

Volkswagen Group of America, Inc.

“VWGoA”

Request for Quote

****Confidential Upon Issue to Bidders****

Project Name & RFQ ID per Globe system & Buyer Communications

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1. Introduction

The Volkswagen Group, with its headquarters in Wolfsburg, Germany, is one of the world's leading manufacturers of automobiles and commercial vehicles and the largest carmaker in Europe. With its future program "TOGETHER-Strategy 2025" the Group is laying the foundations for becoming a global leader of sustainable mobility.

The Group comprises several brands from numerous European countries including: Volkswagen Passenger Cars, Audi, SEAT, ŠKODA, Bentley, Bugatti, Lamborghini, Porsche, Ducati, Volkswagen Commercial Vehicles, Navistar, Scania and MAN. In addition, the Volkswagen Group offers a wide range of financial services, including dealer and customer financing, leasing, banking and insurance activities, and fleet management.

For more information visit: www.volkswagenag.com

2. Instructions to Bidders

2.1 Approach and Project Schedule

In order to gather more information to assist us with our project, we are seeking bids from a select field of competitors. Responses to this request are due as outlined by the buyer in the standardized RFQ Timeline.

Information received after the specified due date may be subject to disqualification. All bids need to be submitted digitally, as specified by the buyer.

Before submitting your proposal please review all VWGoA Terms & Conditions and Appendices which are available online VIA WWW.VWGROUPLSUPPLY.COM → COOPERATION → PROCUREMENT CONDITIONS → VOLKSWAGEN GROUP OF AMERICA and note: **you shall be held to these terms whether or not you choose to access and read the applicable terms.** The VWGoA Terms and Conditions will be the governing terms and conditions of the final contract. Bids which require use of the bidder's terms may be subject to disqualification.

2.2 Bidder's Questions

Questions regarding this RFQ and the contemplated contract *shall* be in written format as specified by the buyer. Please deliver all information for the RFQ using the requested format(s) and template(s) where applicable. VWGoA reserves the right to exclude from consideration information that is not delivered in the correct format.

Copies of questions and answers will be provided to all bidders solicited with this RFQ. Answers to bidder questions will be provided in writing via e-mail unless otherwise noted. These answers shall not be part of, or evidence regarding any agreement resulting from this RFQ unless specifically incorporated in writing into such agreement.

Note: Questions submitted by telephone shall not be accepted or answered.

Please categorize your questions as either commercially or technically related.

2.3 Acknowledgment of Receipt/Notice of Intent to Submit Information

Please acknowledge your receipt of, and intent to respond to, this RFQ indicating your DUNS number within the timeline as outlined by the buyer. If you indicate that you do not wish to submit a response, then you shall be excluded from further consideration and communication in connection with this project. In this case please send us your declination via e-mail, including reason, for all RFQs online or otherwise. **Declining to participate only applies to this RFQ process and does not exclude your firm from consideration for future projects.**

2.4 This RFQ Is Not an Offer to Contract

This RFQ is not an offer to contract, nor should it be construed as such; it is a definition of specific VWGoA scope requirements and an invitation to recipients to submit responsive information addressing such requirements. Issuance of this RFQ, your preparation and submission of a response, and the subsequent receipt and evaluation of your response by VWGoA does not commit VWGoA to award a contract on any proposal even if all of the requirements stated in the RFQ are met. VWGoA reserves the right to make no selection and enter into no agreement as a result of this RFQ. Only the execution of a written agreement between VWGoA and a bidder shall obligate VWGoA in accordance with the terms and conditions contained in such agreement.

2.5 Your Response to this RFQ Constitutes an Offer to do Business

The purpose of this document is to explain VWGoA's requirements and to provide instructions for the preparation of your information in response to this RFQ. It should be understood that your response to this RFQ constitutes an offer to do business on the terms stated in your response and that, should a contract be awarded to you, VWGoA, or its Affiliates may, at its option, incorporate all or any part of your response to this RFQ in the contract. It is expected that if you are selected as the supplier of choice, the final documentation of the vendor proposal, as well as the signed meeting minutes will clearly define and delineate the details of the outlined vendor deliverables, (a.k.a. the statement of work ("SOW")), including but not limited to, all agreed vendor deliverables, time line, obligations, assumptions, alterations etc. This SOW shall not merely state your same response to the statement of requirements (SOR) document, unless you will be willing and able to provide every and any obligations stated in your response to the SOR.

2.6 Incurred Expenses and Property Rights

This RFQ does not commit or obligate VWGoA to pay any expenses incurred by bidders in the preparation of your response. All such expenses are solely at the risk of the bidder. By submitting your response, you agree that all responses to this RFQ shall become the property of VWGoA.

2.7 Evaluation/Selection Process

Submitted proposals will be evaluated on their ability to meet our requirements as detailed in this RFQ, in accordance with VWGoA purchasing processes. VWGoA may require any or all of the following: written responses, user references, bidder site visits, walkthroughs, interviews, and/or bidder presentations, in order to make a commercial and technical analysis for recommendation to its management.

Bidders shall not be given detailed rating results, nor relative rankings with other bidders involved, at any point during or after the process. Bidders shall be told whether they were or were not selected as the bidder of choice after final evaluation.

VWGoA reserves the sole right to accept any response that it feels best meets its interests and needs. VWGoA reserves the right to waive any irregularity, informality, or non-compliance in information received. VWGoA reserves the right to negotiate modifications to any single bidder's response without an obligation to negotiate a similar modification to other bidders' responses.

VWGoA reserves the right to reject any or all bidders' responses, including the lowest cost response.

2.8 Additional Information

If your company believes there is additional information that has not been requested in the RFQ but is relevant to your particular information, please include that information as a separate attachment and provide an explanation as to its relevance to this RFQ.

2.9 VWGoA Call for Innovation! Bidders' Suggestions & Ideas

VWGoA has the strategic goal/vision to become one of the most Innovative companies in the market. As such, we recognize that our Supplier base has many new, innovative, and cutting-edge ideas and technologies to share. We want to be the go-to partner to discuss and ideate on better ways to do our business together with our business partners.

As such, VWGoA encourages you to share any suggestions / alternative approaches. If, in your company's estimation these ideas might meet our requirements in a more timely, cost effective, or innovative fashion, we ask that you submit them as part of this particular RFQ proposal. When making an innovative suggestion / alternative, it is highly recommend that you also deliver a proposal according to VWGoA's requirements as originally stated in the RFQ. Any alternative approaches included in your response should note specifically that they are alternatives and cite the specific requirements herein to which they are alternatives. VWGoA may, at its election, remove from consideration any alternative information, which shall not meet our requirements.

If your idea is outside the scope of this RFQ, please still share it with us via our Innovation Hotline, listed below:



Call for Innovation

Please reach out to the Purchasing Innovation Hub with innovative ideas and/or questions on the innovation process.



Submit your innovation ideas!
InnovationHUB@vw.com

VWGoA has an Innovation HUB that is solely dedicated to finding the best technologies, suppliers, and innovations on the market. Someone from this team will reach out to you to further discuss future potentials related to your ideas.

2.10 Information Effectiveness Period

Your information shall be relevant for the entire duration of the RFQ according to the buyer published RFQ timeline, including any potential adjustments and/or extensions to the RFQ timeline.

2.11 VW Supplier Database

As part of our purchasing process you shall register on VWGoA's ONE.Konzern Business Plattform (ONE.KBP). You shall access our database online at www.vwgroupsupply.com. **This action is mandatory.** VWGoA shall not execute any orders without the bidder's registration on our platform. By submitting a bid you agree that you shall register as required.

2.12 VWGoA Terms and Conditions & Appendix Overview

Submission of a bid confirms bidder's agreement to VWGoA's applicable Terms and Conditions and the RFQ Appendices found at the same location. **THESE DOCUMENTS ARE AVAILABLE ONLINE VIA WWW.VWGROUPSUPPLY.COM → COOPERATION → PROCUREMENT CONDITIONS → VOLKSWAGEN GROUP OF AMERICA AND YOU SHALL BE HELD TO THESE TERMS WHETHER OR NOT YOU CHOOSE TO ACCESS AND READ THE APPLICABLE TERMS.**

2.13 Format of Responses

One (1) copy in an electronic format via e-mail and/or attached to your personal area on the ONE.Konzern Business Platform is required.

Where information must be provided in narrative form, your response should be as clear and concise as possible. The materials should be numbered, labeled and sequenced to coincide with the format followed in this RFQ. The use of “canned” marketing or public relations materials, as the substance of information generally is not desirable and may impede or confuse the analysis of competitive responses. Such materials should only be submitted as addenda to the substantive information.

Based upon the information submitted, presentations may be requested during the review period.

VWGoA will treat as confidential any information, which is specifically indicated as such, assuming it is otherwise not publicly disclosed. Specific sections of a response, which are considered confidential by the bidder, may be designated as confidential in the document. VWGoA reserves the right to share any information as necessary to evaluate potential infrastructure and support impacts to current VWGoA operations.

Responses must be signed by the individual(s) legally authorized to make the product, performance, and pricing commitments in the response.

2.14 Service Support Requirements/Dedicated Contract Administrator

VWGoA requires that you designate a Contract Administrator/Account Executive who shall act as a single point of contact. This person must be a registered user on the ONE.KBP, activated to receive RFQs on behalf of your company.

2.15 Contracting / Subcontracting Requirements

VWGoA requires that companies performing work on its behalf follow all state, local, and federal laws and regulations.

Please provide company detail on any subcontractors that are included in your response. In any and all cases, your company bears responsibility and liability for subcontractors with regard to equal employment regulations, legal and tax liability, unemployment and worker’s compensation taxes, and subcontractor’s compensation.

2.16 Travel Expenses

All travel undertaken by Bidder, its Personnel, or Subcontractors pursuant to an Order shall be at Bidder’s expense. If awarded a contract resulting from this RFQ, Bidder travel on behalf of VWGoA must be booked through VWGoA Corporate Travel, unless otherwise detailed in the Scope of Work or the Scope of Requirements.

2.17 Third Party Expenses

All third party expenses undertaken by Supplier, its Personnel or Subcontractors pursuant to a direct, written order / request from VWGoA shall be pre-agreed upon with VWGoA Purchasing and follow VWGoA applicable policies. **No markups, fees, or additional costs are permitted to be in addition to / on top of 3rd party costs.** VWGoA has the right to request receipts, invoices, and verification at any time for 3rd party costs billed. All costs are expected to be competitively bid and awarded to lowest cost subcontractor, as feasible and approved.

3. Appendix Overview – Required (every project) or Specific (per applicable project).

3.1 Instructions

This part provides instructions, appendix by appendix, on how to complete this RFQ. All of the below Appendices (including those requiring a specific format or signature) can be found on www.vwgroupsupply.com → Cooperation → Procurement Conditions → Volkswagen Group of America

3.2 Appendix A: Bidder Profile

Required: A summary of your company qualifications related to this RFQ and specific to the needs of VWGoA and the scope requirements.

3.3 Appendix B: Administrative Complaints and Lawsuits

Required: Disclose whether or not your company has been involved as a defendant in any administrative complaints or lawsuits in the past three years.

3.4 Appendix C: Organizational Structure

Required: Provide a current organizational chart for your company from the executive level to the field level. Positions should include the names and titles of the incumbents (names and titles of the field are not required at this time).

In addition, please disclose any former VWGoA employees that are employed or contracted by your company. Suppliers shall also state whether or not anyone employed by VWGoA within the last 5 years, or employed by any of VWGoA's affiliated companies, participated in Supplier's review of this RFQ, in Supplier's decision to submit a bid proposal, or in the evaluation, preparation or presentation of such bid proposal to the Company.

3.5 Appendix D: Officers of the Company and Principal Owners

Required: Disclose the biographical information for the principal officers of your company and any individuals having ownership of the company of ten percent (10%) or more. Such information should include the names, titles, length of tenure with your firm, professional certifications and licenses, percentage of ownership (if applicable) and a general description of the individual's background.

3.6 Appendix E: Bidder's Exceptions to VWGoA Requirements

Required: Indicate and describe as completely as possible any assumptions applied or exceptions to the requirements of this RFQ. If Supplier does not provide an Appendix E the Parties agree that this shall represent there are "no exceptions" to the Requirements.

3.7 Appendix F: VWGoA Supplier Procurement Code of Ethics

Required: This is the required supplier Code of Ethics which Supplier shall review, sign, and return.

3.8 Appendix G: Supplier Diversity

Required: Documentation evidencing Supplier's Accredited diversity certifications (MBE, WBE, VBE, or LGBTQ etc.).

3.9 Appendix H: Sustainability

documentation found at www.vwgroupsupply.com → Cooperation → Supply Chain Sustainability

Required: The Volkswagen Group strives to achieve economic, social and environmental goals on an equal priority. The Group expects its business partners to commit themselves accordingly and will review their compliance with a "S Rating".survey. The result of the S-Rating is **relevant for the awarding of contracts!**

3.10 Appendix I: Percentage Origin of Content

Specific: Documentation evidencing the origin of content of the project goods and services.

3.11 Appendix J: Reserved

3.12 Appendix K: Environmental

Required: Disclosure of our environment principles and policies, which Supplier shall follow.

3.13 Appendix L: Reserved

3.14 Appendix M: Safety

Required: Disclosure of our safety manual, which Supplier shall follow.

3.15 Appendix N: Tax

Specific: Format for supplying and identifying all personal property

3.16 Appendix O: Non-Disclosure/Non-Solicitation Agreement

Required: Non-Disclosure/Non-Solicitation Agreement which Supplier shall review, sign, and return.

3.17 Appendix P: License and Regulations

Specific: Compliance requirements for licenses and permits of Contractors

3.18 Appendix Q: Reserved

3.19 Appendix R: IT-04 Data Usage and Governance

Specific: If the proposed solution or service of the responder to this RFQ shall require access to or usage of VWGoA data, responder should review this document to make sure they are aware of policies around data usage

3.20 Appendix S: Data Privacy and Security Addendum

Specific: If the proposed solution or service of the responder to this RFQ shall require access to or usage of VWGoA data, responder should review this document to make sure they are aware of policies around data usage