

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 08/19/25☒ Resolution ☐ Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Autocar Truck, LLC, for class 7-8 chassis with related equipment, for the Department of General Services.

Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| <input type="checkbox"/> Bonds | <input type="checkbox"/> Contract Approval | <input type="checkbox"/> Intergovernmental Agreement |
| <input type="checkbox"/> Budget - Pay Plan | <input type="checkbox"/> Donation | <input type="checkbox"/> Lease |
| <input type="checkbox"/> Budget - 4% | <input type="checkbox"/> Easement Abandonment | <input type="checkbox"/> Maps |
| <input type="checkbox"/> Capital Improvements | <input type="checkbox"/> Easement Accept/Acquisition | <input type="checkbox"/> Master List A&E |
| <input type="checkbox"/> Capital Outlay Notes | <input type="checkbox"/> Grant | <input type="checkbox"/> Settlement of Claims/Lawsuits |
| <input type="checkbox"/> Code Amendment | <input type="checkbox"/> Grant Application | <input type="checkbox"/> Street/Highway Improvements |
| <input type="checkbox"/> Condemnation | <input type="checkbox"/> Improvement Acc. | <input type="checkbox"/> Other: _____ |

FINANCE Amount +/-: \$ _____

Funding Source: ☐ Capital Improvement Budget
☐ Capital Outlay Notes
☐ Departmental/Agency Budget
☐ Funds to Metro
☐ General Obligation Bonds
☐ Grant
☐ Increased Revenue Sources

Match: \$ _____

☐ Judgments and Losses
☐ Local Government Investment Project
☐ Revenue Bonds
☐ Self-Insured Liability
☐ Solid Waste Reserve
☐ Unappropriated Fund Balance
☐ 4% Fund

Other: _____ Date to Finance Director's Office: 8/4/2025 | 5:28 PM CDTApproved by OMB: Elizabeth Jefferson

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine Reed/mjw**ADMINISTRATION**

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy

Administration – Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Autocar Truck, LLC, for class 7-8 chassis with related equipment, for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Sourcewell, a state of Minnesota public entity, and Autocar Truck, LLC, a copy of which is attached hereto and incorporated herein; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro Departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement between Sourcewell, a state of Minnesota public entity, and Autocar Truck, LLC, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Josua V. Ortiz-Munoz

Assistant Metropolitan Attorney

Friday, March 7, 2025



Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Generally, cooperatives are appropriate when the purchase is for goods; cooperatives are not appropriate when the purchase is for services.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email zak.kelley@nashville.gov.

Departmental Information

What is your name?	Grace Wichert
What is your department?	General Services- Office of Fleet Management
What is your email address?	grace.wichert@nashville.gov
What is your phone number?	(615) 862-5084
In addition to your department, will other Metro departments be utilizing this cooperative?	<input checked="" type="button" value="Yes."/>
If other Metro departments will be utilizing this cooperative, list them here:	Metro-Wide
How much do you estimate spending on this cooperative contract?	\$5,000,000

Cooperative Information

What is the cooperative entity?	<input checked="" type="button" value="Cooperative - Sourcewell."/>
What is the lead agency?	Sourcewell
Who is the supplier?	Autocar Truck, LLC

Is the supplier registered in iSupplier?

Yes.

If yes, what is the supplier's ISN?

23242

What is the contract number?

03282024-ATC

When did the contract start?

Monday, November 11, 2024

When does the contract end?

Sunday, July 9, 2028

What was the solicitation method for this contract?

RFP - Request for Proposal.

What is the good/service that this cooperative will be utilized to purchase?

Class 4-8 chassis and related equipment that may include, but is not limited to: refuse, concrete, dump, and street sweeping equipment.

Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?

The cooperative resulted from a competitive solicitation that received a total of 35 responses to provide Class 4-8 chassis and cabs and related equipment. We are seeking approval to utilize a total of five (5) contracts for similar equipment. Allowing the use of these contracts will provide Metro access to equipment that includes, but is not limited to, refuse, concrete, dump and street sweeping trucks. With current volatility in the manufacturing industry the ability to have access to multiple contracts will increase availability and options, while leveraging competitive pricing utilizing Sourcewell members spending power.

Upload the original contract from the lead agency.



Autocar Contract 032824.pdf



Autocar 032824-ATC Pricing Sheet.pdf

Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?

No.

This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.

Yes.

I accept the terms of this contract without exception.

Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency.



RFP and Addendums-Class 4-8 Chass... .pdf



Proof of Publication-Class 4-8 Chassi... .pdf



Prop. Opening Record-Class 4-8 Chas... .pdf



Comment and Review-Class 4-8 Chas... .pdf



Prop. Eval.-Class 4-8 Chassis 032824.pdf

This solicitation was advertised, open, and unrestricted.

Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.

Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.

Yes



Cooperative Request Review

This cooperative request for class 7-8 chassis with related equipment from Auto Car via Sourcewell contract #032824-ATC is recommended for approval.

The anticipated project value is **\$5,000,000.00**. The estimated savings to Metro via this cooperative is **\$1,015,071.00**.

The cooperative was requested by the **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Sourcewell; the lead agency is Sourcewell. Sourcewell is a public institution in Minnesota that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 26 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for supplies and products. To the extent that services are included, they are related to the functionality and performance of these supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement (**20% off MSRP**) leverages both the scale of Sourcewell membership and the competition of 26 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$1,015,071.00.**

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on these firms.

Metro will also work with the vendor to maximize, to the extent practicable, participation of small & disadvantaged firms where subcontracting opportunities are available.

Prepared by Zak Kelley
03/07/2025



Cooperative Request Signature Form

Co-Op Request Number	c2025047
Date Received	March 7, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

3/7/2025 | 2:52 PM CST
Date Signed



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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

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

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:

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

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

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

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

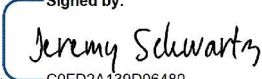
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION


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

032824-ATC

Sourcewell

Signed by:

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

Autocar Truck, LLC/Autocar Industries LLC

DocuSigned by:

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

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

Vendor Details

Company Name: Autocar Truck, LLC

Does your company conduct business under any other name? If yes, please state: Autocar Industries, LLC

Address: 4680 Pinson Valley Parkway
Birmingham, AL 35215

Contact: Christian Spain

Email: cspain@autocartruck.com

Phone: 205-858-0173

HST#: 36-4429858

Submission Details

Created On: Tuesday March 12, 2024 11:10:41

Submitted On: Thursday March 28, 2024 13:09:03

Submitted By: Christian Spain

Email: cspain@autocartruck.com

Transaction #: d4b52f02-8508-44cc-9ae6-bb5c2c9837d4

Submitter's IP Address: 12.70.246.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

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

Table 2: Company Information and Financial Strength

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

Table 3: Industry Recognition & Marketplace Success

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

Table 4: References/Testimonials

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

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

Table 5: Top Five Government or Education Customers

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

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

Table 6: Ability to Sell and Deliver Service

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

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

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

Table 7: Marketing Plan

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

Table 8: Value-Added Attributes

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

Table 9A: Warranty

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

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

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

Table 10: Payment Terms and Financing Options

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

Table 11: Pricing and Delivery

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

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

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documents

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

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Base pricing.pdf - Wednesday March 27, 2024 14:00:03
 - [Financial Strength and Stability](#) - Autocar Credit Reference letter.pdf - Wednesday March 27, 2024 13:38:03
 - [Marketing Plan/Samples](#) - Marketing.zip - Wednesday March 27, 2024 13:56:48
 - [WMBE/MBE/SBE or Related Certificates](#) - EPA and CARB certificates.zip - Thursday March 28, 2024 08:29:47
 - [Warranty Information](#) - Warranties.zip - Wednesday March 27, 2024 12:33:11
 - [Standard Transaction Document Samples](#) - Autocar Sourcewell quote template.pdf - Wednesday March 27, 2024 14:31:53
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Autocar Training Requirements.pdf - Wednesday March 27, 2024 14:38:42

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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








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

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

☒ Yes ☐ No

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

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

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



Autocar #032824-ATC

Pricing for contract #032824-ATC offers Sourcewell participating agencies the following discounts:

- 20% off list pricing.
- There are times when Autocar can realize savings based on volume orders in which case the savings would be in addition to the standard discount offered to members. Autocar would pass on any manufacturer's rebate programs that would come up during the course of the contract to the member. Any cost reductions from such programs will be passed on to the member.



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

Proposal Due Date: March 28, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	February 8, 2024
Pre-proposal Conference:	February 28, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	March 20, 2024, 4:30 p.m., Central Time
Proposal Due Date:	March 28, 2024, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 28, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. Awards under this solicitation for Class 4-8 chassis and cabs² will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Category 1: **All** engines, fuel, and propulsion type chassis and cabs:

- a. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.
- b. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1 above.

² The vehicle weight classes are defined by the Federal Highway Administration (FHWA) and are used consistently throughout the industry. These classes, 1-8, are based on gross vehicle weight rating (GVWR), the maximum weight of the vehicle, as specified by the manufacturer.

Category 2: Electric Propulsion Systems **only** chassis and cabs:

- a. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4,
 - ii. Class 5,
 - iii. Class 6,
 - iv. Class 7,
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 2 above.

2. The primary focus of this solicitation is on Class 4-8 Chassis and Cabs. This solicitation should NOT be construed to include services-only, or transit bus solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Automobiles, Vans, SUVs, and Light Trucks with Related Equipment, Accessories, and Services (RFP #091521); and
- b. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #061023)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$250 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).

4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to

INCOMPLETE. The proposer can view this status change in the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account. The proposer is solely responsible to check the “MY BIDS” section of the Sourcwell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer’s proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcwell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer’s complete proposal must be submitted through the Sourcwell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcwell. **Late proposals will not be considered.** It is the proposer’s sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcwell is solely determined by the Sourcwell Procurement Portal web clock.

In the event of problems with the Sourcwell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcwell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcwell’s support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcwell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcwell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities’ use; and

- Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;

- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



02/8/2024

Addendum No. 1

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

Table 18, Line Item 87 in the Sourcewell Procurement Portal has been updated, and is now Table 17, Line Item 86.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 02/8/2024, is required at the time of proposal submittal.



02/14/2024

Addendum No. 2

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does a manufacturer's dealer qualify as a proposer or is there a requirement that the proposer be a manufacturer of the equipment?

Answer 1:

This RFP is not limited to manufactures only; each proposal is evaluated based on the criteria stated in RFP section VI. Evaluation and Award.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 02/14/2024, is required at the time of proposal submittal.



02/21/2024

Addendum No. 3

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

For purposes of clarification, RFP Section II. B. 1 has been amended as follows to include **used chassis** within the ancillary or complementary equipment or products sections for both category 1 and category 2.

New RFP Section II. B. 1 Language:

"Sourcewell is seeking proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services. Awards under this solicitation for Class 4-8 chassis and cabs¹ will be in two (2) categories. Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Category 1: **All** engines, fuel, and propulsion type chassis and cabs:

- a. Internal Combustion Engine fuel types including but not limited to: Gasoline, Diesel, Propane Autogas, CNG, Biodiesel, or other alternative fuels for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;

¹ The vehicle weight classes are defined by the Federal Highway Administration (FHWA) and are used consistently throughout the industry. These classes, 1-8, are based on gross vehicle weight rating (GVWR), the maximum weight of the vehicle, as specified by the manufacturer.

- iv. Class 7;
- v. Class 8.
- b. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, Hybrid Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4;
 - ii. Class 5;
 - iii. Class 6;
 - iv. Class 7;
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, **used chassis**, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1 above.

Category 2: Electric Propulsion Systems **only** chassis and cabs:

- a. Battery Electric Vehicle (BEV), Fuel Cell Electric Vehicle, or other alternative Electric Propulsion Systems for the following class chassis:
 - i. Class 4,
 - ii. Class 5,
 - iii. Class 6,
 - iv. Class 7,
 - v. Class 8.

Proposers may include related equipment, accessories, parts, upfitting, services, **used chassis**, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 2 above.”

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcwell Procurement Portal on 02/21/2024, is required at the time of proposal submittal.



03/6/2024

Addendum No. 4

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

When Sourcewell requests a quote and/or invoice, will the currency be in correspondence to the respective participant's country, or still remain as \$USD?

Answer 1:

See Contract Template Section 5 and Section 6 for information regarding a participating entities access to and use of the resulting contract. Specifically, section 6 states, "Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms".

Section III. A. of the RFP document provides all respondents guidance on pricing proposals, sub-part 3 of that section states all proposed pricing must be, "stated in U.S. and Canadian dollars (as applicable)".

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/6/2024, is required at the time of proposal submittal.



03/18/2024

Addendum No. 5

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We would like some more clarification on question number 71 : Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. We would like to make sure we are answering it correctly so more information would be great.

Answer 1:

In the competitive process, Sourcewell cannot advise a proposer on the content of the proposal. It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer's offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/18/2024, is required at the time of proposal submittal.



03/20/2024

Addendum No. 6

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Could you please clarify question - 77 Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis?

Answer 1:

See RFP Section II. B. 1 - Proposers may include related equipment, accessories, parts, upfitting, services, and Class 3 chassis to the extent that these solutions are ancillary or complementary to the equipment or products being proposed in Category 1.

Question 2:

Portal Questionnaire | TAB 1: Proposer Identity & AuthRe [SIC]: # 4: Provide CAGE code or Unique Entity Identifier (SAM):

Questions: If the participating bidder is in process of obtaining a CAGE code or Unique Entity Identifier (UEI) SAM, will this disqualify the bidder? Is this required to bid?

Answer 2:

A CAGE or Unique Entity Identifier (SAM) code is not required to be considered for or awarded a Sourcewell contract. Proposals are evaluated based on the criteria as stated in the RFP. Refer to the General Instructions above Questionnaire Table 1. Respond "N/A" if a question does not apply (preferably with an explanation).

Question 3:

Page. 6 | E. Estimated Contract Value and Usage: Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$250 Million; therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

Question: Please provide raw data on the statement provided in this section?

Answer 3:

This RFP's anticipated volume is an estimate based on past volumes of similar Sourcwell contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 4:

Page.6 | F. Marketing Plan: Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

Question: Can the agency please clarify this request, is the agency asking how the supplier plans to market the cooperative agreement; can the agency provide detail on what the agency is seeking on this Marketing Plan?

Answer 4:

In the competitive process, Sourcwell will not advise a proposer on the content of the proposal, so it is left to the discretion of each proposer to articulate a marketing plan within the Questionnaire Table 7 (line Item 36-39) that aligns with its business methods and satisfies all the requirements of RFP Section II. F. - Marketing Plan. The solicitation is a competitive process and proposals are evaluated on the criteria stated in the RFP.

Question 5:

Page.7 | III Pricing: B. Administrative Fees. Proposers awarded a contract are expected to pay to Sourcwell an administrative fee in exchange for Sourcwell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

Question: is the agency focused on the 1% -2% fee or can the bidder offer their administrative fee?

Answer 5:

It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry. Within the Questionnaire tables, Table 13, Line Item 68, provides the respondent the opportunity to Identify a proposed administrative fee that you will pay to Sourcewell.

Question 6:

Page 8. | IV. Contract: Contract. [SIC]

Question: Will agency accept redlines, if yes, prior or with the submission of the bid response?

Answer 6:

See Questionnaire, Step 1, Table 18, Line Item 86 - Exceptions to Terms, Conditions, or Specifications Form. "To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Question 7:

Is an organization allowed to provide their own submission, while also being part of another company's submission (for the same Sourcewell RFP)?

Answer 7:

See RFP Section II. G - Additional Considerations - 2. "A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion."

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/20/2024, is required at the time of proposal submittal.



03/21/2024

Addendum No. 7

Solicitation Number: RFP 032824

Solicitation Name: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are we required to submit Vehicle Specifications and Pricing for this initial RFP 032824 Class 4-8 Chassis and Cabs. I don't find this information anywhere in the Document we are working on to Submit. [SIC]

Answer 1:

Proposers should include all relevant information in its proposal. See RFP Section III. Pricing and RFP Section II. B. Requested Equipment, Product, or Services, for details. The RFP Questionnaire has tables specific to Pricing and Requested Equipment, Products, or Services under Step 1 and document uploads are allowed in Step 2 of the proposal preparation process.

End of Addendum

Acknowledgement of this Addendum to RFP 032824 posted to the Sourcewell Procurement Portal on 03/21/2024, is required at the time of proposal submittal.



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Thursday, 02/08/2024

Contracting Opportunity

Title: Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Agency: Sourcewell

Division: Procurement Department

Contract Number: 032824

CR Number: 2106365

Contract Term: 4 years

Date of Issue: 02/08/2024

Due Date/Time: 03/28/2024 4:30 PM
Central Time

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Autocar Truck

Certified Stainless dba West-Mark

Crane Carrier (Battle Motors)

Kenworth

Lion Electric Co.

Mack Trucks

National Auto Fleet

Navistar (International Truck)

Peterbilt

Contact Information

Primary contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358



Affidavit of Publication

To: Sourcewell - Carol Jackson
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2580077, CLASS 4-8 CHASSIS AND CABS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

State of OR

County of Multnomah

}
} SS:
}

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

CLASS 4-8 CHASSIS AND CABS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES
SOURCEWELL

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:

02/09/2024.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 12th day of February 2024

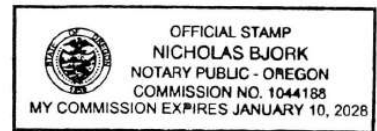
By:

A handwritten signature in black ink that reads "Michelle A Ropp".

Michelle A. Ropp

By:

A handwritten signature in black ink that reads "Nicholas Bjork".



Nicholas Bjork
Notary Public, State of OR
No. 1044188

My commission expires on January 10, 2028

EXHIBIT A

**SOURCEWELL
CLASS 4-8 CHASSIS AND CABS
WITH RELATED EQUIPMENT,
ACCESSORIES, AND SERVICES**

**Proposals due 4:30 pm,
March 28, 2024**

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Feb. 9, 2024. 2580077

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION

Lisa Truax
Po Box 219
Staples MN 56479-0219


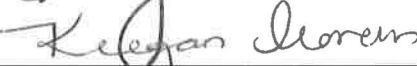
STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

02/08/2024, 02/15/2024

and that the fees charged are legal.
Sworn to and subscribed before on 02/15/2024

Legal Clerk

Notary, State of WI, County of Brown

2.14.28

My commission expires

Publication Cost: \$42.55

Order No: 9823627

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Customer No: 1191238

PO #: LOKL0058504

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KEEGAN MORAN
Notary Public
State of Wisconsin

Request For Proposals
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

LPXLP

February 8, 15 2024

LOKL0058504



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
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El Nuevo Herald

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The Sun News - Myrtle Beach
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Attention: Carol Jackson

SOURCEWELL

PO BOX 219

STAPLES, MN 56479

carol.jackson@sourcwell-mn.gov

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Class 4-8 Chassis and Cabs with Related Equipment**, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0158442
Feb 8 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:

02/08/24

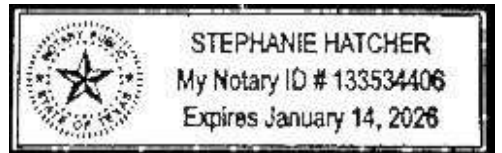
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 14th day of February in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

first battle but not war

small victory for the NCAA keeps NIL rules in place, at least for now.

There's no time for the NCAA to change here will be an injunction in Knoxville, Tenn., on Feb. 13, which could be frozen until the end of the season.

After Corker made that decision in his order.

It addresses only plaintiffs' claims for a temporary restraining order of the proceeding," he said.

The Attorney General Jonathan Brinkley requested emergency relief from the Division I football regulations, when recruits can be recruited with a university.



The Tennessee football team runs through the T during a game against Tennessee Tech in 2021. BRIANNA PACIORKA/KNOXVILLE NEWS SENTINEL

But Corker said those requirements for urgency were not met.

If the injunction is granted, however, it would be a much bigger loss for the NCAA and make this restraining order obsolete. But if the NCAA also fends off the injunction, it will compound the states' losses.

Judge pointed to obstacles ahead for NCAA

Speaking of that injunction, Corker appeared to indicate the NCAA faces an uphill battle to win the next round, specifically

against charges that its NIL rules violate antitrust laws.

"Considering the evidence currently before the court, plaintiffs are likely to succeed on the merits of their claim under the Sherman Act (antitrust)," Corker wrote.

He said the "NCAA's NIL-recruiting ban likely harms competition" and therefore is "anticompetitive." Furthermore, he said the rules in question "likely foster economic exploitation of student-athletes."

Those are harsh words and a high hurdle for the NCAA to clear.

to the NCAA's investigation into allegations that UT broke NIL rules, which are always related.

Since the NCAA held off on a decision at least for another week, UT expects the investigation to continue in the direction of the probe on the balance.

If the injunction is denied, the NCAA could be emboldened to continue its investigation.

But if the injunction is granted, UT will be shocked if the NCAA punishes or suddenly reduces its football program's allegations.

After all, would the NCAA punish UT for breaking rules that are unenforceable in the courts? Certainly could, but that would be a surprise.

UT acknowledged the investigation exists, but it has not received a formal inquiry.

So there's still time for the NCAA to heat up or cool down.

Messi plays in Tokyo to end Inter Miami world tour

Messi entered in the second half of a soccer match in Tokyo on Wednesday and nearly scored in 30 minutes, salvaging the end of his worldwide preseason on a high note.

He entered in the 60th minute of Inter Miami's match against Japanese club Vissel Kobe at Japan National Stadium and appeared close to full recovery from his adductor injury, which had him to miss a match in Hong Kong on Sunday.

Miami's match with Vissel Kobe ended in a scoreless draw, but both teams participated in penalty kicks to determine the winner. Vissel Kobe won 4-3 on penalties.

Messi found the back of the net in the 72nd minute, but his shot was blocked by the goalie. And his rebound shot hit the net before another player headed it away. Messi also had a chance where he dribbled into the penalty area in attempts to finish for his teammates.

After the match, Messi delivered on the promise he made after his absence due to his injury in Hong Kong on Sunday, which had local officials feeling duped by his promise to participate in a charity event for local children one day earlier.

The event turned into a bout of bad weather, forcing Messi to clear the air with the media conference Tuesday and play in the match on Wednesday.

Inter Miami made stops in El Salvador and Honduras before returning to South Florida and will travel clocking in at more than 10,000 miles in the air – enough to circle the globe once.



Inter Miami's Lionel Messi controls the ball during the friendly match Wednesday against Vissel Kobe at the National Stadium in Tokyo. EUGENE HOSHIKO/AP

Inter Miami, and the MLS.

Messi was listed on Inter Miami's roster and announced in the stadium as a substitute for the match. But Messi was not among his teammates warming up for the match before the game.

When the second half began, Messi came back out of the locker room wearing a heavy jacket and long warmup pants.

It appeared the rest seemed to help Messi, who entered in the 60th minute and told Gregor to keep the captain's arm band. It was distinctly different from his brief appearance last Wednesday in Saudi Arabia where he was testing out his injury and played conservatively.

Messi ran at a fast pace and his feet

But the same couldn't be said for fellow Barcelona teammate Sergi Busquets, who slowly walked off the field in the 25th minute with a left ankle injury. Jordi Alba, who finished the match in spite of aggravating his right groin injury.

Luis Suarez, who missed the Hong Kong match due to knee injury, started in Tokyo and attempted a long kick in the 72nd minute, but his footed shot was close to the goal but came off in the 75th minute.

Inter Miami had some questions to make at halftime. Since even play after Busquets aggravated injuries? It would seem Inter Miami to remain competitive in the world's best player. But the decision after the back of the season and Inter Miami faced after Hong Kong made the journey murky.

Messi left the pitch after the match, waving to fans outside the locker rooms.

After two weeks in the United States and Asia, Inter Miami is heading to South Florida and will travel clocking in at more than 10,000 miles in the air – enough to circle the globe once.

What is Messi's next move? Inter Miami's upcoming schedule

Inter Miami returned home for a match in Tokyo on Wednesday.

One week later, it will have a preseason match against club Newell's Old Boys, Merida, on Feb. 15 at DRV



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

Bid Type RFP

Bid Number 032824

Title Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Start Date Feb 8, 2024 9:05:00 AM CST

End Date Mar 28, 2024 4:30:00 PM CDT

Agency Sourcewell

Bid Contact Tara Wolff

(218) 541-5362

rfo@sourcewell-mn.gov

202 12th Street NE

P.O. Box 219

Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.

[Notification report] [Access report]

Questions

0 Questions

0 Unanswered

[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date	Feb 28, 2024 10:00:00 AM CST
Location	Online Conference
Notes	Login information will be emailed two business days prior to the event to those registered in the Sourcewell Portal.

Documents

No Documents for this bid

Customer Support: agency.support@publicpurchase.com | Copyright 1999-2024 © | The Public Group, LLC. All rights reserved.





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View Details

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Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 032824
Bid Name:	Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services
Bid Status:	Closed
Bid Closing Date:	Thu Mar 28, 2024 4:30:00 PM (CDT)
Question Deadline:	Wed Mar 20, 2024 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details.
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://portal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time , and late proposals will not be considered.

Bid Document Access:

Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.

Categories:

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Register for this Bid



Download Bid Documents



OPEN

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

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024 at 04:30 PM CT and late proposals will not be considered.

Important Dates

- Pre-Proposal Conference:
February 28, 2024 at 10:00 AM CT
- Proposal Due:
March 28, 2024 at 04:30 PM CT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#)



Publish

/Verify Contents

Save as Template

Solicitation Setting

- ✓ Invite Bidders

No
- ✓ Evaluate Response online

No
- ✓ Internal Approval

No
- ✓ Enable Collaboration with other Users

No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	032824
Solicitation Name	Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	032824 Class 4-8 Chassis
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Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	\$250,000,000.00
Publish Date	02/08/2024	Closing Date & Time	03/28/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

- Automotive/ Industrial
- Industrial Vehicles/ Equipment
- Fire trucks, Ambulances, Transport Trucks, Garbage Trucks, Buses (school and commercial), Utility Trucks, Ride-on Lawn Mowers, decontamination trailers, streetcars, ice-resurfacers, office trailers, trains etc



Solicitation Overview



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

032824

Closing Date: 03/28/2024 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

- X
- 1

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- 2

Amendments
- 3

Bid Results
- 4

Award
- 5

Audit



Preview

Print

Notice Categories

Basic Information

Estimated Contract Value (CAD)
250,000,000.00 (Not shown to suppliers)

Issuing Organization
Sourcewell

Solicitation Number
032824

Source ID
PP.CO.USA.868485.C88455

Reference Number
0000264192

Solicitation Type
RFP - Request for Proposal (Formal)

Title
Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal... [See more](#)

Dates

Publication Date
2024/02/08 09:35:01 AM EST

Question Acceptance Deadline
2024/03/20 05:30:00 PM EDT

Questions are submitted online
No

Closing Date
2024/03/28 05:30:00 PM EDT

Bid Intent
Not Available

Prebid Conference
2024/02/28 11:00:00 AM EST

Contact Information

Procurement Department

rfp@sourcewell-mn.gov

218-894-1930

Pre-Bidding Events

Event Type
Prebid Conference

Attendance
Recommended

Event date
2024/02/28 11:00:00 AM EST

Location
Online Conference

Event Note
Login information will be emailed two business days prior to the event to those registered in the Sourcewell Portal.

Bid Submission Process

Bid Submission Type
Electronic Bid Submission

Pricing
In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No



Proposal Opening Record

Date of opening: March 28, 2024

Sourcewell posted Request for Proposal #032824, for the procurement Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services, on the Sourcewell Procurement Portal [portal.sourcewell-mn.gov] on Thursday, February 8, 2024, and the solicitation remained in an open status within the portal until March 28, 2024, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on March 28, 2024, the date and time specified in the Solicitation Schedule.


The undersigned certify that all responses received on Request for Proposal #032824 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:


72 HOUR, LLC dba National Auto Fleet Group - Submitted Wed Mar 27, 2024 at 6:09:27 PM
Amthor International - Submitted Wed Mar 27, 2024 at 4:11:06 PM
Autocar Truck, LLC - Submitted Thu Mar 28, 2024 at 1:09:03 PM
Battle Motors, Inc. – Submitted Thu Mar 28, 2024 at 2:58:24 PM
Bollinger Motors, Inc. - Submitted Thu Mar 28, 2024 at 4:01:43 PM
Buyers Products Company, Inc. - Submitted Thu Mar 28, 2024 at 3:02:24 PM
BYD Motors, LLC - Submitted Thu Mar 28, 2024 at 9:01:48 AM
Certified Stainless Service, Inc. dba West-Mark - Submitted Thu Mar 28, 2024 at 11:17:01 AM
Daimler Trucks North America, LLC - Submitted Thu Mar 28, 2024 at 9:56:59 AM
Dennis Eagle, Inc. - Submitted Mon Mar 25, 2024 at 7:03:25 AM
Ed Murdock Superstores, Inc. dba Lavonia Ford - Submitted Thu Mar 28, 2024 at 3:58:22 PM
Electric Vehicle Conversions, LLC dba Electric Vehicle Choice (EVC) - Submitted Thu Mar 28, 2024 at 1:55:38 PM
Emerald Transportation Solutions, LLC - Submitted Thu Mar 28, 2024 at 4:11:31 PM
Expertec Van Systems, Inc. - Submitted Thu Mar 28, 2024 at 12:42:35 PM
GreenPower Motor Company, Inc. - Submitted Thu Mar 28, 2024 at 2:44:58 PM
Hino Motors Sales U.S.A., Inc. - Submitted Thu Mar 28, 2024 at 11:14:41 AM
Kenworth Truck Company, Division of PACCAR, Inc. - Submitted Wed Mar 27, 2024 at 7:02:51 PM

Lion Buses, Inc. (The Lion Electric Company) - Submitted Wed Mar 27, 2024 at 12:29:01 PM
LOS ANGELES TRUCK CENTERS (VVG Holdings, LLC) - Submitted Thu Mar 28, 2024 at 2:11:33 PM
Mack Trucks, Inc. - Submitted Wed Mar 27, 2024 at 4:13:41 PM
Navistar, Inc. (International Truck) - Submitted Thu Mar 28, 2024 at 11:14:55 AM
Nikola Corporation - Submitted Thu Mar 28, 2024 at 2:29:39 PM
North Central International dba Hoglund Bus Co. - Submitted Tue Mar 26, 2024 at 3:14:05 PM
Olathe Ford Sales, Inc. - Submitted Thu Mar 28, 2024 at 2:17:18 PM
Par-Kan Company, LLC - Submitted Thu Mar 28, 2024 at 3:49:46 PM
Peterbilt Motors - MD Sales - Submitted Thu Mar 28, 2024 at 9:59:08 AM
REE Automotive USA, Inc. - Submitted Thu Mar 28, 2024 at 11:44:11 AM
Roundtrip EV Solutions, Inc. - Submitted Thu Mar 28, 2024 at 2:52:53 PM
Rush Enterprises (Rush Truck Centers of Texas, L.P.) - Submitted Thu Mar 28, 2024 at 2:25:34 PM
Stellar Industries, Inc. - Submitted Thu Mar 28, 2024 at 1:24:38 PM
Stykemain Chevrolet, LLC - Submitted Wed Mar 27, 2024 at 12:56:32 PM
Truck Country of Wisconsin - Submitted Thu Mar 28, 2024 at 2:57:07 PM
Truckcorp, LLC - Submitted Thu Mar 28, 2024 at 1:29:54 PM
VALLEY FORD OF HURON, INC. (Valley Truck Centers)- Submitted Wed Mar 27, 2024 at 4:16:38 PM
Workhorse Technologies, Inc. - Submitted Thu Mar 28, 2024 at 9:29:32 AM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on March 28, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:

0B0204E40D3E445...

Michael Muñoz, CPPB, Senior Procurement Analyst

DocuSigned by:

6EE63AEDED5F46E...

Carol Jackson, Procurement Analyst



COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #032824
Entitled

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

The following advertisement was placed February 8, 2024 in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal <https://portal.sourcewell-mn.gov>, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, February 9, 2024 in Oregon's *Daily Journal of Commerce*, and February 8 and February 14, 2024 in *The Oklahoman*:

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 28, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

72 HOUR, LLC dba National Auto Fleet Group	Kenworth Truck Company, Division of PACCAR, Inc.
Acela, Inc.	Lion Buses, Inc. (The Lion Electric Company)
Amthor International	LOS ANGELES TRUCK CENTERS (VVG Holdings, LLC)
Aria Contracting Sales & Services, Inc.	Mack Trucks, Inc.
Autocar Truck, LLC	Mall Chevrolet
Battle Motors, Inc.	Merlin Ford Lincoln
Betts Platinum Group, LLC	Midwest Bus Parts, Inc.
Bollinger Motors, Inc.	Mohawk Electric Trucks
Boucher Group Inc.	Motiv Power Systems, Inc.
Broadway Ford Truck	MTECH Incorporated
Buyers Products Company, Inc.	Navistar, Inc. (International Truck)
BYD Motors, LLC	Nikola Corporation
CAM CLARK FORD SALES, LTD 2012	North Central International dba Hoglund Bus Co.
Campbell Freightliner of Orange County, LLC	Olathe Ford Sales, Inc.

Campbell Freightliner, LLC	Pacifico Ford, Inc.
CARL BLACK OF ORLANDO, LLC	Par-Kan Company, LLC
Certified Stainless Service, Inc. dba West-Mark	Peterbilt Motors - MD Sales
Colonial Equipment Company	Pioneer Truckweld, Inc.
Computer Design Center, LLC	R Noble & Sons, Inc.
Concord Road Equipment Mfg., LLC	REE Automotive USA, Inc.
Creative Bus Sales, Inc.	Ricart Properties, Inc.
Daimler Trucks North America, LLC	RIDE MOBILITY, LLC
Dennis Eagle, Inc.	Roundtrip EV Solutions, Inc.
Dobbs Ford, Inc.	Rush Enterprises (Rush Truck Centers of Texas, L.P.)
Ed Murdock Superstores, Inc. dba Lavonia Ford	Rush Truck Centers of Illinois, Inc.
Electric Vehicle Conversions, LLC dba Electric Vehicle Choice (EVC)	Rush Truck Centers of Oklahoma, Inc.
Emerald Transportation Solutions, LLC	Southland International Trucks, Ltd.
Endera Motors	Stellar Industries, Inc.
Expertec Van Systems, Inc.	Stinar, LLC
Garber Highland, Inc.	Stykemain Chevrolet, LLC
GCL Diesel Injection Service	TEC Equipment
GENERAL BODY MANUFACTURING CO., INC.	The Fab Shop, LLC
Gincor Industries	Truck Country of Wisconsin
GovZERO	Truckcorp, LLC
GreenPower Motor Company, Inc.	VALLEY FORD OF HURON, INC. (Valley Truck Centers)
Gregory Poole Equipment Company	Vector Fleet Management
Harlow's Bus Sales, Inc.	Viking Cives Midwest, Inc.
Hino Motors Sales U.S.A., Inc.	Village of Lowville
Ice Glen Holdings, Inc.	Certified Stainless Service, Inc. dba West-Mark
Isuzu Commercial Truck of America	Whites Welding, LLC
JOE AHRENS, INC.	Workhorse Technologies, Inc.
John Grappone, Inc.	Zeus Electric Chassis, Inc.
Ken Garff Ford	

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on March 28, 2024, at 4:30 pm CT. Proposals were received from the following:

72 HOUR, LLC dba National Auto Fleet Group
 Amthor International
 Autocar Truck, LLC
 Battle Motors, Inc.
 Bollinger Motors, Inc.
 Buyers Products Company, Inc.
 BYD Motors, LLC
 Certified Stainless Service, Inc. dba West-Mark
 Daimler Trucks North America, LLC

Dennis Eagle, Inc.
Ed Murdock Superstores, Inc. dba Lavonia Ford
Electric Vehicle Conversions, LLC dba Electric Vehicle Choice (EVC)
Emerald Transportation Solutions, LLC
Expertec Van Systems, Inc.
GreenPower Motor Company, Inc.
Hino Motors Sales U.S.A., Inc.
Kenworth Truck Company, Division of PACCAR, Inc.
Lion Buses, Inc. (The Lion Electric Company)
LOS ANGELES TRUCK CENTERS (VVG Holdings, LLC)
Mack Trucks, Inc.
Navistar, Inc. (International Truck)
Nikola Corporation
North Central International dba Hoglund Bus Co.
Olathe Ford Sales, Inc.
Par-Kan Company, LLC
Peterbilt Motors - MD Sales
REE Automotive USA, Inc.
Roundtrip EV Solutions, Inc.
Rush Enterprises (Rush Truck Centers of Texas, L.P.)
Stellar Industries, Inc.
Stykemain Chevrolet, LLC
Truck Country of Wisconsin
Truckcorp, LLC
VALLEY FORD OF HURON, INC. (Valley Truck Centers)
Workhorse Technologies, Inc.

Proposals were reviewed by the Proposal Evaluation Committee:

James Voelker, CPCM, CFCM, Procurement Manager
Ginger Line, MPA, NIGP-CPP, CPPB, Senior Procurement Analyst
Carol Jackson, Procurement Analyst
Michael Muñoz, CPPB, Senior Procurement Analyst

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal responses from Expertec Van Systems, Inc., and Par-Kan Company, LLC fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

Autocar Truck, LLC is a medium and heavy-duty truck manufacturer selling and servicing Class 7 and 8 chassis. They bring multiple product lines in various configurations, including options for CNG. Their dealer network has a presence in all states and provinces and their products are backed by a solid warranty. Autocar Truck is offering Sourcewell participating entities competitively discounted pricing.

Battle Motors, Inc. is a manufacturer offering 20 different medium and heavy-duty models. Their presence includes 37 dealers with 144 locations in the United States. Battle Motors offers a true low entry chassis. They are offering competitive discounts off MSRP pricing to Sourcewell participating entities.

Certified Stainless Service, Inc. dba West-Mark, is offering their full line of Class 4-8 chassis, as well as turn-key truck solutions including D.O.T. tanks, vacuum tanks and specialty equipment of all types in stainless steel, aluminum, and mild steel. They provide customer service to Sourcewell participating entities in the United States and Canada. West-Mark offers a significant discount on their products along with volume discounts.

Daimler Trucks North America manufacturers Class 6-8 commercial vehicles. They sell and service their products through their network of over 400 sales locations and approximately 150 parts and service locations. They provide a solid warranty for their large number of configurations available. Daimler offers a solid price discount to all Sourcewell participating entities.

Electric Vehicle Conversions, LLC is a manufacturer offering battery electric, hydrogen fuel cell electric vehicles along with fleet electrification products. With their factory direct sales force and 800 sales representatives and 2200 DOT/ASE certified technicians, they can cover all the United States and Canada. They offer different kinds of training at no cost with vehicle purchase. They are offering competitive discounts off MSRP pricing to Sourcewell participating entities.

Kenworth Truck Company offers truck chassis in Class 5-8 that are available at over 400 dealers in the United States and Canada. Their advanced technology includes increased safety, improved fuel economy, navigation systems, diagnostic tools, and proactive diagnostic and repair planning before the truck reaches the shop. Kenworth Truck Company is offering Sourcewell participating entities a solid discount off their list pricing.

Lion Buses, Inc. is a zero-emission heavy-duty battery electric truck and bus manufacturer, that has a proven track record with vehicle ranges up to 250 miles per charge. Their trucks feature a tight turning radius, and optimization of visibility to enhance safety. Lion offers Sourcewell participating entities volume discounts along with their substantial discounted list pricing.

Mack Trucks, Inc. includes truck chassis alternatives in Class 6-8 with sales through 432 dealer locations in the United States and Canada. They have a dedicated UpTime Center staffed with over 600 people providing live support 24/7/365. All Mack powered trucks come standard with connectivity and remote monitoring of the Mack engine, transmission, and after-treatment systems. Sourcewell participating entities will have access to a variety of financing and leasing options, competitive discounts, and extended service plans.

National Auto Fleet Group is offering Class 4-8 chassis from 11 different manufacturers including Ford, RAM FCA, Chevrolet, HINO, ISUZU, International, Volvo, Freightliner/Western Star, MACK, Kenworth, and Peterbilt. Through their direct sales force and dealerships, as well as their manufacturer partner dealer networks, they can sell and service across the United States and Canada. Sourcewell participating entities will receive a significant discount off MSRP.

Navistar, Inc. manufactures and offers a large selection of Class 4-8 chassis models to fulfill Sourcewell participating entity needs. Navistar is offering Sourcewell participating entities a solid discount. Their extensive dealer network is positioned to serve the needs of Sourcewell participating entities across North America.

Nikola Corporation is a manufacturer of battery-electric and hydrogen fuel cell electric Class 8 vehicles. With their factory direct sales force and 175 authorized dealers, they can cover all the United States. Their focus and commitment to sustainability is present in what they build and how they do it. They are offering competitive discounts off list pricing to Sourcewell participating entities.

Olathe Ford Sales, Inc. has been in business for over 100 years. They are offering numerous models in Classes 3-7 from multiple manufacturers. With their large direct sales force and vast partner network, they can serve and sell across the United States and Canada. Their offering includes ICE as well as a fully electric offering. Olathe is offering Sourcewell participating entities a solid discount off their list pricing.

Peterbilt Motors Company is medium and heavy-duty Class 6-8 truck manufacturer that has been around for over 80 years. Their dealer network consists of 432 locations along with 7 parts distribution centers. Some of the advances they offer are their configurable digital display, Smart Nav, SmartAir, collision mitigation, driver information display, stability control, Zinc coated frame rails, and Allison FuelSense, among others. Peterbilt offers Sourcewell participating entities substantial discounts from list pricing.

Roundtrip EV Solutions, Inc. provides Class 4-8 electric chassis focusing on the refuse industry along with various maintenance and repair options along with charging infrastructure. They are offering equipment interoperability, charger interoperability, integrated software, 96% guaranteed charger uptime, and an energy management system. Their “Full-Service Lease” is a program offered to all Sourcewell participating entities which includes necessary services along with the chassis. Sourcewell participating entities will have access to significant discounts, and extended service plans.

Rush Truck Centers of Texas has been serving truck buyers for almost 70 years with over 140 locations in the United States. They are offering Class 4-8 chassis from eight different manufacturers. Their offering includes multiple ICE drivetrains with one BEV option as well. Participating entities will receive a solid discount off MSRP with a volume discount at 10 units.

Truckcorp, LLC was founded in 1971 and has grown to 65 locations with more locations included with their partner networks. They offer 16 options of Class 4-8 chassis along with a myriad of upfitting options for various industries’ models to fulfill Sourcewell participating entity needs. Truckcorp is offering a considerable discount. Their dealer network can serve Sourcewell participating entities across the United States and Canada.

Workhorse Technologies, Inc. is offering a line of Class 4-6 electric chassis and stepvan options to further their mission of pioneering the transition to zero-emission commercial vehicles. Workhorse offers sales and service through 12 dealers in 17 states. They provide service to Sourcewell participating entities in the United States. Workhorse offers a significant discount on their products along with a retroactive volume discount.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #032824 to:

Autocar Truck LLC	#032824-ATC
Battle Motors, Inc.	#032824-CRN
Certified Stainless Service, Inc. dba West-Mark	#032824-CER
Daimler Trucks North America	#032824-DAI
Electric Vehicle Conversions, LLC	#032824-ELV
Kenworth Truck Company	#032824-KTC

Lion Buses, Inc.	#032824-LON
Mack Trucks, Inc.	#032824-MAK
National Auto Fleet Group	#032824-NAF
Navistar, Inc	#032824-NVS
Nikola Corporation	#032824-NKA
Olathe Ford Sales, Inc.	#032824-OLA
Peterbilt Motors Company	#032824-PMC
Roundtrip EV Solutions, Inc.	#032824-RDT
Rush Truck Centers of Texas	#032824-RTG
Truckcorp, LLC	#032824-TRK
Workhorse Technologies, Inc.	#032824-WKH

The preceding recommendations were approved on June 20, 2024.

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Manager

DocuSigned by:
Ginger Line
851994C8DEB1414...
Ginger Line, MPA, NIGP-CPP, CPPB, Senior Procurement Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst II

DocuSigned by:
Michael Muñoz
0B0204E40D3E445...
Michael Muñoz, CPPB, Senior Procurement Analyst

STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #032824 for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services**.

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.
2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

Signed by:



C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer



Proposal Evaluation
Class 4-8 Chassis and Cabs RFP #032824
Category 1

	72 HOUR, LLC dba National Auto Fleet Group	Amthor International	Autocar Truck, LLC	Battle Motors, Inc.	Buyers Products Company, Inc.	Certified Stainless Service, Inc. dba West- Mark	Daimler Trucks North America, LLC	Dennis Eagle, Inc.	Ed Murdock Superstores, Inc. dba Lavonia Ford	Emerald Transportation Solutions, LLC	Expertec Van Systems, Inc.	Hino Motors Sales U.S.A., Inc.	Kenworth Truck Company, Division of PACCAR, Inc.
	Possible Points												
Conformance to RFP Requirements	50	44	42	42	43	41	45	44	43	41	41	42	44
Pricing	400	339	328	326	333	326	335	331	321	321		331	344
Financial Viability and Marketplace Success	75	66	63	63	59	60	66	65	61	56		64	69
Ability to Sell and Deliver Service	100	85	69	81	77	73	80	90	84	74		80	90
Marketing Plan	50	45	43	38	43	41	43	44	42	38		37	43
Value Added Attributes	75	63	59	61	62	57	63	64	62	56		56	64
Warranty and Performance Standards or Guarantees	50	44	39	43	44	37	40	44	43	38		40	43
Depth and Breadth of Offered Equipment, Products, or Services	200	178	164	164	166	166	173	168	134	167		156	174
Total Points	1,000	863	807	818	826	802	844	850	789	784		805	870
Rank Order		2	13	12	10	15	5	4	19	20		14	1

	LOS ANGELES TRUCK CENTERS (VVG Holdings, LLC)	Mack Trucks, Inc.	Navistar, Inc. (International Truck)	North Central International dba Hoglund Bus Co.	Olathe Ford Sales, Inc.	Par-Kan Company, LLC	Peterbilt Motors - MD Sales	Rush Enterprises (Rush Truck Centers of Texas, L.P.)	Stellar Industries, Inc.	Stykemain Chevrolet, LLC	Truck Country of Wisconsin	Truckcorp, LLC	VALLEY FORD OF HURON, INC.
	Possible Points												
Conformance to RFP Requirements	50	43	43	45	42	44	43	44	42	37	39	43	43
Pricing	400	274	331	299	311	323	314	331	324	258	276	338	271
Financial Viability and Marketplace Success	75	68	68	65	61	64	67	65	60	50	59	65	64
Ability to Sell and Deliver Service	100	86	87	87	73	83	87	84	78	60	73	84	74
Marketing Plan	50	42	41	44	40	42	42	38	39	31	39	44	39
Value Added Attributes	75	64	66	66	56	62	66	61	59	47	60	68	63
Warranty and Performance Standards or Guarantees	50	44	44	44	40	44	44	41	41	34	41	43	41
Depth and Breadth of Offered Equipment, Products, or Services	200	174	163	174	162	170	168	176	156	163	159	173	173
Total Points	1,000	795	843	823	782	830	831	840	798	677	747	858	767
Rank Order		18	6	11	21	9	8	7	16.5	24	23	3	22

DocuSigned by:
Michael Muñoz
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DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

Proposal Evaluation
Class 4-8 Chassis and Cabs RFP #032824
Category 2



Possible Points		Bollinger Motors, Inc.	BYD Motors, LLC	Electric Vehicle Conversions, LLC dba Electric Vehicle Choice (EVC)	GreenPower Motor Company, Inc.	Lion Buses, Inc. (The Lion Electric Company)	Nikola Corporation	REE Automotive USA, Inc.	Roundtrip EV Solutions, Inc.	Workhorse Technologies, Inc.
Conformance to RFP Requirements	50	37	42	43	42	43	42	41	43	42
Pricing	400	293	296	325	306	320	318	318	333	320
Financial Viability and Marketplace Success	75	50	61	58	58	62	60	53	55	56
Ability to Sell and Deliver Service	100	50	69	76	68	75	83	75	69	67
Marketing Plan	50	39	39	41	40	39	40	41	42	40
Value Added Attributes	75	49	61	65	60	64	62	61	64	59
Warranty and Performance Standards or Guarantees	50	36	42	43	42	43	42	43	41	41
Depth and Breadth of Offered Equipment, Products, or Services	200	108	157	176	149	167	138	136	168	154
Total Points	1,000	660	766	827	764	811	784	765	814	778
Rank Order		9	6	1	8	3	4	7	2	5

DocuSigned by:
Leo A
0B0204E40D3E445...

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Carol Jackson, Procurement Analyst

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Envelope Originator:

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Procurement Resource Group

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Nashville, TN 37219

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Signer Events

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Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

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Elizabeth Jefferson

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Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

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Signature Adoption: Pre-selected Style

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Electronic Record and Signature Disclosure:

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Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

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Electronic Record and Signature Disclosure:

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Tessa V. Ortiz-Marsh

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Security Level: Email, Account Authentication
(None)

Tessa V. Ortiz-Marsh

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Signed: 8/5/2025 9:16:11 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 8/5/2025 9:16:01 AM

ID: 50cd65f2-6603-48d4-9b60-0a6681c50e3d

Signer Events	Signature	Timestamp
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/31/2025 8:17:59 AM ID: b32b56ba-4672-41b5-92d2-6d7bd2a064f1		
Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/5/2025 9:16:01 AM ID: 50cd65f2-6603-48d4-9b60-0a6681c50e3d		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/31/2025 9:31:35 AM ID: be736ee8-0543-49c1-bcc4-284286d53112		
Gary Clay gary.clay@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

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