

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

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

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

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

1. TERM OF CONTRACT

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

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

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

11. LIABILITY

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

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

12. AUDITS

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

13. GOVERNMENT DATA PRACTICES

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

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

14. INDEMNIFICATION

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

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

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

3. Use; Quality Control.

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

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

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

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

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

Minimum Limits:

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

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

Minimum Limits:

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

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

Minimum Limits:
\$2,000,000

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

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

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

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

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

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

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 5:40 PM CDT

Autocar Truck, LLC/Autocar Industries LLC
DocuSigned by:
By: Hilton Diamond
81FA2730257C4EC...
Hilton Diamond
Title: CFO
Date: 8/28/2020 | 3:46 PM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 8/28/2020 | 3:48 PM CDT

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

Vendor Details

Company Name: Autocar Truck, LLC
Address: 4680 Pinson Valley Parkway
Birmingham, AL 35215
Contact: Craig Teune
Email: cteune@autocartruck.com
Phone: 765-489-5499
HST#: 36-4429858

Submission Details

Created On: Wednesday April 29, 2020 15:49:53
Submitted On: Wednesday June 03, 2020 12:06:51
Submitted By: Craig Teune
Email: cteune@autocartruck.com
Transaction #: eb0b4eb0-a41d-4379-8da6-04f2d171c056
Submitter's IP Address: 73.110.1.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Autocar Truck, LLC/ Autocar Industries LLC
2	Proposer Address:	4680 Pinson Valley Parkway, Birmingham, AL 35215
3	Proposer website address:	www.autocartruck.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hilton Diamond-CFO or Craig Teune-Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Craig Teune, Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Wright, Sr. VP of Fleet Sales, 4680 Pinson Valley Parkway, Birmingham, AL 35215, dwright@autocartruck.com, 765-602-3466

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Autocar was founded in 1897 as a “tech startup” in Pittsburgh and is the oldest motor vehicle brand in the Western Hemisphere, older even than Buick, Cadillac, or Ford. Autocar quickly became an innovative pioneer in the new automotive industry and built America’s first motor truck, in 1899. Many innovations common in all cars and trucks were first introduced by Autocar, such as the drive shaft and oil circulating through an engine. Autocar #1 is in the Smithsonian National Museum of American History.</p> <p>Autocar’s dedication to meeting severe-duty customers’ needs led to leadership in building trucks of all kinds, including refuse trucks for waste haulers all across the United States. Autocar was among the first to build trucks to handle dumpsters, even in the 1930s. Autocar built a whole fleet of early elevator body trucks for New York City, the precursors to today’s compactor bodies. Autocar was also an innovator in engines and introduced some of the earliest trucks powered by reliable, high-torque Cummins Diesel engines. For the past 19 years, Autocar has been 100% American-owned by GVW Group and every Autocar is built by American hands at our facilities in Birmingham, Alabama or Hagerstown, Indiana.</p> <p>Today, Autocar is the only American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on our customers: We don’t just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their challenging objectives. Autocar is totally different. Our success competing against companies 100 times our size is driven by our different approach to every aspect of our – and our customers’ – business. The most important is our guiding principal, posted everywhere around our facilities: “The Customer is Our Boss”. We have shaped every business activity in Autocar to make this principal a reality:</p> <ul style="list-style-type: none"> ■ We define our customers differently ■ We build relationships with our customer differently ■ We work with and sell to our customers differently ■ We specify our trucks differently ■ We custom-engineer our trucks differently ■ We build our trucks differently ■ We provide service, training, and warranty support differently ■ We innovate our product improvements differently <p>As a result, Autocar has earned the right to serve hundreds of customers including most major cities in the United States and Canada, such as Chicago, Los Angeles, Houston, Miami, Baltimore, and Charlotte, most national waste-hauling fleets, and many of the largest retailers, food manufacturers, and freight logistics companies in North America.</p> <p>Our slogan, Always Up®, isn’t just some fancy promise – it’s a state of mind. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their business and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers’ technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada.</p>
8	What are your company's expectations in the event of an award?	<p>Autocar Truck with a Sourcewell award will continue to market, sell and service class 7 & 8 truck chassis. We intend to grow the business year after year from the current contract we hold by aggressively marketing and promoting the new contract. The Sourcewell contract will provide an avenue for Autocar to market to all members and provide them the resource to purchase long term value over up front price and select the best vendor for their needs. The contract assures them of being able to leverage National discounted pricing while utilizing a transparent and trackable process. Having a conventional now to add to our line-up of cabover products will open many more markets in the government sector. Thru our own sales force, the salesforce of our National dealer network and the addition of a conventional cab product we see continued growth and success in the US and Canada should we be awarded this contract.</p> <p>We plan to promote Sourcewell to smaller and larger government agencies alike with press releases, social media, email marketing campaigns, trade shows, etc. Our sales force as well as the national dealer sales force will receive continued training and marketing materials thru not only our national and regional meetings but by attending Sourcewell regional training events.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Autocar, LLC/Autocar Industries, LLC are private, closely held affiliated companies that maintain a policy of not disclosing financial statements. These affiliated companies are owned by Andrew Taitz Entities and the Autocar Management Team. The Autocar, LLC Company officers are:</p> <p>Andrew Taitz- CEO James M. Johnston- President Hilton Diamond- CFO Jeffrey Leeb- General Counsel and Secretary</p> <p>In 2019 the companies reflected net sales in excess of 400 million and total asset in excess of 150 million with no long term debt. The company continues to be cash flow positive and profitable.</p> <p>Attached is copy of our credit reference letter with Bank and Credit reference included as well as Federal ID and Dunns Number.</p>

10	What is your US market share for the solutions that you are proposing?	Autocar's market share in the US was 25.9% during calendar year 2019.	*
11	What is your Canadian market share for the solutions that you are proposing?	Autocar's market share in Canada was 28.9% during calendar year 2019.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Manufacturer (b) Autocar is a medium and heavy duty truck manufacturer with both employees and third party dealers who sell trucks, service trucks and sell truck parts. Autocar and its part affiliate truck sales, parts sales and field service teams who are assigned to and cover specific territories and travel the entire US including Alaska and Hawaii as well as Canada. We also have inside sales and customer service teams locating in AL and IN as well as parts distribution centers in KY, PA, CA and Canada. Autocar does not own any dealerships but instead has written sales and service agreements with independent third party truck dealerships in all 50 States and all provinces of Canada. Contained in these agreements we have certain operational requirements including sales agreements, warranty repairs and use of Autocar's trademarks. Autocar has the ability to use all these channels to sell, service and market in all 50 states and all provinces in Canada. Autocar will keep its dealers well informed regarding the use and authorization to accept purchase orders pursuant to any contract resulting from this RFP, should Autocar be awarded this contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a motor vehicle manufacturer, Autocar is required to be and is actually registered with the U.S. National Highway Transportation Safety Administration (NHTSA) and Transport Canada (TC) and obtains World Makers Identifiers (WMI's) it uses in the creation of Vehicle Identification Numbers (VIN's). Autocar certifies its products compliance with HNTSA and TC regulations as well as Green House Gas regulations, OSHA, EPA and others.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Autocar does directly look for or receive awards but we support several organizations and customers in sponsoring award program for our market areas. Autocar is actively participating in sponsoring industry award programs that recognize the end user for their accomplishments. These include but not limited to SWANA's Annual Safety Awards, Driver of the Year awards, Truck Rodeo's for various local SWANA chapters, etc. We also support several of our customers who have been the recipient of various awards such as City of San Antonio for 2019 Best Safety Award from SWANA and Greenville SC for Gov & Fleet Best Mid-Level Fleet Award in 2017 among others.
17	What percentage of your sales are to the governmental sector in the past three years	2017-28.5%, 2018- 21%, 2019- 23%
18	What percentage of your sales are to the education sector in the past three years	1% or less, as we do sell to some Universities who pick up trash it any amounts to a couple per year. Education sectors do not purchase volumes of class 7-8 chassis as a whole
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts outside Sourcwell
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts Other than Sourcwell contract #081716-ATC, Autocar is aware that some of Autocar's dealers occasionally hold cooperative purchasing contracts, and several body builders and their dealers are cooperative purchase contract holders. Due to the fact that Autocar is not the contract holder is these situations we do not have annual sales volume numbers for these. Some of the contract we are aware our dealers hold are: Florida Sheriff's Bid Texas Buy Board HGAC (Texas) VIP Voucher program in New York City Autocar has also provided pricing to Heil, McNeilus, Labrie and Newway for their awarded Sourcwell contracts.

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Miami Dade County	Daniel Diaz-Fleet Manager	305-514-6691
City of Chicago	Kevin Campbell- Manager Fleet Services	312-743-3582
City of San Diego	Ralph Monroy-Equipment Manager	619-420-8129
City of Cleveland	Jeff Brown- Commissioner	216-420-8129

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
City of Dallas	Government	Texas - TX	Refuse vehicles	67	\$10,365,000
District of Columbia, DC	Government	District of Columbia - DC	Refuse vehicles	60	\$7,200,000
City of Houston	Government	Texas - TX	Refuse vehicles	92	\$13,800,000
City of Sacramento	Government	California - CA	Refuse vehicles	49	\$7,800,000
City of Orlando	Government	Florida - FL	Refuse vehicles	47	\$7,050,000

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
23	Sales force.	Autocar has a direct sales force of 24 full time sales persons located both at our plants and regionally located in their respective territories that cover the entire US & Canada. They live within their respective territories and have both direct contact with the end user as well as train our dealer organization on our products.
24	Dealer network or other distribution methods.	Autocar dealer network consist of 454 dealers of which 97 are selling dealer located in both the US and Canada. Our direct sales force works with them as well as direct with customers to promote and service Autocar products
25	Service force.	Autocar has 20 inside and regional located full time service to service our customers and dealers. In addition we utilize the thousands of service technicians employed by our 454 dealers to service our product supported by our 24/7 inside "solution" team for help in diagnosis and repair located at www.autocartruck.com . Always up means we support the truck from the factory direct to the customer or thru our dealer network which ever our customer's prefer.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the "solution" portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty. A ticket is opened when the request comes in and does not close until the truck is repaired and able to go back to work documenting all steps and time needed to repair the vehicle. This is free of charge to our customers and truly a game changer in the industry. Always up means we always support the owners of trucks, keep them working and repaired faster when needed.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Autocar's future is intertwined with all of our municipal customer. We have a nationwide network of our direct sales force as well as 97 selling dealers selling in the US and Canada. Sourcwell has been a huge value in providing our existing customers as well brining in new customers and giving them an option when it comes to purchasing vehicles. We will continue to promote our Sourcwell contract should we be granted one with regional training sessions for our dealers and internal sales force.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Autocar is active selling and servicing the Canadian market with a dedicated Regional Business Manager living in and responsible to the Canadian market. He works with our Canadian dealer network as well as direct with our customers. We would aggressively market the contract with this team specific to the Canadian market as a viable way for them to purchase the Autocar products.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, Autocar services all areas of the US and Canada
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None- Autocar operates and sells in all 50 states and all provinces of Canada
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions and currently have customers in Alaska, Hawaii and Guam

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Autocar enthusiastically has made the current Sourcewell contract a central feature of our marketing program to all government-related customers and we plan to expand our efforts should we be awarded a new contract. Details of the Sourcewell award will be communicated to the Autocar sales teams at a National Sales Meeting, shared on our internal digital collaboration tool, and discussed at weekly sales meetings through the life of the award. Autocar's dedicated Municipal sales teams (built around the specific applications municipal buyers focus on, such a road maintenance, solid waste collection, park district operations, and universities) will take the lead to ensure all Autocar sales personnel are meeting our objectives to reach Sourcewell members with the information they need to take advantage of the Autocar Sourcewell contract. The Autocar account service teams will be allocated geographic territories and make early contact with Sourcewell members to inform them of the award and learn about their specific needs. Autocar plans to promote its membership in Sourcewell via press release, social media, and email marketing campaigns. Autocar dealers and service centers across North America will be advised of our award by Sourcewell and the benefits to Sourcewell members of working with Autocar. Autocar also promotes our Sourcewell contract at all trade shows, whether major events, such as Waste Expo, or smaller events, such as regional SWANA events which take place throughout the year and across the country.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Autocar uses sophisticated digital marketing techniques to reach and sell to hundreds of thousands of potential customers each month and has greatly expanded these programs since the previous contract award by Sourcewell. Autocar advertises in digital media, such as Google and also on trade association websites, and successfully sells millions of dollars of trucks each year via leads obtained through this advertising program. Social media, such as Facebook, Twitter, LinkedIn, and Instagram each have their own target audiences in the municipal and government markets. These rapidly expanding tools are used by Autocar to reach and interact with literally hundreds of thousands of customers and fans weekly – and are leveraged to reach Sourcewell members. Autocar features Sourcewell members in many of its social media posts, celebrating their successes. Some of these Sourcewell members are also featured in Autocar's annual printed calendar, distributed to thousands of truck owners and operators, which then provides additional digital content to be promoted each month. This underscores Autocar's commitment to the municipal market and generates new leads from incremental municipal customers. Autocar encourages these customers to leverage their Sourcewell membership in purchasing, including encouraging them to join Sourcewell if they are not yet members. Finally, email marketing campaigns featuring Autocar products, useful information to improve performance, and the benefits of the Sourcewell award will be crafted to remind municipal and governmental customers to take advantage of the advantages of buying under Sourcewell. These campaigns are sent to thousands of verified buyers and influencers working within Sourcewell member organizations.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's national contracts offer a timesaving efficient procurement process for government and education. Sourcewell offers their members the opportunity to purchase the products they need at discounted prices while saving both time and money by forgoing the traditional bid writing, publishing and award process. The member can be assured they are taking advantage of the discounts/buying power offered from the awarded contract holders to the members. Holding a Sourcewell awarded contract allows the Autocar sales team together with our National dealer network salesforce to communicate a unified sales process and utilize the national awarded Sourcewell contract. Using the Sourcewell contract allows Autocar to benefit from not having to respond to hundreds of individual bids and pass on savings to Sourcewell members from those efficiencies. Autocar will integrate the Sourcewell marketing support with our marketing plan for the contract as well as take advantage of regional sales programs, local, regional and national trade shows to promote the Sourcewell contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Autocar chassis are custom engineered for our customers. The trucks must be correct for the job required so we do not have a e-procurement ordering process as we must understand the spec from the customer and ensure we build the correct truck for his application. This would not be possible with an e-procurement process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Autocar provides its customers unlimited online free training for all its products for the life of the vehicle. We offer both live webinars as well as recorded sessions for diagnostic, service and operation of it vehicles. We also offer CNG classes for those new to CNG on line as well. Live classes are offered in a regular schedule published on line on our website at www.autocartruck.com. The websites offers prerecorded downloadable sessions as well for Autocar customers.	*
37	Describe any technological advances that your proposed products or services offer.	<p>Autocar – ever since its founding as in 1897 – has been a leader in bring new technologies to our customers so they can improve their operations. The past year has been no exception and our program for the next few years is filled with further valuable innovations we are bringing to market.</p> <p>First, Autocar has launched the breakthrough DC-64 conventional truck, packed with a bevy of technological advances including the first ever ultra-high-strength 160 KSI steel frame that is 24% stronger and lighter than competitive trucks.</p> <p>Another innovation in the DC-64 model is the all-new cab, engineered for safety and durability - always our first objectives. The new DC cab is built from a combination of engineered steel, judiciously chosen aluminum components, and robust steel corner castings. We also maximized driver visibility, with a steeply raked wraparound windshield for upward and forward visibility and large rear corner windows standard, very rare in class 8 conventional cabs. The best way to stay safe is to see all around and avoid getting into trouble in the first place. The DC’s focus on safety is expected to help Autocar maintain its admirable safety record. Data from the Federal Motor Carrier Safety Administration shows that in 2018 Autocar’s Class 8 refuse cabover trucks had 20% fewer accidents per truck than all other competitors, and 40% fewer accidents with injuries per truck.</p> <p>The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing “one-touch diagnostics”. It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks.</p> <p>Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.</p>	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>. Autocar is certified with the EPA Clean Air act (certificate attached).</p> <p>Autocar has always lead in CNG production and continues to be the market leader in class 7 & 8 vocational CNG powered trucks. We integrate the CNG engines directly into our chassis without the need for conversion and are uniquely integrated into our electronics and cooling system.</p> <p>We continue to be CARB (California Air Resource Board) certified with the Cummins Near Zero emission CNG engines and we work with other local Clean City initiatives to help our customers meet GHG goals. Many of our customers are able to take advantage of local “Green Initiative” funding opportunities as the result of using the Autocar chassis with CNG and clean diesel technologies offered.</p> <p>We also offer the EMP fan system as a factory option offering customer a unique fan system developed to reduce Green House Gas (GHG) and save fuel during normal operation of the vehicle</p> <p>Autocar will continue to lead in development in Green technologies and are testing our EV (electric drivetrain vehicle) and anticipate offering it as an option to Sourcewell member when testing is complete</p>	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Autocar is the market leader is and has been the market leader in Green Technologies with aprox 60% of chassis produced in Alabama powered by Compressed Natural Gas (CNG) Cummins engines as well as Fully electric drive class 7 & 8 vehicles currently in testing/development. We are certified by the EPA Clean Air act (certificate attached) as well as CARB.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	One of Autocar’s valued dealers, Chastang Ford located in Houston TX is a certified Historically Underutilized Business (HIB) in TX and is also a MBE as recognized by Houston Minority Supplier Development Council	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Autocar is the only truck manufacturer that is 100% American owned and build all its trucks in America. Every Autocar truck is hand-built (no robots!) by our skilled team-members in Birmingham, Alabama and Hagerstown Indiana.</p> <p>Next, Autocar is the only major American truck manufacturer focused on trucks for severe-duty vocational applications.</p> <p>But above all, Autocar is focused on our customers. Posted all over our facilities are banners reminding each of us, "The Customer Is Our Boss." So, we don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their most challenging objectives.</p> <p>Our slogan, "Always Up®" isn't just some fancy promise – it's a state of mind. It's what our customers want. It's what we live. Who's up first in the mornings? The sun. The early birds. The hardest workers. And the hardest working trucks. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their operation and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers' technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada.</p> <p>We encourage every potential customer to visit an Autocar facility so they can see first-hand how different our approach is and that everything we do is focused on helping our customers be successful.</p>
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Table 9: Warranty

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

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

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our terms are net 15 days to our dealer and as the nature of our product terms for payments can range from 15 days to 210 days for Sourcewell member. The dealer will list out any terms and interest charges to the Sourcewell member that go beyond 15 days depending on what term the member requests.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Our extensive dealer network locations have a multitude of finance options for Sourcewell member ranging from Municipal lease to straight forward finance options and can offer to the member if needed and help to find the best suited option for the member.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Autocar truck is a manufacture and our extensive dealer network will process the completed contract/purchase order. An option in our spec tool (Adnet) will need to be selected in order obtain a price which will come direct from Autocar. When the Sourcewell member purchases off the said quotation thru the dealer, the system which will identify it as a Sourcewell sales for tracking, recording and reporting and will be part of the permanent record. In the instance that a member may want to purchase a stock unit the quotation will still come direct from Autocar so the unit(s) can be added to the quarterly Sourcewell report and tracked. The Sourcewell member can chose which dealer he would like to use as all Sourcewell member pricing will be set by Autocar.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	NO	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Price SKU attached with all base model bid and discount shown. All pricing is per published MSRP in our truck configurator (ADNET) and all Sourcewell members will receive a 20% discount based on ADNET published MSRP.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcewell member pricing will be a discounted from list price by 20% off MSRP based on our published MSRP in our spec tool (Adnet). This will be on both the base chassis and all published options.
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are times when Autocar can realize savings based on volume orders in which case the saving would be in addition to the standard discount offered to members. Autocar would pass on any manufacture rebate programs that would come up during the course of the contract to the member. Any cost reductions from such programs will be passed on to the member.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Autocar will provide any Sourced products not available direct from Autocar at cost with no markup.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Autocar includes factory PDI to be done at a local dealer and is included in the price. Autocar on line training is also included at no charge to the member for the life of the vehicle. The member is free to add local fuel, set up, etc and it would be considered a locally sourced option and the cost would be added without mark up.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Autocar utilizes equalized Freight in North America for all products which is listed at \$1,950 on the price sheet for the first ship, except the ACTT yard spotter. Since these are unique specialized vehicles, some are DOT legal and customers prefer to pick up themselves. For those that do not want to pick up themselves, we can quote delivery freight to the member as a sourced option on a individual basis.
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Autocar will provide a quote at cost should any chassis need to be shipped direct to the end customer and not a body builder. Since most if not all Autocar chassis are shipped to a body builder for upfit the equalized freight program will cover the first ship to the body builder.
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of the equalized freight program Autocar will ship to the first point at the equalized rate (except ACTT as outlined). This is usually the body upfitter and delivery from the body upfitter to the end customer or the Autocar dealer would be handled by the body dealer. Autocar does include and will pay for the PDI at the local distributor but freight to the dealer in most cases will be the responsibility of the body company.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Autocar is offering a discount off the base price and ALL published options which is better than typical GPO's that normally offer discounts off of just the base models

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	In our Adnet spec and order tool the sales person must select the Soucewell option in order to obtain a quote for a Sourcewell customer. This ensures all Sourcewell orders are recorded, tracked and reported thru our internal tracking system and follow the contract guidelines.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Autocar proposes a flat fee of \$1,000 per truck for the use of the contract

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Autocar has 4 product lines with several variations we are proposing. The ACX class 8 Low Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The ACMD class 7 & 8 Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The DC Conventional chassis in class 8 4x2 & 6x4 in CNG and diesel and the ACTT yard spotter class 8 chassis 4x2 & 6x4 in diesel.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Class 7 Cabover Truck chassis Class 8 Cabover Truck Chassis Class 8 Conventional Truck Chassis Terminal Tractor Medium Duty Truck Chassis Compressed Natural Gas (CNG) powered Trucks EV Vehicles

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

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

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	COE & Conv
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	COE
68	Class 6 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Autocar holds monthly meetings internally to track sales volume with breakout by account type, which included Sourcewell. We are charged with growing the segments of our business including Sourcewell driving toward continue growth year after year. We review the necessary tools needed by the sales group to drive the various market segment. These are reviewed with the outside sales force on weekly conference calls and bi-annual sales meetings. Sourcewell sales has become and will remain a measurable goal and target for growth in both refuse and the dump/plow truck market that our new conventional truck will fill.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Autocar is the market leader along all truck manufactures in Compressed Natural gas with 60% on average year after year of ACX production being CNG. We have in development and testing our own Electric vehicle for both the ACTT & ACX and anticipate bringing those to market in 2021. Autocar has always lead the industry in alternative fuels together with our customers and continued to evolve and develop common sense alternative vehicles that can work day after day, year after year.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Autocar all steel cabs are strongest in the industry providing the highest crush rating. Autocar provides best driver visibility with sharpest turning radius resulting in less backing events. The unique Autocar variable drop frame is strongest frame in the industry putting strength where it is needed most. We review weight distributions on all truck and body combinations to ensure safe and legal refuse tools.</p> <p>Dept. of Transportation Safety Data for the last 2 years (www.safer.fmcsa.dot.gov/) shows Autocar is 58% less likely to be involved in an accident. Also when an Autocar is involved in an accident there are 40% fewer driver injuries vs competitive units.</p> <p>Autocar chassis manufacturing process includes four quality gates along the production line. All cabs undergo an electrical and pneumatic operational check of all circuits and operations prior to installation on the chassis. This step greatly minimizes electrical or pneumatic failures. Different than our competitors we test every truck, not just random audits! ALL chassis must pass ALL quality checks prior to leaving the factory. -All chassis have wheels aligned -All chassis are brake tested per axle -All chassis are dyno tested -All chassis are road tested -All chassis receive a pre-body PDI (pre delivery inspection) prior to leaving our factory. -All chassis receive a post-body PDI after the body installation is complete. The steps above ensure that Autocar provides safest and highest up-time tools to Sourcewell Members!</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the "solution" portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing "one-touch diagnostics". It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks. Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.</p>

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

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

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

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

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

- [Financial Strength and Stability](#) - Autocar Credit References.pdf - Monday June 01, 2020 14:30:33
- [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 02, 2020 13:02:54
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty.zip - Monday June 01, 2020 14:49:17
- [Pricing](#) - Autocar Sourcewell Specification Price Sheet RFP_060920.xlsx - Tuesday June 02, 2020 13:45:24
- [Additional Document](#) - CARB & EPA certificates.zip - Tuesday June 02, 2020 13:02:33

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class_4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT #060920-ATC**

THIS AMENDMENT is by and between **Sourcewell** and **Autocar Truck, LLC/Autocar Industries, LLC**. (Vendor).

Vendor was awarded a Sourcewell Contract for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective August 28, 2020, through August 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

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

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 12/8/2020 | 9:46 PM CST

Autocar Truck, LLC/Autocar Industries, LLC

DocuSigned by:
By: Hilton Diamond
Authorized Signature 81FA2730257C4EC...

Hilton Diamond
Name – Printed

Title: CFO

Date: 12/8/2020 | 10:59 AM CST

Sourcewell-APPROVED:

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

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 12/8/2020 | 10:18 PM CST