



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (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's Dealer will perform a Pre-Delivery Inspection (PDI) which is included in the price of the vehicle. Any issues with the Equipment or Products will be addressed at PDI and corrected through the Vendor warranty process.

Sourcwell 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 Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell 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 Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell 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 be 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's Dealer, referencing Vendor's contract number. 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's Dealer 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. Sourcewell, 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all 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**

Sourcewell 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 Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, 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 Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## **14. INDEMNIFICATION**

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell 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. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.



b. Vendor grants to Sourcewell 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 Sourcewell.

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 Sourcwell 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, Sourcwell 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 Sourcwell 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 Sourcwell 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 Sourcwell to immediately terminate this Contract for default.

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

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

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

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

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

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

## **21. COMPLIANCE**

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

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

## **22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

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

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

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

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

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



decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations



issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

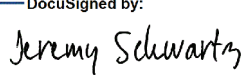
J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

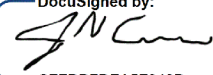
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor’s discharge of its obligations under this Contract for the purpose of making audits,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

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

**24. CANCELLATION**

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:   
C0FD2A139D06489...  
Jeremy Schwartz  
Title: Director of Operations & Procurement/CPO  
Date: 7/30/2020 | 3:01 PM CDT

Peterbilt Motors Company  
DocuSigned by:  
By:   
CFFDD7DEA5F948D...  
Joe Curran  
Title: National Fleet Sales Manager  
Date: 7/30/2020 | 3:21 PM CDT

Approved:  
DocuSigned by:  
By:   
7E42B8F817A64CC...  
Chad Coquette

Title: Executive Director/CEO

Date: 7/30/2020 | 3:24 PM CDT

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

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## Vendor Details

Company Name: Peterbilt Motors Company  
Address: 1700 Woodbrook St  
Denton, Texas 76205  
Contact: Joe Curran  
Email: joe.curran@paccar.com  
Phone: 615-613-1394  
Fax: 615-613-1394  
HST#: 91-0351110

## Submission Details

Created On: Monday May 04, 2020 08:12:45  
Submitted On: Tuesday June 09, 2020 14:02:13  
Submitted By: Joe Curran  
Email: joe.curran@paccar.com  
Transaction #: e7632b47-150f-42d4-8811-8eb9b224a263  
Submitter's IP Address: 165.225.0.105

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Peterbilt Motors Company
2	Proposer Address:	1700 Woodbrook Street Denton, Texas 76205
3	Proposer website address:	<a href="http://www.peterbilt.com">http://www.peterbilt.com</a>
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):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Curran National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 joe.curran@paccar.com (615) 613-1394
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mitesh Naik Director of Medium Duty Truck Sales 1700 Woodbrook Street Denton, Texas 76205 (940) 591-4107

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

Line Item	Question	Response *
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<p>7</p>	<p>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>	<p>Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. &amp; Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. &amp; Canada and has a large independently owned &amp; operated dealer network consisting of 405 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis.</p> <p>Peterbilt's core values:</p> <p>1) Purposeful Innovation, 2) Individualized Solutions, 3) Enduring Craftsmanship, and 4) Pride and Class</p> <p>1) Purposeful Innovation – Provide technologically advanced products and services that deliver outstanding performance and value.</p> <p>2) Individualized Solutions – Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them.</p> <p>3) Enduring Craftsmanship – Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees.</p> <p>4) Pride &amp; Class – Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience.</p> <p>Peterbilt's business philosophy</p> <p>Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment.</p> <p>Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable &amp; dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.</p>
<p>8</p>	<p>What are your company's expectations in the event of an award?</p>	<p>Peterbilt has marketed the Sourcewell Program on it's website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade-shows, conventions, expositions, dealer open houses, and dealer training events, etc.</p> <p>We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract.</p> <p>If awarded, we would continue to aggressively promote our Sourcewell contract both internally &amp; externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.</p>

9	<p>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>	<p>Peterbilt is a Division of Paccar, Inc. (<a href="http://www.paccar.com">www.paccar.com</a>).</p> <p>Paccar Inc designs, manufactures, and distributes light, medium, and heavy-duty commercial trucks in the United States, Europe, and internationally. The company operates in three segments: Truck, Parts, and Financial Services. The Truck segment designs, manufactures, and distributes trucks that are used for the over-the-road and off-highway hauling of commercial and consumer goods. It sells its trucks through a network of independent dealers under the Kenworth, Peterbilt, and DAF nameplates.</p> <p>PACCAR had an outstanding year in 2019, generating record revenues and profits as well as industry leading operating margins. Revenues climbed to \$25.6 billion and net income was \$2.39 billion; delivering an after-tax return on revenue of 9.3%. The company has earned annual net income for 81 consecutive years.</p> <p>PACCAR's financial results reflect the company's premium-quality trucks and services, technology leadership, strong global truck markets and record truck deliveries, complemented by record aftermarket parts sales and good financial services results worldwide. These excellent results were due to the capabilities and efforts of our employees who delivered industry leading product quality, innovation and outstanding operating efficiency.</p> <p>PACCAR delivered a record 198,800 trucks to its customers, and sold a record \$4.02 billion of aftermarket parts. PACCAR's excellent credit ratings of A+/A1 supported PACCAR Financial Services' record new loans and leases of \$5.63 billion. Year-end stockholders' equity was a record \$9.71 billion.</p> <p>Class 8 truck industry retail sales in North America, including Mexico, were 336,000 vehicles in 2019 compared to 311,000 the prior year. The European 16+ tonne market in 2019 was 320,000 vehicles compared to 319,000 in 2018. PACCAR customers are generating good profits due to strong freight tonnage, low fuel prices and the superior operating efficiency of Kenworth, Peterbilt and DAF trucks.</p> <p>PACCAR's strong financial performance in 2019 benefited from PACCAR Parts' record pre-tax profits of \$830.8 million and PACCAR Financial Services' pre-tax profits of \$298.9 million. After-tax return on beginning stockholders' equity was an industry leading 27.8% in 2019. PACCAR's financial performance has enabled the company to declare \$7 billion in dividends during the last ten years, which is over 50% of the net income generated during that same period. PACCAR's total stockholder return in 2019 was 45% versus 31% for the S&amp;P 500 Index.</p> <p>Paccar Annual Report attached.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Class 6/7: 8.50% Class 8: 15.00%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 22% (Class 6/7/8 - all inclusive).</p>
11	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>Class 6/7: 7.70% Class 8: 11.30%</p> <p>Above numbers take into account ALL trucks/tractors with the majority being freight-hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 21% (Class 6/7/8 - all inclusive).</p>
12	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>No.</p>



13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>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?</p> <p>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?</p>	<p>Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 405 locations across the U.S. &amp; Canada. Peterbilt dealers are independently owned &amp; operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company &amp; Paccar, Inc.</p> <p>Peterbilt dealers employ 1,000+ salespersons across the U.S. &amp; Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person &amp; on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned.</p> <p>In addition to the dealer network sales force, Peterbilt Motors also employs a factory-sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcewell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned.</p> <p>Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the customer experience is optimized in regards to truck specifications, performance, etc. *</p> <p>Peterbilt dealer service network includes 405+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support.</p> <p>Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4-PETERBILT.</p> <p>Peterbilt factory service support management team consists of 30+ individuals across the U.S. &amp; Canada that work collaboratively with our dealers service managers and technicians to take care of our customers &amp; their trucks, from in-depth troubleshooting to warranty &amp; policy support.</p>
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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.	<p>Peterbilt Manufacturing facilities are ISO 9001:2008 certified.</p> <p>Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities.</p> <p>Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS).</p> <p>Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture.</p> <p>The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA.</p> <p>The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure.</p> <p>Peterbilt brake systems meet all NHSTA FMVSS regulations.</p> <p>Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108.</p> <p>Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210.</p> <p>All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101.</p> <p>Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States &amp; Provinces in which they do business.</p>	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

**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	<p>2015 - Peterbilt Denton achieved ISO 14001 environmental and 'no-waste-to-landfill' certifications..</p> <p>2016 - The PACCAR MX-11 was named a Top 20 product by Heavy Duty Trucking magazine.</p> <p>2016 - Peterbilt's truck factory in Denton, Texas and the PACCAR engine factory in Columbus, Mississippi earned Frost and Sullivan's "Manufacturing Leadership" awards for operational excellence and incorporation of the "Internet of Things" into manufacturing processes.</p> <p>2017 - The PACCAR Engine Factory in Columbus, Mississippi earned the "2017 Quality Plant of the Year" award from Quality Magazine.</p> <p>2018 - Peterbilt in Denton, Texas, the PACCAR engine factory in Columbus, Mississippi and PACCAR Ste-Thérèse, Canada each earned a prestigious Manufacturing Leadership Award from Frost &amp; Sullivan, a leading industry research firm.</p> <p>2019 - Peterbilt Denton earned "Manufacturing Leadership" awards from the National Association of Manufacturers.</p> <p>2019 - PACCAR was honored as a global leader in environmental practices by environmental reporting firm CDP, earning recognition on the 2019 CDP Climate Change A List.</p> <p>2019 - Peterbilt was recognized as a "Top Place for Women to Work" by the Women in Trucking organization.</p>
17	What percentage of your sales are to the governmental sector in the past three years	2%
18	What percentage of your sales are to the education sector in the past three years	<1%
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.</p> <p>Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.</p>
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Southeastern Public Service Authority - Chesapeake, VA	Angie Hutchins	757-961-3562
County of Fresno, CA	Mike Downing/Ken Christiansen	559-600-7528 559-600-7511
Algonquin Township, IL	Andrew Gasser	850-866-0155
City of Portsmouth, VA	Kenny Strickland	757-393-8629
City of Virginia Beach, VA	Reggie Padgett	757-385-1925

**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 *
United States Postal Service	Government	District of Columbia - DC	Medium Duty & Class 8 truck & tractors  Trucks purchased:  Peterbilt Model 220 Cab-over 33,000lb GVW trucks.  Peterbilt Model 337 Conventional 33,000lb GVW trucks.  Peterbilt Model 348 Conventional 43,000lb GVW trucks.  Peterbilt Model 520 Cab-over 43,000lb GVW trucks.  Peterbilt Model 520 Cab-over 80,000lb GVW tractors.	Grand Total: 2,200 over the last 3 years	Approximately \$175 Million
City of Los Angeles	Government	California - CA	Medium Duty & Class 8 trucks	83 over the last 3 years	Approximately \$10 Million
City of Phoenix	Government	Arizona - AZ	Class 8 Trucks	59 over the last 3 years	Approximately \$7.5 Million
City & County of Honolulu	Government	Hawaii - HI	Class 8 Trucks	38 over the last 3 years	Approximately \$5 Million
City of Baltimore	Government	Maryland - MD	Medium-Duty Trucks (Class 6/7)	31 over the last 3 years	Approximately \$2.5 Million

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
23	Sales force.	<p>Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. &amp; Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account.</p> <p>All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US &amp; Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators.</p> <p>Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US &amp; Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.</p>

24	Dealer network or other distribution methods.	<p>Peterbilt Motors Company's dealer network is independently owned &amp; operated. Peterbilt's dealer network consists of 405 locations across the US &amp; Canada with plans to be at 430 by the end of CY2020. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill-rate.</p> <p>In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 300 TRP locations and online at <a href="https://trpparts.com/">https://trpparts.com/</a></p> <p>Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks.</p>	*
25	Service force.	<p>Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada-Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers.</p> <p>The dealer network consists of 5,767 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.).</p> <p>Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.</p>	*
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.	<p>Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare (<a href="https://partsandservice.peterbilt.com/roadside/">https://partsandservice.peterbilt.com/roadside/</a>) to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible:</p> <ul style="list-style-type: none"> <li>• Fast help when you call 1-800-4-PETERBILT</li> <li>• Free registration</li> <li>• Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services</li> <li>• An efficient roadside assistance system that tracks all aspects of your job</li> <li>• Custom-mapping technology including On-board diagnostics through SmartLinq that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you</li> <li>• Personalized customer profiles to specify your roadside assistance preferences</li> <li>• Bilingual representatives and translation service to ensure quality assistance in any language</li> </ul> <p>Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria:</p> <ol style="list-style-type: none"> <li>1. Dealer's ability to set firm appointment</li> <li>2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center.</li> <li>3. Dealer holding appointment slot for customer.</li> <li>4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment</li> <li>5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service.</li> </ol> <p>New to Calendar Year 2020 is Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships' scores are based on factors including:</p> <ul style="list-style-type: none"> <li>• Facilities and drivers lounges.</li> <li>• Expanded hours of service.</li> <li>• Parts availability.</li> <li>• Triage procedure.</li> <li>• Having certified Paccar MX engine technicians.</li> </ul> <p>Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership.</p> <p>Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed.</p>	*

		<p>Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally.</p> <p>Response time capability:</p> <p>Rapidcheck:</p> <p>Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started:</p> <p>Run initial diagnostic testing on the vehicle  Determine needed repairs or if more complete diagnoses is required  Check parts availability  Provide an estimate of when the vehicle repairs will be complete  Communicate all findings to the customer  With customer permission, repairs that can be completed within 2 hours will be carried out</p> <p>Response Time Capability:</p> <p>Mobile Service:</p> <p>Peterbilt's dealer network operates a fleet of 100+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal.</p> <p>Peterbilt also offers National Account Warranty Programs that include:  Access to online truck service &amp; option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins  Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet)  Discounted and/or free diagnostic tools</p>	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following:</p> <p>Internal Dealer Bulletins (sent out to all Dealers Management &amp; Sales Personnel) that announce the program, describe the program, provide pricing, and contact details.</p> <p>Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information &amp; more.</p> <p>Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc.</p> <p>All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell.</p> <p>Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn).</p> <p>Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events.</p> <p>See attached "Marketing Plan" in documents section.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that.</p> <p>Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020.</p> <p>Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract.</p> <p>Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *



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.	<p>Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market.</p> <p>Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply log into: <a href="http://www.peterbilt-fleettraining.com">www.peterbilt-fleettraining.com</a> and create a username &amp; password. Any member can take any course on the site and/or Fleet Managers can assign courses &amp; track progress.</p> <p>The following are just some of the training on the site that is available:</p> <ul style="list-style-type: none"> <li>Engine Service</li> <li>Low Power Visual Inspection</li> <li>Common Rail Troubleshooting</li> <li>Tandem Drive Axle Service</li> <li>Axle Kingpin Replacement</li> <li>Fuel System Flow and Components</li> <li>Common Rail Fuel System</li> <li>Engine Lubrication System</li> <li>Starting and Charging Systems</li> <li>Pending Active and Inactive Codes</li> <li>Clearing the MIL Light</li> <li>Smoke Analysis</li> <li>Low Power Diagnosis</li> <li>Manual Compression Testing</li> <li>EGR System Diagnosis</li> <li>Warning Lights</li> <li>DPF System Diagnosis</li> <li>DEF System Diagnosis</li> <li>Turbo System Diagnosis</li> <li>Diesel Emissions System</li> <li>Exhaust and Aftertreatment System Diagnosis</li> <li>NOx Sensor Diagnosis</li> </ul> <p>On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location.</p> <p>Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.</p>
37	Describe any technological advances that your proposed products or services offer.	<p>In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances:</p> <p><b>SmartNav:</b></p> <p>A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian.</p> <p><b>SmartAir:</b></p> <p>Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs.</p> <p><b>SmartLinq:</b></p> <p>Peterbilt's SmartLINQ remote diagnostic system complements fleet management operations by providing real-time notifications should a vehicle's onboard diagnostics system generate a service event. This easy-to-use, web-based</p>

system helps you prioritize which trucks should be serviced at the next convenient opportunity or which may need immediate attention. SmartLINQ provides four levels of notification – Stop Now, Service Now, Service Soon and Informational – as well as the fault codes generated from any vehicle requiring service. SmartLINQ allows the fleet to proactively schedule a service appointment with a Peterbilt dealer to ensure the needed resources are available when the vehicle arrives for service, getting your truck back on the road as quickly as possible. With SmartLINQ, Peterbilt helps you eliminate unscheduled downtime.

#### Collision Mitigation:

Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera-integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead.

#### HID + LED headlights:

Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting

#### Predictive Cruise:

Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead.

#### Driver Performance Assistant:

When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicles RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy.

#### Driver Information Display:

The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions).

#### Stability Control with Automatic Traction Control:

Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets.

#### Zinc coated frame rails:

Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck.

Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine.

#### Allison FuelSense:

Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend).

Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents.

Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc.

Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc.

Standard technology on Peterbilt trucks that provide value to fleets:

FRAME

\*

Steel rails with gussets to maximize RBM.  
 Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.  
 Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.  
 Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.

#### STEER AXLE

Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.  
 Greaseless spring pins reduce maintenance and improve ride quality.  
 Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.  
 Glidekote splines on steering shaft extend service life of components.

#### DRIVE AXLE

Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.  
 Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.

#### ENGINES & RELATED SYSTEMS

Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.  
 Silicone radiator and heater hoses enhance value, durability and reliability.  
 ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.  
 Constant tension and torque band clamps reduce leaks.  
 Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.  
 Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.  
 Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.  
 Maintenance free 12V batteries provide reliable power for starting and accessories.  
 Stranded copper battery cables are double aught (00) or larger to reduce resistance.  
 Stainless steel flex exhaust tubing & clamps provide durability.  
 Optimized exhaust routing to simplify the truck order process and provide optimal performance.

#### AIR SYSTEM

Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.

#### FUEL TANKS

Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.  
 Wire braid fuel lines increase durability and reduce potential for leaks.

#### ELECTRICAL SYSTEM

Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.  
 Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.  
 Braided chassis harness cover provides durability.  
 Convoluted tube covering on harnesses protects from chaffing.  
 Wires numbered every 4 inches or less for ease of serviceability.

#### CAB / HOOD

Proprietary all-aluminum cab is light weight and durable for long service life.  
 Spring assisted, hood opening for serviceability.  
 Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.  
 One piece roof reduces potential for leaks.  
 Lap seam construction and aircraft fasteners has greater clamp load than rivets.

Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability.  
Interior Left and Right Side Grab Handles for easy access into the cab.

CAB INTERIOR

LH & RH door mounted map pockets with door mounted step lights  
Cast rubber flooring with integral sound barrier.  
Integrated "dead pedal" for driver comfort.  
Four ergonomically positioned entry / egress grabhandles  
Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.

LIGHTS

Projector module pod headlights provide outstanding visibility.  
'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.  
Headlights turn on automatically when windshield wiper blades are activated.  
Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement.

DASH & INSTRUMENTATION

Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.  
Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.  
LED backlit gauges to prevent eye fatigue.

PAINT

Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

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>Peterbilt offers more models with CNG &amp; LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM.</p> <p>Peterbilt's full line of engines are approved for the use of Biodiesel up to B20.</p> <p>Peterbilt just launched 3 Battery-Electric-Vehicles that are for sale; (Model 220EV - available NOW) and starting in CY2021 (Model 520EV &amp; Model 579EV).</p> <p>Investing in Sustainable Operations:</p> <p>All Company manufacturing locations that have been in operation for more than two years have achieved ISO14001 certification.</p> <p>The Company has invested \$160 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers.</p> <p>First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions.</p> <p>Reducing Greenhouse Gas Emissions</p> <p>From 2009 to 2016 Peterbilt reduced greenhouse gas emissions 32% on a per revenue basis.</p> <p>Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes.</p> <p>Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint.</p> <p>Reducing Waste</p> <p>Many of the Company's manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste.</p> <p>Conserving Resources</p> <p>Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing.</p> <p>Products</p> <p>All Peterbilt vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission.</p> <p>Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials.</p> <p>Fuel-Efficient, Low-Emission PACCAR Engines</p> <p>Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines.</p> <p>Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.</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.	<p>Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements.</p> <p>All plants that manufacture Peterbilt products are are ISO 14001:2004 and/or ISO 14001:2015 Certified.</p> <p>Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products.</p> <p>See Line Item 38 for additional details.</p>
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses.</p> <p>Example certification (Montana Peterbilt) attached.</p> <p>Other certifications/inquiries available upon request to Peterbilt Motors.</p>

<p>41</p>	<p>What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?</p>	<p>Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 &amp; 7 Cab-Over trucks, Class 6 &amp; 7 Conventional trucks &amp; tractors, Class 8 Conventional trucks &amp; tractors AND Class 8 Cab-Over trucks &amp; tractors.</p> <p>No other OEM has the variety of trucks offered by Peterbilt Motors.</p> <p>This allows for a Sourcwell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint striping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks.</p> <p>Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcwell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing.</p> <p>94% of Peterbilt trucks in-serviced in Calendar Year 1999 were still in-serviced in Calendar Year 2019 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.</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?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.)
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.
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?	No.
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?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body.  However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support.  Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.
47	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.
48	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease).  The majority of service contract options would be handled through Peterbilt Motors dealer network.  Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc.  Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.

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

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	<p>Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc.</p> <p>Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.</p>
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?	<p>Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar).</p> <p>In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.</p>
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	<p>Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all invoices to the Sourcewell members for those trucks and verifies pricing. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell.</p> <p>All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers.</p> <p>For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.</p>
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	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 *
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<p>53</p>	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>See attached Peterbilt-Sourcewell Pricing.</p> <p>Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered.</p> <p>Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Price includes Peterbilt's factory freight and the Peterbilt dealer's profit &amp; pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed.</p> <p>*** Medium-Duty/Heavy-Duty Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+.</p> <p>Battery-Electric-Vehicles (BEV) will be priced using the same method as described above for the cab &amp; chassis (truck) except that the BEV Systems cost will be added to the cab &amp; chassis price separately.</p>
<p>54</p>	<p>Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.</p>	<p>Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members.</p> <p>As per the comments in Line Item 53, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit &amp; pre-delivery-inspection.</p> <p>Pricing does not include any components or services provided by the dealer - ex) Body, additional components like lights, cameras, etc., additional fuel, truck clean-up, local delivery, etc.</p> <p>Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.</p> <p>See attached Pricing Proposal.</p> <p>To sum up the pricing proposal, Sourcewell Members will get the following discounts:</p> <p>Model 220: 23%          Model 325: 27%          Model 330: 31%          Model 337: 32%          Model 348: 35%          Model 365: 43%          Model 367: 43%          Model 567: 43%          Model 579: 44%          Model 389: 44%          Model 520: 42%</p> <p>Example: Sourcewell member works with local dealer to build a spec for a Model 348 and final list price with all options is \$130,000. Sourcewell member simply takes 35% off of that and the number yielded is what they would pay for the truck. \$130,000 - \$45,500 (\$130,000 X 35%) = \$84,500.</p>

55	Describe any quantity or volume discounts or rebate programs that you offer.	<p>Peterbilt Motors Company AND its Dealers will provide quantity/volume discounts on a case by case basis - simply contact local dealer or Peterbilt Sourcewell contract manager. Typically this would be for transactions of 10 or more trucks.</p> <p>Rebates are also available for purchases of 10 or more trucks. For rebate structure/questions, etc., Sourcewell member will simply need to contact Peterbilt's Sourcewell Contract Manger.</p>	*
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.	<p>Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab &amp; chassis and all other components required on the vehicle.</p> <p>Examples of such components (or "sourced goods"):</p> <p>Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.)</p> <p>Peterbilt dealers will provide both Bodies &amp; Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies &amp; Accessories.</p>	*
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.	<p>Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 53 &amp; 54.</p> <p>Truck (cab &amp; chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI).</p> <p>Price does not include any component or service provided post factory delivery.</p> <p>Examples of components/services NOT included from Peterbilt Motors:</p> <p>Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings</p> <p>Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer:</p> <p>Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid</p>	*
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.	<p>Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing.</p> <p>Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.</p>	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective.</p> <p>Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico</p>	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>Peterbilt Motors dealers can offer delivery spread out across a calendar year and sometimes 2-3 years at the same price (depending on purchase volume) or max 1% increase per year. Trucks can be delivered at intervals that suit the Sourcewell members need/budget.</p> <p>Peterbilt dealer can also offer to "stock" trucks that match Sourcewell Members' specifications and have them ready to deliver asap.</p>	*

**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.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD in CY2020 and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

**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 Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell.	<p>As noted in Line Item 51, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcwell transaction.</p> <p>Peterbilt dealers submit Sourcwell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code.</p> <p>Peterbilt's Sourcwell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter.</p> <p>Although not required by Sourcwell, Peterbilt Sourcwell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcwell members for those trucks and verifies pricing meets the Sourcwell Contract.</p> <p>The trucks are then loaded onto the Sourcwell quarterly report and submitted to Sourcwell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcwell.</p> <p>For trucks on the ground that were not ordered for particular Sourcwell deals (stock trucks), and therefore do not have the Sourcwell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcwell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcwell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcwell Manager to verify that the sell price meets our Sourcwell contract pricing.</p>
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Peterbilt Motors proposes to continue to offer the flat \$500/truck administrative fee that was provided for our current Sourcwell contract.

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

Line Item	Question	Response *
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64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Peterbilt Motors offers the widest product line in the industry for Sourcewell members.</p> <p>Peterbilt offers the following products:</p> <p>Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW – 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Stripers, Stake-bed-trucks, and Van-body-trucks.</p> <p>Model 325: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 330: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks.</p> <p>Model 337: Conventional cab. Truck or tractor configuration. 26,000 LBS – 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks.</p> <p>Model 348: Conventional cab. Truck or tractor configuration. 33,000 LBS – 66,000 LBS GVW &amp; GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks.</p> <p>Model 365: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ LBS GVW &amp; GVWR. 9 Liter, 11 Liter, and 13 Liter diesel engine and 9 Liter and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Vacuum-trucks, Tank-trucks, and Crane-trucks.</p> <p>Model 367: Conventional cab. Truck or tractor configuration. 80,000+ LBS GVW &amp; GVWR. 13 Liter and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-trucks, Tank-trucks, and Vacuum trucks.</p> <p>Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS – 80,000+ GVW &amp; GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors.</p> <p>Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS – 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors.</p> <p>Model 389: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW &amp; GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks.</p> <p>Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS – 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Striping-trucks, and Concrete-Pumping-trucks.</p> <p>Additional details can be found at <a href="https://www.peterbilt.com/trucks">https://www.peterbilt.com/trucks</a></p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Truck &amp; related Parts:</p> <p>Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (<a href="https://parts.peterbilt.com/">https://parts.peterbilt.com/</a>), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines.</p> <p>In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.</p>

**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	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR. *
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR *
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR *
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Conventional cab. Truck only. Body-installation unlimited. Up to 19,500 LBS GVW *
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Peterbilt does not offer Class 4 chassis. *

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	<p>1) Peterbilt Motors tracks market share for several segments, 1 of which is Government/Municipal/etc. Peterbilt Sales force and Dealer Network are graded heavily on market share performance, both by Peterbilt Senior &amp; Executive Management but also by Peterbilt's parent company, PACCAR, Inc. Performance regarding market share is weighted heavily for Peterbilt department evaluations (i.e. Vocational/Government Sales Team, Medium-Duty Sales Team, etc.) as well as individual evaluations and effects individual compensation.</p> <p>2) Peterbilt Motors created a specific tracking sales-code for Sourcewell transactions. This code is entered by Peterbilt dealers when truck specifications are created for Sourcewell members and is tied to the specification when it is submitted for final order. This allows Peterbilt to track all Sourcewell ordered trucks. In addition, dealers are required to submit VIN numbers for all stock trucks that sell to Sourcewell members. Stock trucks are trucks ordered for dealers to put on the ground in inventory to sell to the general public and therefore are not ordered with the Sourcewell tracking code. Dealers must submit their stock-truck Sourcewell sales quarterly to Peterbilt Motors.</p> <p>Using this data, Peterbilt recognizes the highest volume Dealer-Group with the "Sourcewell Most Valuable Partner" award annually and in addition recognizes the #1 Sales Person nationally. Monthly standings are sent out to the Dealer Groups &amp; Individuals to encourage participation &amp; competition.</p>

72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	<p>Peterbilt Motors Company is the industry's #1 provider of Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG) trucks &amp; tractors. Peterbilt has been selling CNG/LNG trucks for over 20 years.</p> <p>Peterbilt offers the Cummins L9N &amp; ISX12N in several models: Model 337 (truck or tractor), Model 348 (truck or tractor), Model 567 (truck or tractor), and Model 520 Cab-Over (truck only).</p> <p>All of Peterbilt's engines (PX7, PX9, MX-11, and MX-13) as well as the Cummins engines offered by Peterbilt (X15) are compatible with Bio-diesel up to 20% (B20).</p> <p>Peterbilt Motors also offers the broadest range of Battery-Electric-Vehicles (BEVs) on the market.</p> <p>Peterbilt offers 3 distinct Models of BEVs:</p> <p>Peterbilt Model 220EV. Cab-Over; truck configuration. Commons applications include box/van for delivery, stake bed, and flat-bed.</p> <p>Peterbilt Model 579EV. Conventional Cab; tractor configuration. Local delivery or Port application.</p> <p>Peterbilt Model 520EV. Cab-Over; truck configuration. Refuse applications.</p>
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Each Peterbilt truck is hand-made at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.).</p> <p>Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly.</p> <p>Chassis strength:</p> <p>All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger.</p> <p>Most of Peterbilt's conventional cabs (325/330/337/348/365/367/389) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened with aircraft quality huck fasteners. Peterbilt's other conventional cabs (567/579) use the same lap-seam process but use robotically punched henrob fasteners along with 2 adhesives (structural &amp; acoustic) to fasten the cab together.</p> <p>This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2019! - Class leading durability.</p> <p>Safety features include:</p> <ul style="list-style-type: none"> <li>Bendix ESP Stability Control System</li> <li>Bendix Wingman collision mitigation</li> <li>Meritor OnGuard</li> <li>Smart Traction Control</li> <li>Battery disconnect switches</li> <li>Auto Neutral activates with parking brake</li> <li>Brake lock PTO control</li> <li>Seat belt and occupancy sensor</li> <li>Remote keyless entry</li> <li>Optional Severe Service Cab</li> <li>Orange/Red seat belts</li> <li>RollTek Air-bag equipped seats</li> </ul> <p>Other Peterbilt features &amp; benefits/advantages:</p> <p>FRAME</p> <ul style="list-style-type: none"> <li>• Steel rails with gussets to maximize RBM.</li> <li>• Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint.</li> <li>• 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry.</li> </ul>



- Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry.
- Rubber-lined clamps along frame rail to protect air & electric lines routed in frame.
- Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines.
- Standard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility.
- Two frame mounted tow pins standard.

#### STEER AXLE

- Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution.
- Factory front axle alignment to improve handling and reduce tire wear.
- Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.
- Greaseless spring pins reduce maintenance and improve ride quality.
- Standard oil seals for long lasting leak protection.
- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

#### DRIVE AXLE

- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

#### ENGINES & RELATED SYSTEMS

- Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life.
- Silicone radiator and heater hoses enhance value, durability and reliability.
- ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs.
- Low coolant level sensor warns of low coolant condition to prevent engine damage.
- Constant tension and torque band clamps reduce leaks.
- Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance.
- Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime.
- Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability.
- 12 Volt System with circuit protection for reliable easy maintenance and service.
- Composite fan is light-weight but strong and corrosion resistant.
- Full fan shroud, ring and rubber boot improves under hood airflow and provides a robust fan-to-radiator shroud interface for greater cooling capacity.
- Maintenance free 12V batteries provide reliable power for starting and accessories.
- Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- Stainless steel air cleaner straps, brackets and fasteners provide a durable bright finish.
- Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- Washer bottle with 1.3 gallon capacity extends maintenance intervals to refill.
- Polished stainless steel grille with a distinctive punched oval grille pattern provides a durable bright finish.
- Stainless steel flex exhaust tubing & clamps provide durability.
- Optimized exhaust routing to simplify the truck order process and provide optimal performance.
- 5" diameter chrome plated steel standpipe cools exhaust for safety.

#### TRANSMISSION & RELATED SYSTEMS

- Synthetic lubricant to reduce friction, improve efficiency and extend component life.
- Magnetic transmission oil drain plug captures and holds any metal fragments in transmission oil to extend service life.
- Coated driveshaft splines extend service life.
- Configured Clutch to simplify the truck order process and provide optimal performance.
- Torque limiting clutch brake

#### AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to



reduce moisture in air system components.

- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

#### FUEL TANKS

- Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps.
- Under cab fuel tanks include steps for cab access.
- Single fuel tank will receive a single draw / single return fuel system.
- Dual fuel tanks will receive dual draw / dual return fuel system equalizes fuel load.
- Top draw fuel plumbing reduces chance of introducing air into the fuel system during low fuel level conditions due to the central placement of the fuel pickup tube.
- Optimized filler neck location on under cab fuel tanks optimizes access and safety.
- Paddle handle filler cap with threadless filler neck to avoid stripping
- Wire braid fuel lines increase durability and reduce potential for leaks.

#### ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

#### CAB / HOOD

- Proprietary all-aluminum cab is light weight and durable for long service life.
- Light-weight, gently sloped, hood with and one-piece grille crown improves air flow and increases visibility.
- Spring assisted 90 degree hood opening for serviceability.
- Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing.
- Hood latch on each side secures the hood to the cowl.
- Three point rubber cab mounting
- One piece roof reduces potential for leaks.
- Lap seam construction and aircraft fasteners has greater clamp load than rivets.
- Bulkhead style doors provide virtually water-tight, rattle-free performance.
- Extruded aluminum door frames for strength and durability.
- Full length, heavy-duty piano-type stainless steel door hinges and pins provide durability.
- View window in RH door for safety.
- Electric windshield wipers and washers with intermittent wiper function
- Grab handles mounted on cab LH & RH for cab access.
- Convex mirror over RH door and below each rear view mirror for improved visibility and safety

#### CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.
- Heater / air conditioner with dedicated side window defroster
- Adjustable steering column
- Key start ignition for an automotive feel.
- Ignition and doors keyed alike for driver convenience.
- Cigar lighter and ashtray with power port
- Integrated "dead pedal" for driver comfort.
- Five ergonomically positioned entry / egress grabhandles
- Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience.
- Header mounted dome light

- Driver and passenger dome and reading lights
- Footwell lighting
- 12-volt power outlet in dash
- Peterbilt in-dash Navigation System available

LIGHTS

- State-of-the-art halogen projector module pod headlights increase visibility.
- 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm.
- Headlights turn on automatically when windshield wiper blades are activated.
- Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style.

DASH & INSTRUMENTATION

- Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information system such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance.
- Ergonomic dash provides enhanced driver comfort and productivity.
- Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading.
- LED backlit gauges to prevent eye fatigue.
- Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure
- Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential
- Seat belt reminder
- Cruise control for driver convenience.
- Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience.

PAINT

- The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood

74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately 75% or worse.</p> <p>In addition, Peterbilt's cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry.</p> <p>Peterbilt's 2-piece windshield offering provides for the lowest cost AND shortest downtime when replacing broken windshields. Approximately \$75 &amp; 30 minutes vs approximately \$400 &amp; 3-4 hours vs 1-piece windshields.</p> <p>Peterbilt offers individually replaceable gauges that allow for fast &amp; inexpensive gauge replacement. Approximately 10 minutes &amp; \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 &amp; 1-2 hours.</p> <p>Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements.</p> <p>Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service.</p> <p>Air lines are color-coded for simple tracing.</p> <p>Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs</p> <p>Peterbilt conventional Medium-Duty trucks and 365/367/389 use a 3/8" piano hinge for door mounting. Other OEMs use light-duty-automotive style hinges (2). Piano hinge maintains door alignment over the life of the truck vs door alignment required for other OEMs. Improper door alignment wears the rubber-seal/weatherstripping and can even wear metal, causing element &amp; wind noise intrusion as well as corrosion.</p> <p>Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the "Driver Information Display". The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut-down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board-diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated.</p> <p>Peterbilt also offers Remote-diagnostics via our SmartLinq system. SmartLinq (free for the first 2 years on all Class 8 Peterbilt Models) provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at <a href="https://www.peterbilt.com/innovation/technology/smartLINQ">https://www.peterbilt.com/innovation/technology/smartLINQ</a></p> <p>Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less.</p> <p>The program is available throughout the more than 405 locations in the Peterbilt dealer network.</p> <p>Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours.</p> <p>The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.</p>
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## Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

### 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](#) - paccar-2019-Annual Report.pdf - Wednesday May 06, 2020 07:48:59
  - [Marketing Plan/Samples](#) - Marketing Plan.pdf - Friday May 29, 2020 11:40:01
  - [WMBE/MBE/SBE or Related Certificates](#) - Montana Peterbilt LLC - MBE.pdf - Monday June 08, 2020 14:38:16
  - [Warranty Information](#) - Warranty Schedule.pdf - Tuesday June 09, 2020 07:50:55
  - [Pricing](#) - SOURCEWELL CUSTOMER PRICING CY2021-2024 RFP Proposal - Peterbilt Motors Company.pdf - Tuesday June 09, 2020 09:17:49
  - [Additional Document](#) - Peterbilt Dealer Directory.pdf - Friday May 22, 2020 12:40:07

## 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. - Joe Curran, National Fleet Sales Manager, Peterbilt Motors Company

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_11_Class 4-8_Chassis_RFP060920</b> Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_10_Class_4-8_Chassis_RFP060920</b> Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_9_Class_4-8_Chassis_RFP060920</b> Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_8_Class_4-8_Chassis_RFP060920</b> Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_7_Class_4-8_Chassis_RFP060920</b> Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_6_Class_4-8_Chassis_RFP060920</b> Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_5_Class_4-8_Chassis_RFP060920</b> Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
<b>Addendum_4_Class_4-8_Chassis_RFP060920</b> Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_3_Class_4-8_Chassis_RFP060920</b> Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_2_Class_4-8_Chassis_RFP060920</b> Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
<b>Addendum_1_Class_4-8_Chassis_RFP060920</b> Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

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

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Peterbilt Motors Company** (Vendor).

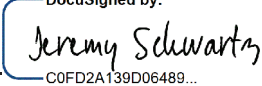
Sourcewell awarded a contract to Vendor to provide Class 4-8 Chassis with Related Equipment, Accessories, and Services to Sourcewell and its Participating Entities, effective July 30, 2020, through August 1, 2024 (Contract).

The parties wish to amend the Contract to replace Vendor’s updated Authorized Representative from Joe Curran to:


Wesley Slavin  
Director of Sales Operations  
940-591-4016  
Wesley.Slavin@paccar.com

Except as amended above, the Original Agreement remains in full force and effect.

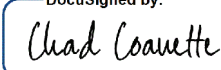
**Sourcewell**

DocuSigned by:  
  
By: \_\_\_\_\_  
C0FD2A139D06489...  
Jeremy Schwartz, Chief Procurement Officer  
Date: 11/15/2022 | 4:58 PM CST

**Peterbilt Motors Company**

DocuSigned by:  
  
By: \_\_\_\_\_  
1F9131C515EB407...  
Wesley Slavin, Director of Sales Operations  
Date: 11/15/2022 | 1:37 PM CST

Approved:

DocuSigned by:  
  
By: \_\_\_\_\_  
7E42B8F817A64CC...  
Chad Coauette, Executive Director/CEO  
Date: 11/15/2022 | 8:39 PM CST