



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Navistar Inc. dba Fleet Charge

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Navistar Inc. dba Fleet Charge, 2701 Navistar Dr., Lisle, IL 60532 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.
- 13) **Supplier Representations:**

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.
- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement 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 design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**

a) **During the term of this Agreement:**

- i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

- b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

c) **Use; Quality Control.**

- i) 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.
- ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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.

- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.
- 21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:
- a) **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 Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

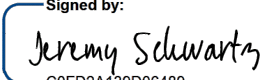
Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

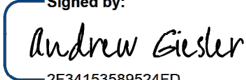
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.
- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/12/2024 | 12:21 PM CST

Navistar Inc. dba Fleet Charge

Signed by:

 By: 2F34153589524FD...
 Andrew Giesler
 Title: Director of National Accounts
 Date: 11/12/2024 | 12:16 PM CST

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name: Navistar Inc.
Does your company conduct business under any other name? If yes, please state: OH
Address: 2710 Navistar Dr.
Lisle, IL 60532
Contact: Andy Giesler
Email: andrew.giesler@navistar.com
Phone: 614-507-7560
Fax: 614-507-7560
HST#: 36-1264810

Submission Details

Created On: Thursday June 13, 2024 14:15:26
Submitted On: Tuesday July 30, 2024 16:13:42
Submitted By: Andy Giesler
Email: andrew.giesler@navistar.com
Transaction #: 9f60e55a-78f5-4624-be09-e185fa91eac9
Submitter's IP Address: 136,226,109,109

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Andrew Giesler	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Navistar, Inc. dba Fleet Charge	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE 526V0 UEI MV36U3JR39Y8	*
5	Provide your NAICS code applicable to Solutions proposed.	336120 336390	
6	Proposer Physical Address:	2701 Navistar Dr. Lisle, IL 60532	*
7	Proposer website address (or addresses):	www.navistar.com	*
8	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):	6. Andy Giesler Director of National Accounts 2701 Navistar Dr. Lisle, IL 60532 Andrew.giesler@navistar.com 614-507-7560	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	6. Andy Giesler Director of National Accounts 2701 Navistar Dr. Lisle, IL 60532 Andrew.giesler@navistar.com 614-507-7560	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Raymond Beriau Pricing Director 2710 Navistar Dr. Lisle, IL 60532 raymond.beriau@navistar.com 331-332-3834	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Navistar and under its previous corporate name, International Harvester Company, had produced school buses beginning in the early 1900's. Navistar itself traces its roots back to Cyrus McCormick and the invention of the mechanical reaping machine in 1831. This key piece of agricultural equipment allowed expansion into more pieces of farm equipment and industrial growth through the 1800's.</p> <p>As the 20th Century dawned McCormick merged with other farm equipment manufacturers to form the International Harvester Company headquartered in Chicago, IL. Quickly they saw the need for further expansion and market need developing the International branded truck, including school buses. In more modern history, the farm equipment business was sold and Navistar was chosen for the new Corporate name which focused on trucks, buses, and engines.</p> <p>Today the company builds IC Bus products and International branded trucks. Both IC Bus and International trucks have the largest dealer network in the U.S. and Canada. Navistar has also recently partnered with Love's Truck Stops to further assist in providing service.</p> <p>Fleet Charge, Navistar's proprietary parts and service purchasing program was launched in 1987 to facilitate consistent parts pricing across the International Truck and IC Bus dealer network in the U.S. and Canada.</p> <p>Navistar currently operates 7 Parts Distribution Centers with one slated to open in the Pacific Northwest in late 2024, 600 dealer locations with 7,500 bays and 8,500 technicians.</p> <p>Navistar is wholly owned by Traton Group, which operates four brands globally. Scania, MAN, Navistar, and Volkswagen Truck and Bus. The Traton Group is one of the world's leading manufacturer of commercial vehicles. The Group's portfolio consists of trucks, buses, and light-duty commercial vehicles, as well as the sale of spare parts and customer services.</p> <p>Navistar, Inc. ("Navistar") is reimagining how to create more cohesive relationships, build higher-performing teams and find solutions where others don't. Based in Lisle, Illinois, Navistar or its subsidiaries and affiliates produce International® brand commercial trucks and engines, IC Bus® brand school and commercial buses, all-makes OnCommand® Connection advanced connectivity services, and Fleetrite®, ReNEWed® and Diamond Advantage® brands aftermarket parts. With a history of innovation dating back to 1831, Navistar has more than 14,500 employees worldwide and is a member of TRATON SE, a global champion of the truck and transport services industry.</p> <p>Navistar's vision is to accelerate the impact of sustainable mobility. This is our guiding star and informs all future decisions.</p>	*
12	What are your company's expectations in the event of an award?	Navistar's expectations are to become a preferred supplier for bus and truck parts to the Sourcwell membership via its Fleet Charge program.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Navistar is owned by Traton SE. The commercial vehicle business of Volkswagen. Sales in 2023 for Traton were 46B Euro. Traton has access to more than 4.3B Euro in credit and has 1.7B euro cash on hand. Traton has a Standard and Poor's long-term rating of BBB and a Moody's long term rating of Baa2. Traton investor relation website can be found at: https://ir.traton.com/en/	*
14	What is your US market share for the solutions that you are proposing?	There is currently no third-party matrix that measures parts market share. Class 6-8 trucks Navistar has 21% market share in 2024 for North America. IC Bus has 42% market share in 2024 for North America, and 35% for Government.	*
15	What is your Canadian market share for the solutions that you are proposing?	There is currently no third-party matrix that measures parts market share. Class 6-8 trucks Navistar has 21% market share in 2024 for North America. IC Bus has 42% market share in 2024 for North America, and 37% for Government.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	Navistar has never filed or petitioned for bankruptcy protection in their 100+ year history.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Navistar is a Truck and Bus manufacturer. We sell to our dealer channel who would be the member selling point. International Truck and IC Bus dealers are independently owned and operated. Navistar Dealers operate with a Sales and Service agreement administered by Navistar. The agreement sets forth standards and conditions that they agree to operate within. Sales representatives of the dealerships are employees of the dealership and hold all necessary licenses required by state and local authorities. IC Bus employs Parts Sales Managers to work with the dealers in a state of continuous improvement to augment the dealer capability.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State and local governments regulate our dealer businesses and their legal ability to go to market. Navistar requires the International Truck and IC Bus dealers to meet these requirements in order to sell buses within their defined territory. All International Truck and IC Bus dealerships hold the required licenses and requirements to conduct business.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	Navistar has not been subject to "Suspension and Debarment" in the past 10 years.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Edmonton PDC number one for top preforming warehouses in the Truck and Heavy Equipment category for the past 6 years in a row. ISO 14001 Compliant: Tulsa, OK Bus Plant Springfield, OH Truck plant Escobedo, Nuevo Leon, Mexico Truck Plant Huntsville, AL, Engine Plant Melrose Park, IL Engineering Center Santo Amaro, Sao Paulo, Brazil, Engine Plant Jesus Maria, Cordoba, Argentina, Engine Plant ISO 9001:2015 Certification: Certified Sites: Multi-Site Certifications #FM72225 Lisle, IL – Navistar, Inc. World Headquarters, Incl. Corporate Support and Product Engineering Melrose Park, IL – Navistar, Inc. IPD/Engineering New Carlisle, IN – Navistar Proving Grounds Escobedo, Mexico – Navistar Inc. Escobedo Assembly Plant Springfield, OH – Navistar, Inc. Springfield Assembly Plant Huntsville, OH – Navistar Big Bore Diesel Plant	*
21	What percentage of your sales are to the governmental sector in the past three years.	US market share for government sector over the past three years 2021 – 25% 2022 – 20% 2023 – 20%	*
22	What percentage of your sales are to the education sector in the past three years.	US market share for education sector over the past three years 2021 – 40% 2022 – 42% 2023 – 40%	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Navistar Parts holds no state, provincial or cooperative agreements in the government sector.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	All GSA contracts or supplier agreements within the network are managed directly by the local, independently owned International Truck or IC Bus dealership. Navistar has no standing contracts in place.	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Iowa Department of Transportation	Jody McNotten	515-239-1173	*
City of Kingston, Ontario	Gord Warner	613-546-4291	*
City of Tulsa	Brian Erickson	918-591-4068	*
Hagerstown Community College	Jack Drooger	240-500-2453	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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.	Navistar will assign a national account manager to support the relationship with Sourcewell and manage communication and engagement with the Sourcewell members. Additionally, each dealership is covered by a PSM who the NAM will work with and is assigned a local area of responsibility and maintains an inside and outside parts sales team to assist local Sourcewell members. This collaboration between the PSM's and the NAM's in Navistar will ensure that communication and work to drive business through Sourcewell will be met on all aspects of the business.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Navistar has the largest dealer network of any original equipment truck manufacturer in the United States and Canada with over 696 International locations. In addition, Navistar has a service agreement in place with 383 of the Love's Travel Stops and Speedco network, adding additional points of light for light service and repairs.	*
28	Service force.	<p>The International Truck and IC Bus dealer network includes 7,500 Service Bays and 8,500 highly trained, certified technicians, and over 1050 service locations in North America.</p> <p>In our ongoing effort to drive uptime and unmatched service to our customers, International Truck, IC Bus and our dealer network worked together to introduce diamond Edge Certification. When servicing a vehicle at an International Truck or IC Bus Diamond Edge Certified Dealership, customers experience faster service, immediate parts availability and a higher level of servicing expertise. To attain diamond Edge certification dealers must pass rigorous parts and service guideline, including the time it takes for a customer to get their truck diagnosed, repaired and back on the road.</p> <p>Certification is awarded once a dealership achieves a minimum of 4 out of 5 diamonds. Each diamond represents the dealers' commitment to: Continuous Improvement, Unparalleled Expertise, Technology Adoption, Maximum Uptime, and Repair Velocity.</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.	All parts orders for Sourcewell members will be handled through our independent International Dealers. All invoices must be charged through a Sourcewell Fleet Charge account to ensure the Sourcewell pricing with the member.	*
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.	Navistar will assign a national account manager to the source well account to help communicate the program and build a strong lasting relationship with source well and its members. In addition, each dealership with the international truck and IC bus network has assigned area of responsibility to ensure source well members within their territory are supported on a day-to-day basis. Navistar maintains hey customer service team to support our dealerships through ordering shipping or inventory management concerns. Additionally, the fleet charge program has a dedicated credit and customer service staff designed to support participating members through their use of the program. All fleet charge customer support inquiries receive an initial response within one business day and are brought to resolution within three business days, our credit team works with customers and dealers to bring any invoice disputes to resolution average time to close a dispute is 4.5 days.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Navistar would be happy to welcome Sourcewell members to our list of participating fleet charge customers in the United States. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members day one.	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Navistar would be happy to welcome Sourcewell members to our list of participating fleet charge customers in the United States. Our dealer network, sourcing and billing and reporting capabilities are all in place and fully functioning to support new members day one.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Based on our current dealer and distribution network Navistar does not foresee an issue supporting source well members in any US or Canadian geographic area a map displaying the distribution of our international and truck and IC bus dealerships is included in a fleet charge proposal in the attachment section a complete list of international truck and IC bus dealer locations can be found at https://www.internationaltrucks.com/dealer-locator	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	There are no limitations to Navistar's ability to service participating source well members across the government education and not-for-profit sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Fleet charge has participating dealer locations in Fairbanks and anchorage AK as well as Kapolei Hawaii Bayamon Ponce and Toa Baja in Puerto Rico. Navistar has standing service and delivery agreements in place with these dealer locations, and they have historically served fleet customers within each of their areas of responsibility well.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Our proposed pricing and payment terms will be extended to all Sourcewell members.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Marketing Plan</p> <ul style="list-style-type: none"> Put award information in social media dealer and customer communications plus messaging to TEM's that are in diamond partner program Joint marketing effort with NCL muni finance that uses LinkedIn plus YouTube videos Utilize Sourcewell banners and materials at trade shows and regional events include Andy Campbell in meetings with dealers, sales teams and members Utilized source well materials contract award materials and NCL materials on the sales and marketing Resource Center with the dealer reps Provide dealers with an updated source well membership list use parts program as opportunity to sign up members to Sourcewell Co-op funds for dealers to hold source well events Participation in local events set up by Sourcewell 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>International has a Sourcewell Website https://www.internationaltrucks.com/sourcewell that we use to support our social media efforts and paid search sitelinks. We have had several postings over the last 4 years targeting government and non-profit agencies back to this page.</p> <p>We use blended customer database to identify and conduct outreach campaigns that include eCRM/email. Outbound Telemarketing, direct mail, etc.... We adhere to CAN-SPAM regulations and related requirements for outbound and direct mail campaigns. These efforts have helped us realize double digit YoY growth with the Sourcewell membership.</p>	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We rely on Rachel Delaney at Sourcewell to keep us updated on new members. We also utilize and promote Sourcewell at events around the U.S. and Canada. We include Andy Campbell in planning, meetings, and training events. With the addition of the parts program, we will be expanding our education as well as dealer communication. On our current contract we have always had quick responses and great interaction over questions between Sourcewell the members and our dealers.	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	<p>See appendix B for our flyer. Our primary e-commerce tool is our OnCommand Parts Information powered by RepairLink. Below are some of the primary features:</p> <ul style="list-style-type: none"> VIN-Based Search No Navistar login required (contact you dealer for details) New Intuitive design Samat Device Enabled Search and purchase aftermarket parts Order online 24/7 with preferred dealerships View best-in-class part illustrations and technical diagrams Get real-time online order updates Use on tablet, mobile, or multi-browser <p>RepairLink is the easiest way to facilitate e-commerce transactions with Sourcewell customers. Orders are serviced not by some regional hub but by the same local International Dealer Network who has material on the shelf and can provide immediate parts and service to our customers. We already have several government and municipal customers utilizing this tool today. The incorporation of a Sourcewell program and continue to make use of the RepairLink tool for their ordering needs.</p> <p>Additionally, Navistar does have the ability to integrate procurement systems with customers in some limited situations.</p>	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Every international truck sold to Sourcewell membership comes with international "Silver Package" the silver package provides member with two years of online parts and service information including all service bulletins and I know technical help as well as health history information this is a \$1500 value at no charge service training is not standard or included with the product training can be done online some is fee based and some may be available through the local dealers university website portal training done in person or at a Navistar training center does have fees involved. These fees would be the same fees a dealer would pay between the selling dealer and equipment provider product operation training should be done at time of delivery all parts bought through Navistar carry a 12-month warranty on the part if that part is purchased and installed by an authorized Navistar service provider the labor would also be included.</p> <p>international 360 provides revolutionary service communications and fleet tools that put all service information together on site there is a link for international 360. https://www.internationaltrucks.com/I360</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Fleet Charge includes access to a web portal which provides easy access to all invoice copies for up to three years and custom reporting capabilities to pull part level vin level and location level purchase information into .CSV or .XML formats for data mining additionally Sourcewell users can access their current account status and year to date savings information at any time.</p> <p>Navistar also offers several additional programs that can be made available to source well members such as service partner which streamlines communications between source well members and the dealership for repair estimates and ensures service operations are billed then specified guaranteed hours.</p> <p>Additional programs include:</p> <p>International 360 (I360) – A revolutionary service communications and fleet tool that puts all service information together in one site.</p> <p>OnCommand Connection – Remote Diagnostics Repair Advocate – Service Communications Parts Information – VIN Based parts Catalog and Online parts ordering Service Information – Manuals & Information Service Partner – Standardized estimates Education Portal – Training Systems Fleet maintenance Tracking</p>

43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>In 2024 all Navistar major manufacturers facility successfully maintain ISO 14,001 certifications each of these locations were able to demonstrate that the environmental goals set by the organization are either met or on track exhibiting the company's commitment to continual improvement now to start promotes active site energy conservation teams and has challenged its facilities to reduce their electric consumption loads and load ratios by 4% year over year.</p> <p>In 2024 Navistar through its recycling contractor sent for reuse between 75% and 100% depending on equipment category of IT equipment including personal computers laptops LCD screens server's printers and other networking equipment this effort resulted in a product similarly 35,000 lbs. of e-waste processed 800 lbs. of toxic metals that approximately 45,000 lbs. of GHG emissions.</p> <p>Navistar's Chicago area sites utilize the assistive technology exchange network to recycle e-waste the ATEN refurbishes and recycles donated computers and distributes them to individuals with disabilities each year ATN provides Illinois students in a special education program with computers related equipment donated by individuals and corporations diverting hazardous waste from Illinois landfills.</p> <p>Navistar's PDC's reduced the use of packaging materials by increasing the use of returnable containers for the shipment of parts Navistar has an extensive parts where manufacturing program annually processing over 60 million pounds of parts materials Navistar sells and distributes remanufacture parts under their renewed and Fleetrite brands with approximately 11,300 different active part numbers for parts that can be remanufactured our remanufacturing program is based on an exchange system where customers return a used component known as a core in return for remanufactured product. some remanufactured products can be reused as many as nine times Navistar utilizes 4 central core return facilities located in Springfield, MO; Franklin, IN; cut Querétaro, Mexico; and Hannon, Ontario, which gives us an infrastructure designed to make it easy on dealers and customers to return used truck parts the return parts are used in our remanufacturing programs or for recycling in addition we have programs to recycled cardboard pallets and other packaging material Navistar maintains programs to incentivize the return of use parts core for remanufacturing can save energy and raw materials compared with new parts</p> <p>The results of Navistar's pollution preventing prevention and recycling efforts are also reflected in the company's toxic release inventory form R Reports the company reported 192,435 lbs. of production related waste material in its (TRI) form R reports for 2023 TRI data for 2024 will be available July 1st, 2024, based on US EPA reporting guidelines.</p>
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44	<p>Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.</p>	<p>Navistar's mission statement is to "accelerate the impact of sustainable mobility". Most of our plants are ISO 14001 certified as well as ISO 9001 certified. Our New Plant in San Antonio, Texas should receive ISO 14001 in 2024.</p> <p>Navistar has many green initiatives including the following path to zero emissions: We strive to achieve 50% new battery electric vehicle sales by 2030 and 100% by 2040 in the US and Canadian markets.</p> <p>Navistar's decarbonization effort is to move away from product fossil fuels. Beginning in 2021 Navistar's work through 2022 and into 2023 is leading to the development of targets to be submitted to the SBTi. this target will encompass scope 1 and scope 2 emissions and a target for scope 3 emissions from the use of products energy usage electrical energy usage. Electric driven products continue to be the focus of our products, which increased by 32% and 2022.</p> <p>On the energy purchased side of the equation, energy used by our facilities increased less than 2% in 2021 evidence of the energy efficiency gains and reduction of wasted energy in our operations circular business.</p> <p>Circularity not only saves raw resources from being used in the production process but uses less energy causes less emissions increase less waste than a new product. Navistar is early in its journey towards circular business model but is committed to moving in that direction. Remanufacturing, and the energy and emission impacts of remanufactured vehicle parts can be on average as low as 35% when compared to that of a new part and the waste impacts can be less than 10% compared with a new vehicle part.</p> <p>According to the 2018 United Nations environmental program report as a result remanufacturing can have significant impact Navistar sells and distributes remanufactured parts under the renewed and fleetrite brands with approximately 3000 different parts regularly remanufactured.</p> <p>In 2022, 64% of all waste generated was recycled compared to 67% in 2021 which represents A slight decrease likely related to the impacts of COVID-19 pandemic affecting waste segregation and recycling. Navistar has programs to that require re-useable racks for most of the material brought into our plants as well as recycling cardboard, pallets and other packaging material. We aim to shape our circular economy continuously improve towards our goal of 75% recycling rate and create less resource intense company.</p> <p>Conserving water resources. In 2022 Navistar used .51 million cubic meters of water in our operations a 9.1 increase from .47 million cubic meters of water in 2021. We did build substantially more vehicles in 2022. Our overall water usage has been trending lower during the years prior to the start of the pandemic but increased slightly compared to 2021 however the total water used per vehicle decreased due to improved efficiency at higher production levels.</p> <p>Environmental compliance remains a baseline value for us our manufacturing facilities are certified by outside auditors to comply with ISO 14,001. As mentioned above, our new Plant in San Antonio Texas is working on completing their ISO 14,001 certification this year. The 2023 sustainability reporting was not completed to include in this RFP.</p> <p>https://news.navistar.com/2022-07-29-Navistar-Positioned-for-a-More-Sustainable-Future-in-Annual-Sustainability-Report</p> <p>*</p> <p>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.</p> <p>"Navistar and IC BUS remain committed to diversity both internally and externally within our workforce and supply</p>
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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?	<p>International has a strong presence in the North American Government Sector, with the largest dealer network to sell and service the products used in the communities they serve, and knowledgeable sales professionals at the International dealerships to serve Sourcewell members.</p> <p>International has the ability to provide turn-key solutions and has a proven track record of growth with Sourcewell. They have an award-winning parts distribution system as members keep power units in service far longer than commercial applications do.</p> <p>Their product offering is completely updated with specific vocationally focused products to serve the Government Sector. They offer a free online parts and service program and have both Cummins and International Engines.</p> <p>International also has joint marketing and Sourcewell promotion through NCL Municipal Financing and a parts program tailored to Sourcewell. These features make International a strong player in the trucking industry.</p>
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Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	<p>We are committed to diversity both internally within our workforce and externally within our supplier base. We instituted our supplier diversity program to bring awareness and emphasis to our practices and to provide a competitive edge with our customers 30 years later we continue to grow our commitment and purchases from our diversity business partners we embrace diversity as a way of business. In this spirit our supplier diversity program is designed to develop and foster strategic supplier relationships with companies owned by minorities women and veterans as well as small business enterprises. Our vision is to develop strong foundation of a highly qualified suppliers that can provide us with exceptional products and services. At Navistar diversity is not only the right thing to do it's the prudent thing to do. Our focus on diversity will continue to be an integral part of our business strategy.</p> <p>Navistar's Diversity Spend:</p> <p>2019 \$927,000,000</p> <p>2020 \$1,000,000,000</p> <p>2021 \$950,000,000</p> <p>WHO QUALIFIES FOR NAVISTAR'S SUPPLIER DIVERSITY PROGRAM</p> <p>Small Business</p> <p>Baseball business refers to a US for profit business that meets the US small business administrations established numerical definition of a small business or size standards. For more information visit http://www.sba.gov/content/am-i-small-business-concern.</p> <p>Minority-Owned Business</p> <p>A minority owned business refers to a business that is at least 51% owned controlled and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian black Hispanic or Native American.</p> <p>Woman-Owned Business</p> <p>A woman owned business refers to a business that is at least 51% owned controlled and operated daily by a woman.</p> <p>Veteran-Owned Business</p> <p>A veteran owned business refers to a business that has at least 51% owned controlled and operated on a daily basis by veterans a veteran is a person who served as active duty within the US Army Air force Navy Marine Corps or Coast Guard who was discharged or released under conditions other than dishonorable reservist or members of the National Guard called to federal active duty or disabled from a disease or injury occurred or aggravated in the line of duty while in training status also qualify as a veteran.</p> <p>Service-Disabled Veteran Owned Business</p> <p>A service-disabled veteran owned business refers to a business that is at least 51% owned controlled and operated daily by service-disabled veterans or in the cause case of a veteran with a permanent and severe disability a spouse or a permanent caregiver of such a veteran and some businesses may be owned and operated by an eligible surviving spouse.</p>

				<p>A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans affairs establishing a service-connected rating between 0 and 100% or disability determination from the Department of Defense. Reservist or members of the National Guard disabled from a disease or injury occurred or aggravated in the line of duty or while training status also qualify.</p> <p>8(a) Certified Business An 8(a) certified business refers to a business that participates in the 8(a)-business development program which is a program that offers a broad scope of assistance to socially and economically disadvantaged firms. For more information visit: //www.sba.gov/content/8a-business-development-0</p> <p>Small Disadvantaged Business A small, disadvantaged business refers to a small business that is at least 51% owned controlled and operated on a daily basis by one or more disadvantaged persons a disadvantaged person includes Black, Hispanic, Native, Asian, Pacific, and Subcontinent Asian Americans. For more information visit //www.sba.gov/content/understanding-hubzone-program.</p> <p>AbilityOne Qualified Nonprofit Agency An AbilityOne qualified nonprofit agency refers to a nonprofit agency that participates in the AbilityOne program to participate in the AbilityOne program nonprofit agencies must associate with either NIB, National Institutes for the blind or NISH. The AbilityOne program is a federal initiative to help people who are blind or who have other significant disabilities find employment. For more information visit: //www.abilityone.gov.</p> <p>CERTIFYING ORGANIZATIONS National Minority Supplier Development Council (NMSDC) Regional Affiliates 1359 Broadway Suite 1000 New York, NY 10018 Tel: 212-944-2430 Small Business Administration's 8(a) and Small Disadvantaged Business Programs 409 3rd St., SW Washington, D.C. 20036 Tel: 202-872-5515 Chicago Minority Supplier Development Council (CMSDC) 216 W. Jackson Blvd., Suite 600 Chicago, IL 60606 Tel: 312-755-8880 Canadian Aboriginal and Minority Supplier Council 282 Richmond St. East, #101 Toronto, Ontario M5A 1P4 Tel: 90 79-1114 Women's Business Development Council (WBDC) 8 South Michigan Ave. 4th Floor Chicago, IL 60603 Tel: 312-853-3477</p> <p>SECOND-TIER PROGRAM At Navistar we believe that in order to remain competitive and profitable in the 21st century we must engage in business activities with diverse suppliers and that is imperative for both us and our suppliers to support diverse business development. Navistar's prime suppliers are expected to support us by making every effort to provide contract opportunities to diverse suppliers. As a result of our strong support of diverse and small business development we have implemented a second-tier reporting system which requires all prime suppliers with the contracts of \$650,000 or more to report their diversity spend quarterly directly into our database this is considered our second tier spend to begin reporting second tier spend please complete Navistar's supplier diversity registration.</p>
47		Minority Business Enterprise (MBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A minority owned business refers to a business that is at least 51% owned controlled and operated on a daily basis by a minority group. Minority group members are United States citizens who are Asian black Hispanic or Native American.

48		Women Business Enterprise (WBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A woman owned business refers to a business that is at least 51% owned controlled and operated daily by a woman.
49		Disabled-Owned Business Enterprise (DOBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
50		Veteran-Owned Business Enterprise (VBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A veteran owned business refers to a business that has at least 51% owned controlled and operated on a daily basis by veterans a veteran is a person who served as active duty within the US Army Air force Navy Marine Corps or Coast Guard who was discharged or released under conditions other than dishonorable reservist or members of the National Guard called to federal active duty or disabled from a disease or injury occurred or aggravated in the line of duty while in training status also qualify as a veteran.
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	A service-disabled veteran owned business refers to a business that is at least 51% owned controlled and operated daily by service-disabled veterans or in the cause case of a veteran with a permanent and severe disability a spouse or a permanent caregiver of such a veteran and some businesses may be owned and operated by an eligible surviving spouse. A service-disabled veteran is a veteran who possesses either a disability rating letter issued by the Department of Veterans affairs establishing a service-connected rating between 0 and 100% or disability determination from the Department of Defense. Reservist or members of the National Guard disabled from a disease or injury occurred or aggravated in the line of duty or while training status also qualify.
52		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
53		Small Disadvantaged Business (SDB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
54		Women-Owned Small Business (WOSB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Fleet Charge sends billing statements every other Wednesday. Payment Terms are 30 days net from statement date. The Fleet Charge statement may be paid via P-Card, but there is a convenience fee charged at processing for this method of payment. The convenience surcharge is 3.25% for US dollar (USD) payments and 5.25% for Canadian Dollar (CAD) payments. Other acceptable methods of payment are ACH, EFT, Automatic Draft, and Check.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	There are no leasing or financing options on any parts purchases through Navistar.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All participating members would open a fleet charge account directly with Fleet Charge (Sourcewell-specific online application will be provided). There are 1000 plus International Truck, IC Bus, Loves, and Speedco locations across the US and Canada that except the Fleet Charge account as payment method. Source well members may purchase directly through their dealerships or through our online e-commerce tool using their Fleet Charge account as a payment method. Parts pricing is validated through Fleet Charge prior to member billing, and Sourcewell member will then submit payment to fleet charge for all invoices on their consolidated biweekly billing statement.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	The Fleet Charge statement may be paid via P-Card, but there is a convenience fee charged at processing for this method of payment. The convenience surcharge is 3.25% for US dollar (USD) payments and 5.25% for Canadian Dollar (CAD) payments. Other acceptable methods of payment are ACH, EFT, Automatic Draft, and Check.	*

59	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.	Navistar will invoice based upon current published pricing in the PL310 PDC and PL322 direct ship national fleet price catalogs in effect at the time of transaction. This is the MSRP recommended for fleets with more than 500 power units. In addition, Navistar will provide additional product category discounts off the base MSRP as included in the attachments. Note: Navistar does not provide any price guarantee on cores. Core pricing is not included in the MSRP price.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Percentage discount will vary by product category, but ranges from 3% to 20% off MSRP.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Rebate will be resubmitted to Sourcewell and not to individual members. Navistar will provide Sourcewell a 2% rebate quarterly on all product sourced from Navistar Parts Operations and purchased from International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the parts International column of the biweekly fleet charge billing statement.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	All parts sold through international truck and IC Bus network are previously sourced. We do not anticipate the need to facilitate additional "sourced" products. Service can be preformed at local dealer at local dealership rate and not marked up by Navistar	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Fleet Charge has the ability to customize any purchase report that the Sourcewell member would like. This includes sales history by part, category, day, week, month, year, ect.	
64	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.	Any parts cost are included in this proposal. Freight may be charged for expediated parts delivery, and is controlled by the dealership and not Navistar.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, or shipping only incurs additional cost if the part shipping is expediated. Our International dealers do not charge freight for any parts in stock at their dealerships, nor does Navistar charge any freight for parts at a Navistar parts distribution center.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Fleet Charge has participating dealers in Alaska, Hawaii, Puerto Rico, and Canada. Navistar supplies parts to its dealer network for sale. All additional charges such as freight, or labor associated with part installation, are negotiated directly with the associated dealership.	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Fleet charge has participating dealer locations in Fairbanks and Anchorage, AK as well as Kapolei Hawaii Bayamon Ponce and toa Baja in Puerto Rico. Navistar has standing service and delivery agreements in place with these dealer locations, and they have historically served fleet customers within each of their areas of responsibility well. These locations along with our award winning parts distribution centers across North America, is set up to deliver parts anywhere across North America.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Fleet Charge is Navistar's proprietary audit system. It is managed by a third-party transaction processor with specific expertise in managing custom pricing Programs, transaction and audit tracing and reporting. Data output from our transaction processor is transmitted to Navistar daily and is monitored by our analysis to identify any possible anomalies. Our parts finance team reviews the sales activities against rebate objectives on a monthly basis to ensure alignment within business objectives.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Navistar will track the number of Sourcewell Fleet Charge accounts we open yearly. Navistar will track the sales to each of those accounts and measure the sales against prior year sales. If Navistar notices an account not using the program, we will work with that member on utilization of the Sourcewell Fleet Charge program.	*

70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Navistar will provide Sourcewell a 2% rebate quarterly on all products sourced from Navistar Parts Operations and purchased through International Truck and IC Bus dealers through Fleet Charge. These products are included (and reported) in the "Part's International" column of the biweekly fleet charge billing statement.	*
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Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Please reference the pricing attachment.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products. National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.	*
73	Identify the vehicle makes for which your offered parts are considered OEM.	All International brands, Volvo, Paccar, and Daimler.	
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Diesel, electric, and CNG.	
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	Fleet Charge includes access to a web portal which provides easy access to all invoice copies for up to three years and customer reporting capabilities pull part-level, vin-level, and location level purchase information into a .csv or .xml formats for data mining. Additionally, Sourcewell users can access their account current account status and year to date savings information at any time. Navistar also offers a number of additional programs that can be made available to Sourcewell members, such as Service Partner which streamlines communication between Sourcewell members and the dealerships for repair estimates and ensure service operations are billed within specific, guaranteed hours. Additional Programs Include: International 360 (I360) – A revolutionary service communications and fleet tool that puts all service information together in one site. OnCommand Connection – Remote Diagnostics Repair Advocate – Service Communications Parts Information -VIN based parts Catalog and Online Parts Ordering Service Information – Manuals and Information Service Partner- Standardized Estimates Education Portal – Training Systems Fleet Maintenance Tracking	
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Navistar has a proprietary brand known as Fleet Rite. Fleet Rite has been around for over 40 years and has over 50 product lines and over 10,000 part numbers. More than 6 product lines are first fit on International trucks. Fleet Rite is as good as or better than many other brands in the industry.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Navistar does not offer automobile parts.	*
78	SUV OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Navistar does not offer SUV parts.	*
79	Van OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Navistar does not offer passenger van parts.	*
80	Light Truck OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Navistar does not offer light truck parts.	*
81	Class 3-8 Chassis and equipment OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products.</p> <p>National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.</p>	*
82	Bus OEM Parts	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Navistar distributes more than 2.5-million-part SKU's from top branded suppliers to its International Truck and IC Bus dealer network. In addition, Navistar sources a full line of brakes, cab and body equipment, clutches, engine assemblies, electrical, exhaust and fuel systems, drive line, cooling, fluids and chemicals, transmissions, trailer accessories, crash parts, suspension, steering, HVAC, and safety equipment through its fleet right brand of products.</p> <p>National Fleet pricing is guaranteed to Sourcewell members participating in the fleet charge program. In addition, percentage off national fleet discounts will be provided at the point of sale according to the product category supplied in the pricing attachment.</p>	
83	Motorcycles OEM Parts	<input type="radio"/> Yes <input checked="" type="radio"/> No	Navistar does not offer motorcycle parts.	

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement 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 Master Agreement.

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:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - sourcewell price file 6-26-24.pdf - Monday July 29, 2024 09:49:09
 - [Financial Strength and Stability](#) - TRATON-GB-2023-EN.pdf - Monday July 29, 2024 09:51:55
 - [Marketing Plan/Samples](#) - Fleet Charge Customer Presentation (002).pptx - Monday July 29, 2024 09:55:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Standard Transaction Document Samples](#) - Fleet Charge Sourcewell Agreement 2020.pdf - Monday July 29, 2024 09:52:10
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - rl pop flyer 8.5x11.pdf - Tuesday July 30, 2024 16:13:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Andy Giesler, Director of National Accounts, Navistar, Inc.

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 obligations contemplated in the solicitation proposal.

☐ 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_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	<input checked="" type="checkbox"/>	1