marketing examples.zip - Wednesday June 03, 2020 07:19:40
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell Mack Warranty files.zip - Tuesday May 26, 2020 14:03:04
- [Pricing](#) - Sourcewell Mack Pricing Information.zip - Monday June 08, 2020 10:14:46
- [Additional Document](#) - MackDefenseGSAPage2020F.pdf - Thursday May 14, 2020 10:55:55

## Proposer's Affidavit

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

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

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

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

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

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_11_Class_4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--