



## **Solicitation Number: RFP #063020**

### **CONTRACT**

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

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

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

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

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires August 15, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

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

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

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

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

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

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

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

### **3. PRICING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential 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 that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

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

## **7. CUSTOMER SERVICE**

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

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

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

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

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

The Report must contain the following fields:

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

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

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

#### **11. LIABILITY**

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

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

## 12. AUDITS

Sourcwell 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 Sourcwell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcwell 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 Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

## 14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell 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. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
  - b. Vendor grants to Sourcwell 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 Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and



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

*3. Use; Quality Control.*

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

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

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

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

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

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

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

## 17. FORCE MAJEURE

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

## 18. SEVERABILITY

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

## 19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

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

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



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

Sourcewell

IC Bus LLC

DocuSigned by:  
By: Jeremy Schwartz  
C0FD2A139D06489...  
Jeremy Schwartz

DocuSigned by:  
By: Randall Ray  
6AC4533157674F1...  
Randall Ray

Title: Director of Operations & Procurement/CPO

Title: Sales Education and Training Director

Date: 8/11/2020 | 2:27 PM CDT

Date: 8/11/2020 | 1:06 PM CDT

Approved:

DocuSigned by:  
By: Chad Coauette  
7E42B8F817A64CC...  
Chad Coauette

Title: Executive Director/CEO

Date: 8/11/2020 | 2:36 PM CDT

# RFP 063020 - School Buses with Related Accessories, Supplies, Parts, and Services

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## Vendor Details

Company Name: IC Bus, LLC

Does your company conduct business under any other name? If yes, please state: IC Bus of Oklahoma, LLC, Navistar, Inc.

Address: 2701 Navistar Dr.  
Lisle, IL 60532

Contact: Randall Ray

Email: Randy.Ray@Navistar.com

Phone: 331-332-3074

Fax: 630-753-7521

HST#: FEIN for IC Bus, LLC is 26-1615697

## Submission Details

Created On: Tuesday June 02, 2020 10:10:37

Submitted On: Friday June 26, 2020 13:03:45

Submitted By: Randall Ray

Email: Randy.Ray@Navistar.com

Transaction #: 64834bf7-35fb-496f-a618-d9cd1eb370e8

Submitter's IP Address: 71.239.84.113

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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):	IC Bus, LLC
2	Proposer Address:	2701 Navistar Dr. Lisle, IL 60532
3	Proposer website address:	ICBus.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):	Randall Ray Sales Education and Training Director randy.ray@navistar.com 331-332-3074 Office 630-740-8840 Cell
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randall Ray Sales Education and Training Director 2701 Navistar Dr. Lisle, IL 60532 randy.ray@navistar.com 331-332-3074 Office 630-740-8840 Cell
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Katie Stok Sales Director, IC Bus 2701 Navistar Dr. Lisle, IL 60532 katie.stok@navistar.com 330-606-6131  Ryan Kauffman Vice President Sales, IC Bus 2701 Navistar Dr. Lisle, IL 60532 ryan.kauffman@navistar.com 417-343-0888

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

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>IC Bus, LLC is a wholly owned subsidiary of Navistar, Inc. and is the school bus arm of Navistar. For purposes of this document, the terms, IC Bus LLC, IC Bus, or simply IC may be used interchangeably. Navistar and under its previous corporate name, International Harvester Company, had produced school buses beginning in the early 1900's. Navistar itself traces its roots back to Cyrus McCormick and the invention of the mechanical reaping machine in 1831. This key piece of agricultural equipment allowed expansion into more pieces of farm equipment and industrial growth throughout the 1800's.</p> <p>As the 20th Century dawned McCormick merged with other farm equipment manufacturers to form the International Harvester Company headquartered in Chicago, IL. Quickly they saw the need for further expansion and market need developing the International branded truck, including school buses. In more modern history, the farm equipment business was sold and Navistar was chosen for the new Corporate name which focused on trucks, buses, and engines.</p> <p>Today the company builds IC Bus products and International branded trucks. Navistar also owns MWM of Brazil and holds 35% of Navistar Defense. Both IC Bus and International trucks have the largest dealer network in the U.S. and Canada. Navistar has also recently partnered with Love's Truck Stops to further assist in providing service. A new Parts Distribution Center has been opened in Memphis, TN adding to our support capabilities bringing our total PDC count to 8 in the States and Canada.</p> <p>To be a leader International has brought to market a proprietary wireless service, On Command Connection (OCC) that takes signals from the vehicle puts them into an app allowing users to see and monitor their fleet via Health Reports detailing potential service and maintenance issues.</p> <p>IC Bus will be introducing a full electric school bus as well as International trucks with an electric medium duty truck. Navistar has a corporate relationship with TRATON, the truck and bus division of Volkswagen AG, which provides access to EV and other advanced technologies on a global scale</p> <p>The Navistar Investor Relations team has additional history and guidance at:  <a href="https://www.navistar.com/navistar/">https://www.navistar.com/navistar/</a></p>
8	What are your company's expectations in the event of an award?	IC Bus expectations are to become the preferred supplier for school buses and parts to the Sourcewell membership.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Key points of our financial strength are, but not limited to, the below and attached:</p> <ul style="list-style-type: none"> <li>* \$1.5B in cash reserves at the end of our 2nd Qtr., April 2020.</li> <li>* 7 consecutive years of improving Adjusted EBITDA ending Fiscal Year 2019 at \$882M.</li> <li>* End of year 2019 revenue \$11.3B.</li> </ul> <p>Attached you will find our 2019 Annual Report, and 2nd Qtr. 2020 10-K filing.</p> <p>Navistar Investor Relations can be found at:  <a href="https://ir.navistar.com/investor-home/default.aspx">https://ir.navistar.com/investor-home/default.aspx</a></p>
10	What is your US market share for the solutions that you are proposing?	U.S. Market Share for School Bus as of Second Quarter 2020 stood at 35%.
11	What is your Canadian market share for the solutions that you are proposing?	Canadian Share for School Bus is 42%

12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
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?	IC Bus and its parent company Navistar is a Truck and Bus manufacturer. We sell to our dealer channel who would be the Member selling point.  IC Bus dealers are independently owned and operated. They operate with a Sales and Service agreement administered by Navistar. The agreement sets forth standards and conditions that they agree to operate within. Sales Representatives of the dealerships are employees of the dealership and hold all necessary licenses required by local authorities.  IC Bus employs Regional Sales Managers to work with the dealers in a state of continuous improvement to augment the dealer capability.	*
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.	State and Local Governments regulate our dealer businesses and their legal ability to go to market. Navistar requires the IC Bus dealer to meet these requirements in order to sell buses within their defined territory.  All IC Bus dealerships hold the required licenses and requirements to conduct business.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Navistar and IC Bus has not been subject to "Suspension and Debarment" in the past 10 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	2019 North American IC Bus Dealer of the Year - Leed's Transit, Inc. of Elgin, Ontario, Canada.  ISO 14001 Compliant: Tulsa, OK Bus Plant Springfield, OH Truck Plant Escobedo, Neuvo Leon, Mexico Truck Plant Huntsville, AL, Engine Plant Melrose Park, IL Enginnering Center Santo Amaro, Sao Paulo, Brazil, Engine Plant Jesus Maria, Cordoba, Argentina, Engine Plant  ISO 9001:2015 Certification Certified Sites: Multi-Site Certification #FM72225 Lisle, IL - Navistar, Inc. World Headquarters, incl. Corporate Support and Product Engineering Melrose Park, IL - Navistar, Inc. IPD/Engineering New Carlisle, IN - Navistar Proving Grounds Escobedo, Mexico - Navistar Inc. Escobedo Assembly Plant Springfield, OH - Navistar, Inc. Springfield Assembly Plant Huntsville, OH - Navistar Big Bore Diesel Plant  Navistar achieved US Dept. of Energy Better Buildings Award in 2019  In 2019 for the ninth consecutive year Navistar Mexico recognized as a Socially Responsible company for corporate ethics and community minded activities at the Escobedo Assembly Plant.  Navistar Sustainability Report in attachments.	*
17	What percentage of your sales are to the governmental sector in the past three years	2017 - 65% 2018 - 64% 2019 - 63%	*

18	What percentage of your sales are to the education sector in the past three years	98% each of the 3 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?	<p>The following is a list of all states where our dealers participate in either a state bid or consortium.</p> <p>Listed are our annual unit averages for the 3 year period 2017 - 2019.</p> <p>State Bids</p> <p style="padding-left: 40px;">Avg. per Yr.</p> <p>FL 431 GA 190 IN 328 KS 41 KY 259 LA 66 ME 35 MI 421 MN 276 MS 181 NC 73 NJ 390 NM 65 NY 914 OH 526 SC 12 UT 45 VA 303 WA 115 WV 76</p>	*
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?	Our MD dealer, K. Neal International, is the GSA Contractor for IC Bus.	*

#### 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 *	
Union Public Schools 5526 S. 129 E. Ave. Tulsa, OK 74134	Gary Greenhill Director of Transportation	918-357-7063	*
Cypress Fairbanks ISD 21330 W. Campus Dr. Cypress, TX 77433	Dr. Kayne M. Smith Director of Transportation	346-205-8434	*
Indian Lake Schools 6210 State Route 235 N Lewistown, OH 43333	Patrick (Pat) Smith Transportation Director	937-686-8601	*
Valley View School District 365U 39 E Forestwood Dr. Romeoville, IL 60446	David Richards Director of Transportation	815-886-6686	

**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 *
Fairfax County Public Schools	Education	Virginia - VA	School Buses	255 units	Confidential
Jefferson County Public Schools	Education	Kentucky - KY	School Buses	217 units	Confidential
Prince George's County Board of Education	Education	Maryland - MD	School Buses	208 units	Confidential
Cypress-Fairbanks Independent School District	Education	Texas - TX	School Buses	186 units	Confidential
Ministry of Education	Education	BC - British Columbia	School Buses	161 units	Confidential

**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.	IC Bus, LLC is a subsidiary of Navistar, as such it has its own dedicated assembly plant in Tulsa, OK, engineering resources, sales, and management team. IC Bus employs 10 within its Sales Force including the Vice President of Sales to manage the dealers, their local actions, and are available to work with the Sourcwell Members.
24	Dealer network or other distribution methods.	44 IC dealer groups with 163 physical locations cover the U.S. and Canada. This comprises 148 sales people, 1,943 service technicians and 2,165 available service bays.  This capability is augmented by the International dealer network with 978 service locations. This forms the largest capability in the industry today.
25	Service force.	IC Bus has 7 unique Service Representatives that are within the larger Service Organization of 59 field service personnel responsible for dealer performance, customer satisfaction and product fitness. The team has an escalation path to Navistar engineering to address any unresolved product issues in a timely manner.  The IC Dealer network has 1,943 service technicians and 2,165 available service bays across its 39 dealerships.

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.	Dealer Service utilize an in-house monitoring known as Diamond Edge to measure performance and key operations that impact a Dealerships overall evaluation/performance score. a. In our ongoing effort to drive uptime and unmatched service to our customers, IC Bus dealers, the International Truck dealers and our Service organization worked together to introduce Diamond Edge Certification. When servicing a vehicle at an IC Bus or International Truck Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. b. Technician Education and Certification c. Vehicle write up within 15-minutes d. Vehicle diagnosed and communicated back to the customer within 2hrs e. Predictive parts stocking logic to ensure Part on the Shelf for unplanned service events f. Velocity metrics to ensure for repairs to be completed within 24/48 hrs of arrival at a dealership.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	IC Bus school buses are readily available and supported in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	IC Bus school buses are readily available and supported in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be including Puerto Rico, the Pacific U.S. Territories, nor the U.S. Virgin Islands.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	IC Bus will serve all Sourcewell Members within the 48 contiguous United States, plus the U.S. States of Hawaii and Alaska, and the Canadian Provinces and Territories.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions for Hawaii and Alaska.  IC Bus does not have representation in Puerto Rico or the U.S. Territories and would preclude any Members in those areas.	*



**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>IC Bus is active on Social Media, traditional media, Dealer and Customer Communications.</p> <ol style="list-style-type: none"> <li>1.) Awarding of contract will garner a Press Release immediately upon notification.</li> <li>2.) Launch Webinar for our dealer network.</li> <li>3.) Will be added onto our Sales App which is utilized by both IC personnel and all dealer sales personnel.</li> <li>4.) Sourcewell Banners and Materials at Trade Shows and Regional events.</li> <li>5.) Provide all dealers with Sourcewell membership list.</li> <li>6.) Inclusion of Sourcewell (Andy Campbell) at all Sales Training events.</li> <li>7.) Expand Sourcewell exposure through Parts Program.</li> <li>8.) Participate with Sourcewell in their events.</li> <li>9.) Announce via all dealer communication letter (B-Letter) and process details.</li> </ol>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>IC Bus will create a landing page for Sourcewell information within the IC Bus website. Announcement and inclusion in our weekly e-newsletter with reminders that goes to all dealers. Integration with CRM system.</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>Sourcewell will need to inform us of new members. We ask that Sourcewell include us in their marketing and inform us of events for potential participation. We look forward to working with Mr. Campbell in our planning, meetings, and events.</p> <p>Usage of the Parts Program will expand our marketing and communication scope.</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>There is a Parts e-procurement system, wholegoods (buses) are not available via e-procurement. Members should work with their local selling dealer, their capability and flexibility in electronically doing business has been evidenced during the current COVID-19 pandemic.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *
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<p>36</p>	<p>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>	<p>Service Training is not standard or included with the product. It is IC Bus intent that any warranty repairs could and should be done through the dealer to minimize customer impact.</p> <p>Training is available, some is fee-based, some may be available from the dealer. In person training via Navistar Training is fee based. The primary customer focused technician training is IC University, a week long training conducted at our Plant and related facilities. IC University has multiple sessions throughout the summer to accommodate the customer demand.</p> <p>IC Bus does have tools available that inform the user of the vehicle health and can inform users on existing Fault Codes and their severity. The system will also lead users to Fault Code Action Plans, providing a list of questions and/or steps to take in a service situation. These tools are offered through the On Command Connection group at Navistar.</p> <p>IC also offers IC 360 a newly developed communication tool. It provides revolutionary service communications and fleet tools that puts all service information together in one site.</p>
<p>37</p>	<p>Describe any technological advances that your proposed products or services offer.</p>	<p>Safety – FMVSS  Children are our most precious cargo, and their protection during their ride to and from school are a top priority to IC Bus. Every bus we build meets or exceeds the Federal Motor Vehicle Safety Standards (FMVSS) defined for school buses, our dealers will work with the Sourcewell Member to meet local standards defined in each state.  Our bus body is designed with Threaded Bow Construction providing outstanding crash protection using one piece full length roof stringers and drip rails that interlock with the roof bows. The roof bows terminate at the floor line so that collision damage to the side skirts does not require a full roof bow replacement.  The CE Bus windshield features one-piece glass that is low cost, easy to replace and eliminates the center post from the driver’s field of view. The passenger windows were updated to a new design in 2017.  The chassis system includes a very robust caged fuel tank mounted between the frame rails behind the axle.  For more information visit:  <a href="https://www.icbus.com/">https://www.icbus.com/</a>  <a href="https://www.icbus.com/why-icbus/superior-products">https://www.icbus.com/why-icbus/superior-products</a></p> <p>ESC/CM  IC Bus has been a leader in safety technology making Electronic Stability Control (ESC) and the Bendix Wingman Advanced Collision Mitigation (CM) system standard features on IC Buses in July 2018. These systems support the driver with added information and sensors, providing the driver better control of the vehicle in potentially dangerous situations. Customers may also choose Bendix Fusion Collision Mitigation which combine a camera and radar to further mitigate risk of forward vehicle collisions. The system will provide following distance warnings as well as apply the brakes when the sensors determine a collision could be imminent.  The Meritor WABCO SmartTrac Stability Control system was also introduced in 2019 for the hydraulic brake system.  For more information visit:  <a href="https://www.icbus.com/blog/esc-and-cm-how-it-works">https://www.icbus.com/blog/esc-and-cm-how-it-works</a></p> <p>Powertrain Choice  School buses operate in a wide variety of terrain and applications, and customers have requirements to use a variety of fuel types. IC Bus offers several options to meet these customer needs. The CE Bus is available with the</p>

Cummins B6.7 diesel engine paired with the 2500 PTS or 3000 PTS Allison transmission. The CE bus is also available with the PSI 8.8L Gasoline or Propane engine both paired with the 2500 PTS Allison transmission for trusted and familiar operation. The RE Bus is powered by the Cummins L9 wet sleeve diesel engine paired with the 3000 PTS Allison transmission.

For more information visit:

<https://www.icbus.com/why-icbus/engine-choice>

<https://www.cummins.com/engines/school-bus>

<https://psiengines.com/products/8-8-liter/>

<https://www.allisontransmission.com/transmissions/models/pupil-transport-shuttle-series>

#### Seats Belts – BTI

IC Bus provides many options for student seating and has been a leader in upgradeable seating technology which allows for future upgrades to seating without removing the factory installed seat attachment bolts. The standard production seats can be upgraded with lap belts, 3 point belts, and child restraints. This allows a bus fleet to easily adapt to future legislation for student safety. IC offers BTI 3 point seats including the Safeguard SmartFrame Plus technology which is an industry leading enhancement to compartmentalization protecting not only the belted passengers but also the un-belted passengers.

For more information visit:

<https://www.imminet.com/products/safeguard/bti/>

#### Driver First

Finding and maintaining good bus drivers can be difficult. At IC Bus, we have a Driver First philosophy which focuses on making the driver's work easier and more comfortable so that they can be focused on the precious load they are carrying.

The CE Bus driver's controls were designed based on a thorough study of real school bus driver anthropometric data, not truck driver data. This means that the common driver controls are within easy reach for the widest variety of driver shapes and sizes. We offer a variety of driver's seats, mirrors, tilt/telescoping steering column, and adjustable pedals to accommodate all drivers. Our entrance door and full width steps are the industry's widest allowing for easy ingress and egress.

For more information visit:

<https://www.icbus.com/why-icbus/driverfirst>

#### Corrosion Prevention

For school buses that operate in cold climates with chemically treated roads, IC Bus offers some options to help prevent corrosion. Optional Chem Guard floor coating is applied to the sheet metal used to form the floor panels. The metal is coated on the top and bottom including the floor sills. The standard Naviflex stepwell provides steps with the pebble tread stamped in the sheet metal and sprayed with the Naviflex coating. A white pebble tread nosing is applied to the front edge of the step. This offers the industry's best coating on the inside and outside of the stepwell. Another great option is the front bumper coated with Naviflex. All exterior lighting can also be ordered with stainless steel fasteners.

#### Factory A/C

IC Bus offers many variations of body A/C using 13 cubic inch displacement compressors to cool all body configurations. Dash A/C is also available with or without body A/C.

#### Prewire

Fused wiring access can be provided to simplify some aftermarket installation for GPS routing systems,

		internal/external cameras, 2-way radios,
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>The Tulsa Bus Plant, plus our Truck Manufacturing facilities are ISO 14001 Certified.</p> <p>Awarded Dept. of Energy "Better Plants Program" for reducing energy intensity by 25% over 10 years. Navistar achieved that goal 2 years early.</p> <p>56% of all waste is recycled. Tulsa Bus Plant even bought their own auger to turn pallets to mulch. Odd size or remnants are often not accepted at formal facilities so they elected to do their own!</p> <ul style="list-style-type: none"> <li>• Plant is ISO 14001 Certified since 2003</li> <li>• Energy team to utilize and control all footprints of electrical usage</li> <li>• Green Recycling- Eco wood- pallets are recycled for playground mulch -<a href="https://www.ecowoodsolutions.com/">https://www.ecowoodsolutions.com/</a></li> <li>• Auger recycle pallets</li> <li>• Recycle scrap metal</li> <li>• Recycle Cardboard bales</li> </ul> <p>Plants have achieved 50% Greenhouse Gas Reduction since 2008 baseline year.</p> <p>Springfield Assy. invested in its own waste water treatment plant.</p> <p>Navistar has reduced its water withdrawal by 65% across all manufacturing operations since 2012.</p> <p><a href="https://www.navistar.com/StaticFiles/navistar/whoweare/Navistar_Sustainability_Report_2018.pdf">https://www.navistar.com/StaticFiles/navistar/whoweare/Navistar_Sustainability_Report_2018.pdf</a></p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Navistar does not have any third party eco-labels beyond USEPA compliance on all vehicles and engines manufactured.
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>We are committed to diversity both internally within our workforce and externally with our supply base. We have a Supplier Diversity Program to bring awareness and emphasis to our business practices. We continue to grow our commitment and purchases from our diversity business partners. We embrace diversity as a way of business. Our Supplier Diversity Program is designed to develop and foster strategic supplier relationships with companies owned by minorities, women, veterans, and small business enterprises.</p> <p>Navistar Diversity Spend:  \$927,000,000 - 2019  \$277,000,000 - through 3/31/20</p> <p>WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM</p> <p>Small Business  A small business refers to a U.S. for-profit business that meets the U.S. Small Business Administration's established numerical definitions of small business or size standards. For more information visit: <a href="http://www.sba.gov/content/am-i-small-business-concern">http://www.sba.gov/content/am-i-small-business-concern</a>.</p> <p>Minority-Owned Business  A minority-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian, Black, Hispanic, or Native American.</p> <p>Woman-Owned Business  A woman-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by a woman.</p> <p>Veteran-Owned Business  A veteran-owned business refers to a business that is at least 51 percent owned, controlled, and operated on a daily basis by veterans. A veteran is a person who served on active duty with the U.S. Army, Air Force, Navy, Marine</p>

Corps or Coast Guard, who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in the line of duty or while in training status also qualify as a veteran.

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

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

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

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

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

**CERTIFYING ORGANIZATIONS**

**National Minority Supplier Development Council (NMSDC)**  
Regional Affiliates  
1359 Broadway Suite 1000  
New York, NY 10018  
Tel: 212-944-2430

**Small Business Administration's 8(a) and Small Disadvantaged Business Programs**  
409 3rd St., SW  
Washington, D.C. 20416  
Tel: 800-827-5722

**Women's Business Enterprises National Council (WBENC)**  
1120 Connecticut Ave., NW, Suite 950  
Washington, D.C. 20036  
Tel: 202-872-5515  
Fax: 202-872-5505

**Chicago Minority Supplier Development Council (CMSDC)**  
216 W. Jackson Blvd., Suite 600  
Chicago, IL 60606  
Tel: 312-755-8880  
Fax: 312-755-8890

**Canadian Aboriginal and Minority Supplier Council**  
282 Richmond St. East, #101  
Toronto, Ontario M5A 1P4

		<p>Tel: 905-479-1114 Women's Business Business Development Council (WBDC)        8 South Michigan Ave., 4th Floor        Chicago, IL 60603        Tel: 312-853-3477        Fax: 312-853-0145        SECOND-TIER PROGRAM        At Navistar, we believe that in order to remain competitive and profitable in the 21st century, we must engage in business activities with diverse suppliers, and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development, we have implemented a Second Tier Reporting System, which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database. This is considered our Second Tier Spend.</p>
41	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>The largest school bus dealer network in the U.S. and Canada to sell and service the products enumerated within this rfp.</p> <p>We are dedicated to the school bus business with both CE and RE products.</p> <p>IC Bus strives to meet FTA Buy America regulations set forth in 49 CFR § 661.11 and will provide a Buy America Certification document (see attached sample for the RE series model) that provides the detailed percentage of domestic (U.S.) origin components for a particular model year vehicle.</p> <p>and if required, would conform to Buy America standards.</p> <p>An award winning Parts Distribution system designed to minimize downtime and have the right parts available at the right time, for our dealers and thus the Member customers.</p> <p>Environmentally favorable products that encompass both Clean Diesel, alternative fueled propane products, and re-manufactured goods.</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?	<p>IC Bus Base Warranty does cover all products, parts, and labor, less maintenance parts and or abuse for the first 12 months of service.</p> <p>Many components, especially key components such as Engines, Transmissions, Frame Rails, Axles, and Seat Frames and Foams, have significantly longer warranty periods.</p>

43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>The IC Warranty Document (attached) will clarify.</p> <ol style="list-style-type: none"> <li>1. The warranty coverage document also covers restrictions of coverage, competitive with rest of industry restrictions/limitations.</li> <li>2. External influence, damage, modifications, etc.</li> <li>3. Failure due to improper use, misapplication or abuse could be denied.</li> <li>4. Failure due to improper maintenance, storage deterioration, etc.</li> <li>5. Supplier Direct warranty requirements i.e. Cummins/Allison etc.</li> </ol>	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<ol style="list-style-type: none"> <li>1. On-road vehicles that are still under towing coverage, have a unit disabling failure, and covered by towing coverage can be repaired at failure site. When this is more cost effective and can be properly repaired without towing the unit back to a dealer, we will reimburse for the road call in lieu of the tow expense.</li> <li>2. This is not covered under the standard warranty period.</li> </ol>	*
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 Sourcewell participating entities in these regions be provided service for warranty repair?	All 50 U.S. States, and the Canadian Provinces and Territories are included for coverage.	*
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?	<p>Navistar does cover many supplier- based components through the standard warranty period. However, as indicated above there are a few Suppliers such as Cummins/Allison that require their concerns to return to their distributors for repair and warranty.</p> <p>Additionally, supplier direct warranties may be available from the supplier subsequent to the 12 month IC Bus warranty.</p> <p>Equipment installed at the dealer, or an aftermarket modification center are not covered by the IC Bus warranty. These items would be warranted by the selling dealer and/or the aftermarket modification center itself.</p>	*
47	What are your proposed exchange and return programs and policies?	<ol style="list-style-type: none"> <li>1. Our vehicles will be delivered as ordered and warranted free of defects and workmanship. If a vehicle is not performing to the level expected, we will engage the appropriate Field Service Personnel including our Technical Field Service Manager to expedite a repair plan. Our expectation is to not only resolve your concern fully, but also in a timely manner.</li> </ol>	*
48	Describe any service contract options for the items included in your proposal.	<p>IC Bus offers a multitude of Extended Service Contracts</p> <p>Extended Service Contracts</p> <p>Towing @ \$275 per incident Towing @ \$550 per incident Towing @ \$1,100 per incident</p> <p>Extended Vehicle Coverage Including Body Extended Vehicle Coverage Excluding Body</p> <p>PrePackaged Component Systems - Starter and Alternator PrePackaged Component Systems - Electrical</p> <p>PSI Comprehensive Propane Engine PSI Comprehensive Gasoline Engine</p> <p>Cummins Full Engine Cummins Full Engine Minus Maintenance Cummins Major Components Cummins Full Engine, Minus Injectors Cummins Full Engine + Aftertreatment</p>	*

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment terms are as specified by the selling dealer, the school bus industry is characterized typically by payment upon delivery.
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	There are many finance lease options available within the industry, your selling dealer will be the local subject matter expert.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>The IC Bus Dealer will verify the requesting entity is a Sourcewell Member. If the requesting entity is not a Sourcewell Member the dealer will assist them in becoming a Member.</p> <p>Once the Member has determined the specifications of the bus, the IC Bus Dealer will price the bus using the Sourcewell IC Bus workbook developed for this contract.</p> <p>It assures the Member obtains the bus priced properly at the prescribed in the contract and provides an easy to read template laying out prices and discounts.</p> <p>The IC Bus dealer will submit the information to our Finance Team (CSA) who provides them an authorization number. Upon receipt of the Member P.O., the selling dealer sends the workbook and the P.O. and orders upon the factory.</p> <p>The selling dealer will shortly receive a job number and VIN. The unit will be identified by a special Feature Code so they can be easily tracked in the system. If purchased from Stock, the authorization number will be utilized for tracking purposes.</p> <p>Order to build timing will vary based on seasonality and is generally in the 120-150 day timeframe.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Card usage and terms would be specified by the selling dealer. Generally, school bus purchase is outside the scope of P-Card usage. Any fees imposed by the process would be above the discount and selling structure described herein.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
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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>IC Bus will utilize a pricing program for the IC Bus dealers that defines a percentage of discount off the list price of all the vehicles. Inclusive of base chassis and options. Total Chassis and Options List, less percentage discount equals the selling price of the chassis.</p> <p>Spreadsheet in Appendix along with a sample proposal for each model and key configuration. Sourcewell Members can modify the specifications to their needs and local requirements and are not limited to the specifications submitted.</p> <p>IC Bus pricing for the 2020 Sourcewell RFP for School Buses with Related Accessories (RFP #63020) is based on the U.S. dollar.</p> <p>For units purchased by Sourcewell Members in Canada an exchange rate will be added to the pricing on the Sourcewell Member's proposal. IC Bus utilizes this same process for pricing with its dealers and Education customers in Canada.</p> <p>IC Bus will provide the selling dealer with the appropriate exchange rate when the unit is quoted and that exchange rate will be honored for 60 days.</p> <p>IC Bus has a dedicated school bus representative in Canada to serve the Canadian dealers and Canadian Sourcewell members.</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>There are unique discount percents for the CE with Diesel engine, CE with Propane engine, CE with Gasoline engine and RE with Diesel engine.</p> <table border="1" data-bbox="816 945 1495 1102"> <thead> <tr> <th>Model Transaction</th> <th>MSRP</th> <th>Discount</th> <th></th> </tr> </thead> <tbody> <tr> <td>CE w/Diesel</td> <td>\$185,368</td> <td>54.5%</td> <td>\$84,342.44</td> </tr> <tr> <td>CE w/Propane</td> <td>\$197,561</td> <td>52.5%</td> <td>\$93,841.48</td> </tr> <tr> <td>CE w/Gasoline</td> <td>\$186,471</td> <td>55.3%</td> <td>\$83,352.54</td> </tr> <tr> <td>RE w/Diesel</td> <td>\$253,781</td> <td>55.2%</td> <td>\$113,693.89</td> </tr> </tbody> </table> <p>Pricing will be locked into the Summer Price Pages for a year at a time. Federally Mandated Surcharges and Emissions will be added as required.</p>	Model Transaction	MSRP	Discount		CE w/Diesel	\$185,368	54.5%	\$84,342.44	CE w/Propane	\$197,561	52.5%	\$93,841.48	CE w/Gasoline	\$186,471	55.3%	\$83,352.54	RE w/Diesel	\$253,781	55.2%	\$113,693.89
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55	Describe any upcharge and/or discount structure that applies on a State-by-State or Province-by-Province basis for Sourcewell Participating Entities in the US or Canada. Upload relevant pricing materials (if applicable) in the document upload section of your response.	<p>There is no geographical differentiation.</p> <p>End unit pricing will of course vary based upon specification chosen. Each unit will of course comply with the discount structure detailed in 53, 54, and 56.</p>																				
56	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Orders of 5 or more will receive an additional \$1500 discount per unit.</p> <p>Orders of 20 or more will receive an additional \$1500 discount per unit.</p> <p>Volume pricing can mix/match CE and RE models and option content. (example; \$3000 per unit therefore on a 22 unit order of 17 CE and 5 RE)</p>																				
57	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>The IC Dealers have access to the IC Bus Custom Bus Center where additional non-stock goods can be added. These goods would be quote-based from the IC dealer to the Sourcewell Member.</p> <p>CBC added goods carries a 12 month warranty.</p> <p>Goods purchased outside of the bus assembly process, including the CBC can be added to the Member's proposal with a handling fee not to exceed 5% of these Goods and Modifications.</p>																				

58	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.	IC Bus charges the dealers a storage fund fee of \$140 and as such would be added below the vehicle price line and be included within the Total Cost quoted to the Member.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	IC Bus dealers contract their own freight and as such would be added below the vehicle price line and be included within the Total Cost quoted to the Member.	*
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	IC Bus dealers contract freight independent of IC Bus, as such freight charges will be added into the Total Cost and be below the vehicle price line.	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	IC Bus dealers can arrange delivery options with the Sourcewell Member that may be more suitable for local conditions or needs. These unique delivery options would be a matter for the Sourcewell Member and the IC Dealer.	*

**Table 12: Pricing Offered**

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

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
63	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.	We will establish a required Feature Code similar to how our Vocational Truck Group monitors the units. Also within our pricing methodology the dealer pricing will need to be submitted for verification. This will ensure member pricing as well as provide a secondary audit trail.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	IC Bus is pleased to provide Sourcewell with following administrative fee. CE School Bus - \$1500 RE School Bus - \$1500 These rebates are not in the dealers' proposal and will be paid quarterly along with the detailed summary sheet. Parts purchased on Sourcewell Fleet Charge Program, Sourcewell will receive .5% (.005) of the total sales to Sourcewell Members using Fleet Charge

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

Line Item	Question	Response *
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65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>IC Bus produces Type C school buses for regular route, Special Needs and MFSAB, the same is true for the RE product.</p> <p>The CE has the option of the B6.7 Cummins diesel engine, the PSI 8.8L Propane or Gasoline engine all with the Allison 2500 PTS as standard.</p> <p>The RE is offered with the L9 Cummins wet sleeve diesel engine and the Allison 3000 PTS as standard.</p> <p>The school bus industry has a myriad of needs resulting in option availability beyond the scope of this document.</p> <p>Our dealers stand well positioned to assist with any Member in the spec'ing of their unit for the needs and local specifications required. We also offer our Custom Bus Center to assist any Member in adding equipment and making changes to the unit beyond what is factory offered.</p> <p>General:</p> <p>Frame rails are a high strength low alloy steel painted prior to mounting of the body. The rails are also laser aligned, machine punched, and powder coated prior to assembly and all assembly uses Grade 8 bolts. The frame is reinforced with an inverted "L" in the front shock mount area.</p> <p>All units are equipped with a yellow crossing gate, electrically actuated on the front contoured heavy-duty bumper.</p> <p>Front springs are parabolic taper leaf. Air brakes are standard with color and size coded nylon air lines. Automatic slack adjusters are standard as is ABS and ATC. This is in addition to the aforementioned ESC and Advanced Collision Mitigation system.</p> <p>Power steering with tilt steering and steering wheel mounted switches are standard. These switches can be deployed elsewhere or mounted in a redundant fashion also.</p> <p>Daytime Running Lights are standard, as is the one-piece tilt hood with integral air pre-cleaner to enhance air filter life and prevent water intrusion. An air cleaner mounted air restriction gauge is included.</p> <p>All IC bodies utilize a 78" headroom ceiling, and an industry leading 36" wide entrance door. The rear emergency door has hidden hinges to prevent corrosion. The body side sheets are 16-gauge smooth steel as are the side skirts. Insulation for roof and sides is included.</p> <p>IC Bus Leave No Student Behind push button post trip inspection system is standard. 18" electric, metal blade Stop Arm with incandescent lights is standard.</p> <p>This highlights some of the key features to be found on the IC Bus.</p> <p>Custom Bus Center (CBC): The CBC is an offline installation center for the Tulsa Bus Plant. The CBC can provide quotes to install items commonly installed in the aftermarket. Some examples include internal/external camera systems, WiFi router, USB outlets, etc.</p> <p>Check out the IC Bus YouTube channel for more great information. <a href="https://www.youtube.com/user/NavistarICBus/featured?disable_polymer=1">https://www.youtube.com/user/NavistarICBus/featured?disable_polymer=1</a></p>
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66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	IC Bus is here to serve the Sourcewell Membership, in the event a member needs a special feature or chassis configuration that may not be readily apparent do not hesitate to ask your local IC Bus dealer you are working with, or you can reach out to the contacts listed Randall Ray, or Katie Stok.
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### Table 14B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
67	Type A School Bus	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	IC Bus does not offer a Type A bus, though most of our dealers hold a Type A contract with another manufacturer.
68	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	The IC Bus CE (Type C) is offered with the Cummins B6.7 diesel engine, the Power Solutions 8.8L Gasoline Engine, and the Power Solutions International 8.8L Propane engine.
69	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	The IC Bus RE (Type D) is a rear engine premium product exclusively offered with the Cummins L9 wet sleeve diesel engine.
70	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	School Activity buses can be either Type C or Type D and would conform with the IC Bus model offerings for a School Bus.

**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.	<p>Member satisfaction survey.  Number of proposals generated.  Number of units ordered.  Communication of goals and results within the IC Bus team.  Campaigns to reach Members.  Training and presentations for the IC Bus network.</p>
72	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>IC Bus is proud to be the first to introduce Active Collision Mitigation. Active Collision Mitigation goes beyond warnings to the driver, the ACM system will brake the vehicle as needed when following too close to the preceding vehicle.</p> <p>The Fusion upgrade available will brake the vehicle when a stationary vehicle is detected in the roadway in addition to following too close. Fusion also adds Lane Departure Warning and Overspeed Notification.</p> <p>IC Bus utilizes the IMMI passenger seats which have a unique frame within a frame design. Doing so allows both belted and unbelted passengers the maximum protection available.</p> <p>Construction of the base bus utilizes 16 gauge side sheets as standard, the thickest available as a side sheet, and a fuel tank cage that is both, inside of the frame rails and is a cage unto itself. Essentially creating a double layer of protection.</p> <p>Remote Diagnostics as offered through the On Command Connection system comprise a unique safety system by reducing the risk of an on-highway breakdown.</p>
73	Identify any bus types, models, configurations, or engine/power alternatives that are not yet available in your bus offerings but that are scheduled to be released during the anticipated term of the Sourcewell contract.	<p>The primary new model to debut within this contract will be the launch of a full Electric School Bus, or EV. The EV is currently being prototyped and readied for limited delivery beyond this closing date. It will come to full production during this contract period.</p> <p>IC Bus will continue to enhance and upgrade its models in powertrain, body, and electrical, to maintain and/or exceed competitive needs within the industry.</p>
74	Describe any options, accessories, supplies, parts, and services that you are proposing that are not described in any other section of your response. Upload relevant pricing materials (as applicable) in the document upload section of your response.	See attached Parts Program.

**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](#) - Financial Data.zip - Tuesday June 23, 2020 16:00:09
  - [Marketing Plan/Samples](#) - Marketing.zip - Wednesday June 24, 2020 13:40:11
  - [WMBE/MBE/SBE or Related Certificates](#) - Corporate Reference Links.xlsx - Wednesday June 24, 2020 14:30:27
  - [Warranty Information](#) - IC Warranty.zip - Wednesday June 24, 2020 13:36:57
  - [Pricing](#) - Pricing.zip - Wednesday June 24, 2020 13:38:58
  - [Additional Document](#) - Additional Documents.zip - Wednesday June 24, 2020 14:16:49

## 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 Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  - 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. - Randall Ray, Sales Education and Training Director, IC Bus, LLC

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_3_School Buses_RFP063020</b> Wed June 17 2020 12:48 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_2_School Buses_RFP063020</b> Fri June 12 2020 01:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_School Buses_RFP063020</b> Mon May 18 2020 12:33 PM	<input checked="" type="checkbox"/>	1