



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

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, Division of PACCAR Inc., 10630 N.E. 38<sup>th</sup> Place, Kirkland, WA 98033 (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 pursuant to the express vehicle warranty and extended warranties provided with all Vendor's vehicles. Vendor does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Vendor (which carry a separate manufacturer's warranty). In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

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

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

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

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

Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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 become an amendment to this Contract and be incorporated by reference.

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order. If a performance bond is requested by a Participating Entity, Vendor's dealer will have sole responsibility to agree to and establish the bond.

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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell 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 Sourcewell-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, to the extent 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 Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

### **19. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

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

C. Intentionally Omitted.

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), or self-insurance in accordance with Vendor's risk management practices.

## **21. COMPLIANCE**

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

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

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

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Vendor will provide AAP and EEO1 reports only.

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

Kenworth Truck Company,  
Division of PACCAR Inc.

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

DocuSigned by:  
By: Mike Kleespies  
0B8F148A584040E...  
Mike Kleespies

Title: Director of Operations &  
Procurement/CPO

Title: Director Medium Duty Sales

Date: 8/24/2020 | 3:43 PM CDT

Date: 8/24/2020 | 2:26 PM CDT

Approved:

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

Title: Executive Director/CEO

Date: 8/24/2020 | 3:44 PM CDT

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

---

## Vendor Details

Company Name: Kenworth Truck Company, Division of PACCAR Inc.  
Address: 10630 N.E. 38th Place  
Kirkland, Washington 98033  
Contact: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Phone: 813-455-1248  
HST#: 916029712

## Submission Details

Created On: Monday May 04, 2020 13:34:50  
Submitted On: Tuesday June 09, 2020 12:25:16  
Submitted By: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Transaction #: 093110d5-8364-41a5-bf4a-75cd7cf89286  
Submitter's IP Address: 165.225.223.59

---

## 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):	Kenworth Truck Company, Division of PACCAR Inc.
2	Proposer Address:	Division Headquarters: 10630 N.E. 38th Place Kirkland, Washington 98033 (425) 828-5000  PACCAR Inc. 777 106th Ave Ne Bellevue, WA, 98004 (425) 468-7400
3	Proposer website address:	www.kenworth.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director Medium Duty Sales 8338 Golden Prairie Dr Tampa, FL 33647 mike.Kleespies@paccar.com 813-455-1248
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	none

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

Line Item	Question	Response *
-----------	----------	------------

7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> <li>• Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow.</li> <li>• Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle.</li> <li>• Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities.</li> <li>• Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services.</li> <li>• Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.</li> </ul>	*
8	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 6,7, & 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, all types of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 81 consecutive years. PACCAR achieved record revenue in 2019 of \$25.6 billion and net income of \$2.39 billion. PACCAR has paid a yearly dividend since 1941.PACCAR has an A+/A1 Credit Rating. The 2019 annual report is uploaded in supporting documents.	*
10	What is your US market share for the solutions that you are proposing?	Kenworth had US 2019 year end class 8 market share of 15.6%. Kenworth had US 2019 year end class 6 and 7 market share of 8.7%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2019 year end class 8 market share of 15.4%. Kenworth had Canada 2019 year end class 6 and 7 market share of 10.8%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
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>	B) Kenworth Truck Company is a truck manufacturer. The primary sales force is through our independently owned and contracted dealers located throughout the United States and Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 class. The Kenworth dealers will prepare the complete vehicle solutions for the members. In addition, Kenworth employs approximately 50 field sales personal located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
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.	All contracted dealers are required to have vehicle dealer licenses and other certifications as required by the applicable state and local laws.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>- 2019 Kenworth Recognized as Top Workplace for Women in Transportation</li> <li>- 2019 National Association of Manufacturers (NAM) Manufacturing Leadership Award to Kenworth Chillicothe Ohio Plant.</li> <li>- 2018 Paccar Ste. Therese Plant Receives Frost &amp; Sullivan Manufacturing Leadership Award.</li> <li>- 2018 Kenworth Renton Plant receives King County Environmental Honor</li> <li>- 2017 Kenworth Chillicothe Plant named Best Place to Work in Ross County</li> <li>- 2017 Kenworth Chillicothe Plant receives "Encouraging Environmental Excellence" Award from Ohio EPA</li> <li>- 2016 Kenworth Chillicothe Plant earns AEP Ohio Energy Efficiency Award</li> <li>- 2016 Gold Award from the King County Industrial Waste Program to our Chillicothe truck manufacturing facility.</li> <li>- 2015 Kenworth T880 Vocational Truck Named ATD Truck of the Year</li> <li>- 2015 Kenworth Renton Plant earns Best Workplace for Waste Prevention and Recycling Award</li> </ul> <p>A copy of press release for each award is also uploaded in the additional documents section.</p>
17	What percentage of your sales are to the governmental sector in the past three years	Approximately 5%
18	What percentage of your sales are to the education sector in the past three years	Less than 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?	2016 to 2020 Sourcewell contract for class 6,7 & 8 vehicles. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. For example: Florida Sheriffs Association annual contract award includes dealers Kenworth of Jacksonville, Kenworth of Central Florida, and Kenworth of South Florida.
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?	None. A GSA contract is held by a Kenworth dealer (Central Truck Center) with approximately 20 to 40 units sales per year.

**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 *
Cullman City	Wesley Moore	256-775-7110
City of Prattville	Dale Gandy	334-850-0726
Jefferson County	Mike McDermotte	205-325-5101

**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 *
Jefferson County	Government	Alabama - AL	Class 8 trucks	53 trucks	Approx. \$7 million
Dekalb County	Government	Georgia - GA	Class 8 trucks / many natural gas	41 trucks	Approx. \$8 million
State of TN	Government	Tennessee - TN	Class 7 trucks / dump w/plow	43 trucks	Approx. \$5 million
MN State Govt	Government	Minnesota - MN	Class 8 trucks	35 trucks	Approx. \$4 Million
Baldwin County	Government	Alabama - AL	Class 8 trucks	19 trucks	Approx. \$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.	Kenworth Dealer Sales Force - It's estimated that there are over 1500 trained and dedicated sales personnel at over 400 Kenworth dealer locations. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell members through the current contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in the specification development, truck equipment solicitation and coordination, quote development and order fulfillment of commercial trucks in all segments of the industry. Supporting the dealer sales personnel are 50 plus Kenworth Truck Company field personnel throughout U.S. and Canada.
24	Dealer network or other distribution methods.	Over 400 Kenworth dealer locations across U.S and Canada. A list of dealer location is uploaded to supporting documents.
25	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 400 plus Kenworth dealer locations. Each location includes a service and parts department to support members maintenance, repair and parts needs. In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet member's needs.
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.	<ul style="list-style-type: none"> <li>- Kenworth dealers have developed processes and procedures to respond to customer service needs for vehicle maintenance and repairs. Most dealers have target guidelines to assure the highest level of customer service.</li> <li>- Dealers are required to have trained technicians, extended hours of operation, create and use an express lane bay to rapid diagnostics in order to reach the goal of Premier Care Gold Certified Dealer.</li> <li>- Premier Care Gold Certified Dealer must meet certain criteria and standards to reach this status. Kenworth's PremierCare Gold Certified dealer network is committed to maximizing the productivity by offering expedited diagnostics, world-class service, mobile roadside assistance and a premium driver's lounge.</li> <li>* Expresslane - When the unexpected happens, PremierCare ExpressLane provides an expert diagnosis and estimate of the time and cost of repair — within two hours. Every Kenworth PremierCare Gold Certified dealership has dedicated ExpressLane technicians to support the two-hour diagnosis.</li> <li>* Factory-certified technicians with advanced engine training and immediate access to a vast inventory of quality parts to streamline service solution. Every PremierCare Gold certified location offers extended evening and weekend hours. TruckTech+ professionals can help diagnose issues leveraging Kenworth's TruckTech+ remote diagnostics system, before the truck arrives at the dealer.</li> <li>* Kenworth PremierCare Roadside Assistance is on call 24 hours a day, 365 days a year to connect you with the help you need anywhere in North America. 1-800-KW-ASSIST puts you in touch with a highly trained Kenworth truck specialist who can manage emergency service and unplanned repairs, schedule preventive maintenance and expedite parts ordering.</li> <li>- In the event of a breakdown on the road; PremierCare at 1-800-KW-ASSIST will identify the closest certified dealer, then contacts that dealer and arranges towing if needed and schedules the service into the shop, then tracks the repair to completion. This is a service to help manage the breakdown, warranty and/or payment if required.</li> <li>- We also have Truck Tech + which is our onboard/mobile diagnostics which allows the customer to see what is going on with their fleet health as well as locate the closest dealer. As this system progresses it will also alert customer which locations have the parts in stock and how quick the closest dealer will be able to get truck into shop.</li> <li>- KW Customer Satisfaction Process: KCSS is the program KW truck company uses to contact customers and rate their experiences with product and recent service visits. We are then notified and make contact with customer to resolve any outstanding issues. Many Kenworth dealers also have their own internal customer satisfaction standards and practices.</li> </ul>
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have been successfully providing a large quantity of commercial trucks to U.S. members through the current Sourcewell contract. The quote activity is strong and sales volume has increased year over year. This will continue to grow as we continue to aggressively support the member needs.
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have been delivering a small quantity of trucks to Canadian entities through the current Sourcewell contract. The quote activity is growing and sales growth anticipated. This will be supported with dealer training and specific topics addressing Canada separately.

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None	*
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?	None	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The Kenworth dealer will seek quotes for additional freight and other related services that are required for shipping to these destinations. No other requirements or restrictions would apply.	*

**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.	The primary method of promoting this contract will be through our dealers. We have a Sourcewell supporting program in place that all Kenworth dealers see on our main internal website. Nearly all of our dealers are already engaged with the Sourcewell contract and sales activity. They promote through personal contact with members, distribution of flyers, open house events, and use of other printed material (examples uploaded to supporting documents) - Many dealer participate in regional shows targeted to the government and municipal sector. We push and encourage dealer participation primarily due to the contract award and to develop promotional materials to display and hand out at the shows. - We issue a press release each year when pricing is updated on the contract and will continue to do so. (copy of a past press release uploaded) - Additional marketing materials continually developed. We promote the Sourcewell contract at trade shows that Kenworth Truck Company participates directly.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth website is the main site for reference to all models, information, and directory to all Kenworth dealers. Additionally, we promote through many social media platforms like Facebook, Twitter, and LinkedIn. Kenworth also utilized a YouTube page which has useful information on our models as well as customer testimonials. Kenworth has it's own phone App which allows anyone to access information about Kenworth models and dealer locations with their smartphone.	*
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?	Kenworth Truck Company, and all the Kenworth dealers are promoting the benefits to members cooperatively. Sourcewell's role is to help training the dealers about the benefits and continual development of how to approach, listen and respond to members needs. The benefits that members enjoy in using cooperative contracts mirror the benefits that Kenworth Truck Company and all Kenworth dealers enjoy as well. Every day a Kenworth dealer someplace in the United State and Canada is working with a member or potential member to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to member using the awarded contract. The process is similar to the normal sales process and is constantly being refined to provide members superior service and responsiveness.	*
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.	Given that one of our strengths is the ability to custom design and build the ideal long lasting high quality commercial truck, an e-procurement system isn't feasible.	*

**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.	Kenworth dealer salespeople provide truck chassis operator instructions to customers as needed upon delivery of the vehicle. In situations where a unique body is involved, typically the salesperson will bring along that specific vendor representative to provide operator instructions and answer any related questions. - Additional operator training and/or maintenance and repair training, usually conducted as a training event, are typically provided to a group of individual upon request and any costs associated with this type of training would be mutually agreed upon between the Kenworth dealer and member.	*

37	Describe any technological advances that your proposed products or services offer.	<p>Safety: Nearly all Kenworth models are available with Bendix roll stability control, Bendix collision mitigation systems (such as Wingman Fusion) and Meritor collision mitigation systems (such as On-Guard) that enhance driver safety. These systems offers active braking and collision avoidance through forward looking radar and windshield mounted camera with optional video recording. Side object detection is also optional.</p> <p>- Fuel Economy: Kenworth has improved powertrain fuel efficiency by utilizing automated transmissions that have shift points and neutral coast modes which are programmed to be optimized with our Paccar MX engine. Driver aids can also be optioned which help coach the driver to drive more efficiently. These features include driver performance assistant, driver shift aid, driver rewards, and progressive shifting. Multi Torque engines can also be optioned which reduces the amount of torque available to the driver until the vehicle is in the top 2 gears.</p> <p>- Other technological advances available on select models includes NavPlus HD, which features a true truck GPS navigation system, and TruckTech+. TruckTech+ is an innovative technology that helps diagnose and solve potential problems — before they impact the operation and assure maximum uptime. This includes potential over the air updates to MX engines. This technology is standard on Kenworth models with a PACCAR MX-13, MX-11, or Cummins X15 engine, the system delivers:</p> <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes are accompanied by a plain language explanation of the problem and a proposed course of action — immediately empowering the driver and/or fleet manager to make the right decision.</li> <li>• Proactive diagnostic and repair planning assistance with detailed analysis of critical fault codes — before the truck arrives at the shop.</li> </ul>
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>Kenworth now offers a medium duty electric vehicle in class 6 or class 7 weight range. We also offer a wide range of natural gas engines in vehicles class 6, 7 and 8. An all electric class 8 vehicle will be available added to this contract in 2021. A hydrogen fuel cell / electric vehicle class 8 vehicle will be available and added to this contract at a future date to be determined.</p> <p>Kenworth has been awarded three government grants that support low emissions projects involving Kenworth Day Cabs targeted for use as drayage tractors in Southern California ports. The first two projects are funded by the U.S. Department of Energy (DOE) Office of Energy Efficiency and Renewable Energy (EERE), with Southern California’s South Coast Air Quality Management District (SCAQMD) as the prime applicant. Kenworth has built near zero and zero emissions tractors to transport freight from the Ports to warehouses and railyards.</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>Kenworth was awarded Environmental Protection Agency’s Clean Air Excellence award in the past in recognition of its environmentally friendly products. We continually progress with advanced technologies that reduce green house gas emissions and offer truck models that include zero and near zero emissions.</p> <p>Although not required any longer, a number of Kenworth models are available as SmartWay Certified. The EPA SmartWay Transport Partnership is an innovative collaboration between the EPA and freight industry, designed to improve energy efficiency and reduce emissions.</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>There are two known WMBE Kenworth dealers: Kenworth of Louisiana (Jodie Teuton) and Rihm Kenworth (Kari Rihm). Additionally, Kenworth Truck Company was recognized in 2019 as a top workplace for women in transportation. Copy of press release uploaded to documents section.</p>
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Kenworth designs and build superior quality, highly customized commercial vehicles from class 5 through 8. Our focus is on high quality, long lasting, extremely durable, and customizable cab and chassis to be matched with truck related equipment. For example, we offer customer frame layouts that allow a member or truck equipment manufacturer to determine where they want frame mounted equipment to match a specific body exactly. We also offer commercial trucks to help meet sustainability goals. This includes trucks with: natural gas engines, fully electric medium duty and heavy duty drivetrains, and future units with hydrogen fuel cell technology.</p>



**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?	Regarding all Kenworth products, that depends on the specific model and components selected. Some components are covered by their respective manufacturer. For example, Cummins Engines are covered under a Cummins warranty. Cummins warranty service is available at Kenworth dealers and claims passed through to Cummins directly. Another example is with Allison transmissions. These transmission are warranted by Allison, and unless the Kenworth dealer is an authorized Allison warranty location, the Kenworth dealer would normally arrange for the transport and coordination of the repair with the local Allison authorized repair center. Add on bodies or other truck related equipment are covered by those respective suppliers. The selling dealer usually work cooperatively with the supplier to manage the warranty repair with the appropriate sub-contractor. Parts and labor is included in all the standard warranties with Kenworth. Cummins, Allison, TEM equipment, other components and add on devices typically cover parts and labor as well, but are specific to those items. The Kenworth base chassis and various engine warranties are uploaded in the documents section.
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Each breakdown situation is unique. Kenworth dealers are trained to make judgment decisions necessary to determine the optimum method to resolve a warrantable breakdown. If the breakdown is within the first 6 months or 100,000 miles, and if the dealer has the resources and capability and determines that a technician road call is the best alternative; the dealer is reimbursed for such calls under a Kenworth warrantable repair.
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?	Kenworth authorized dealers are located in all U.S. states and throughout Canada. A list of the 400 plus locations is uploaded to the documents section. Locations can also be found via the dealer locator at <a href="http://www.kenworth.com">www.kenworth.com</a> . Kenworth warrantable repairs must be performed by an authorized Kenworth dealer location. Note that certain component warrantable repairs may be performed by any authorized location of that specific component make.
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?	Components added during primary chassis assembly at the Kenworth factory will pass through Kenworth Truck Company if the warrantable repair is performed at an authorized Kenworth dealer. Claims pass through Kenworth to the original manufacturer. Bodies and other related add on equipment are warrantable by those specific equipment manufacturers or service providers. In many situations, if the Kenworth dealer is capable of providing the warrantable repair needed on a body or other truck related equipment, the truck equipment manufacturers will allow the Kenworth dealer to make the repair on their behalf.
47	What are your proposed exchange and return programs and policies?	No exchange or return program exists since each truck is custom made to the specifications needed by the member. However, any exceptions would be at the discretion of the selling Kenworth dealer.
48	Describe any service contract options for the items included in your proposal.	Service contract options are available separately through the local Kenworth dealer. Add on contract options would be priced the same as extended warranties (Dealer sales department cost plus no more then 5% markup). They can be offered and included in the truck offer when quoted or added on after delivery within 12 months.  This includes offers from Paccar Leasing Company, a Division of PACCAR Inc., that offers full maintenance lease, rental units, contract maintenance and other fleet services that may be included during the complete vehicle solution to meet the members needs. Many Kenworth dealers are engaged in this type of business and can offer these services to members.

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

Line Item	Question	Response *
-----------	----------	------------

49	What are your payment terms (e.g., net 10, net 30)?	Payment is net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. Or, as mutually agreed upon between the Kenworth dealer and member as appropriate since most units will then have a body installed and each offer is unique to meet the member's needs.	*
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?	Yes, Kenworth dealers will work with Paccar Financial or other financial institutions as needed to meet member's needs.	*
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>All vehicle offers and orders will be through a Kenworth authorized dealer. No orders can or will be accepted by Kenworth Truck Company directly. The anticipated process would be as follows:</p> <ol style="list-style-type: none"> <li>1. Member and the local Kenworth dealer seek each other out to resolve a specific member commercial vehicle need.</li> <li>2. Dealer Salesperson determines specific commercial vehicle needs through questioning. This includes the intended purpose, vehicle capacity required, the geographic environment, the specific body characteristics and functions required, and any other relevant information needed to prepare a comprehensive vehicle solutions offer.</li> <li>3. Dealer Salesperson determines truck model and generates compatible specifications that meet the members need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the member discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory assembly plant.</li> <li>4. If applicable, dealer salesperson will seek competitive quotes for any required body, special services (i.e. body swap or other vehicle modification), truck related equipment, special transport requirements, special storage requirements, or any other item or service needed to meet the members need and offer and complete solution.</li> <li>5. Dealer Salesperson calculates chassis pricing using the appropriate member discount factor by Kenworth model and any surcharge applicable based on minimum list thresholds, plus any body, equipment, extended warranty, etc. markup no more than dealer sales department cost plus 5%, plus any national, state or locally required taxes, fees, tag, title, etc. Salesperson presents a comprehensive commercial vehicle offer with proposed terms and conditions to member.</li> <li>6. Member and dealer salesperson/dealer management mutually agree on all aspects of the proposed offer including final specification of the truck chassis, body specifications and other goods, total sales price, final terms and conditions and any tag, title, tax or other government mandated fees that are required. Dealership presents member with truck order documents.</li> <li>7. Member issues and offers formal purchase and/or signing of dealer truck order to dealer salesperson and management.</li> <li>8. Dealer accepts members order.</li> <li>9. Dealer salesperson orders chassis with tracking code, orders all bodies and equipment and coordinates all activities through final delivery to fulfill the member order.</li> <li>10. Upon delivery, member acceptance and member payment; dealer will register delivery of the vehicle in the Kenworth system. At the end of each calendar quarter, Kenworth sales administration will generate a list of all vehicles sold and delivered in the quarter and remit total fee. The report form will include: Member name, address, and member number. Model name, Kenworth unit number (last 6 of the VIN), and the total gross dollar sale amount.</li> <li>11. Kenworth Truck Company will follow up with a standard customer survey to assure members total satisfaction. Any response deemed unacceptable will be forwarded to the Kenworth dealer for follow-up with the member for rectification.</li> <li>12. Periodic and random audits will be conducted as deemed necessary to assure compliance with the member pricing, terms, and reporting requirements.</li> </ol>	*
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?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

**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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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>Pricing is based on the Kenworth truck model, custom list price generated, less the member discount, plus any surcharge for the specific model depending on final list amount compared to minimums listed in the pricing matrix.</p> <p>Truck Chassis Pricing: The member price for a custom spec'd Kenworth chassis is the total list price, also known as the Total Adjusted Price in the PremierSpec report, less the member discount (member discount matrix uploaded to documents) plus any surcharges based on minimum list prices for the specific applicable Kenworth Model. This calculated member price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S., or Canada for Canadian members.</p> <p>See the uploaded member discount matrix schedule with the specific discounts by Kenworth truck model, minimum list requirements, instructions and a pricing example that includes a sourced body.</p> <p>Member price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, special subscriptions (online technical information access for example), special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the member chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any mutually agreed upon storage costs for long lead time body installations or services.</p> <p>Member prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer sales department cost plus no more than 5%.</p> <p>Extended Warranties: All extended warranties offered by the Kenworth dealer for any manufacturer or item will be priced at dealer sales department cost plus no more than 5%.</p> <p>Additional pricing detail: Kenworth Truck Company builds custom truck cab and chassis and each unit, or order of multiple identical units, is unique. Kenworth dealers use the Kenworth PremierSpec sales tool to generate a buildable unit that meets an end user's specific need. The sales tool will generate a report with the base list price plus all the required options list price and calculate a total list price, shown in the report as Total Adjusted Price (w/o freight &amp; warranty &amp; surcharges). This is the total list price that the applicable model discount is applied. It is important to note that all Kenworth models base chassis list price is just a starting point and typically cannot be ordered and built without adding additional chassis options required to create a compatible and buildable unit.</p>
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The discounts provided in this response range approximately from 12.6% to 49.3% depending on specific model. See the included member discount matrix schedule off list price. Note that each unit is custom designed and list price very depending on final specifications to meet member needs. .
55	Describe any quantity or volume discounts or rebate programs that you offer.	The discounts included in this offer includes discounts that take into account the total potential volume of all member purchases combined.

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>All sourced goods and services will be priced at the Kenworth dealer sales department cost plus no more than 5%.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the members need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage costs may also be quoted, if needed and agreed upon between member and dealer, to store a chassis waiting for a long lead time body or service installation. An example of some of the common sourced bodies are dumps, mixers, vans, flatbeds, cranes, booms, conveyors, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, and knuckleboom. An example of common add on truck equipment is fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska</p> <p>Extended warranties for base chassis, engines, transmissions, bodies or any other truck related option or combination will be offered through Kenworth dealers at dealer sales department cost plus no more than 5%.</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.	All federal, state, or local taxes, fees, tag, title, permit, or other miscellaneous requirements are not included. These costs will be determined by the Kenworth dealer as required with each unique state and member offering.	*
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.	Member chassis pricing (total list price less member discount by model) includes transportation from the Kenworth factory assembly plant to the first specified delivery location in the continental United States, or Canada for Canadian members. This does not include additional transport required to deliver to Alaska, Hawaii or other U.S. territories. Additional transportation services, such as transport from a body company to dealership and then to members location, will be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Member chassis pricing includes transportation from the assembly plant to the first specified delivery location. This could include a port in the continental United States, or Canada for Canadian members. Additional ocean, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off shore would be priced at the Kenworth dealer sales department cost plus no more than 5%.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a member were to require expedited shipping from the Kenworth factory assembly plant in a manner that is not customary, an additional amount above and beyond the included transportation from assembly plant would be quoted and priced at the Kenworth dealer sales department cost plus no more than 5%. Example: single drive or trailer transported delivery in lieu of 3 or 4 way combination to expedite delivery time.	*

**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.	

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	A Kenworth dealer sales program is published supporting the Sourcewell contract. This is posted on an internal website that outlines the procedures, process, and compliance requirements. This will include the mandatory Sourcewell tracking code the dealer must add to allow a new order to qualify. Kenworth administration will generate a list of all units delivered to members and warranty registered in the Kenworth system quarterly. The report is generated by matching the tracking code against all Kenworth registered units in the quarter. A resulting report will display the chassis vehicle number (last 6 of the VIN), selling dealer name, and purchasing member name, etc. This will then allow Kenworth administration to determine the total fee to remit. Periodic and random audits will be conducted with dealers and documents reviewed to assure compliance with the Sourcewell contract. This includes pricing calculations and general terms per the contract and supporting Kenworth program.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee to Sourcewell is \$750 per unit.

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>All products and services offered in this proposal are in cooperation and through our authorized and contracted Kenworth dealer network. No products or services are offered for purchase directly from Kenworth Truck Company.</p> <p>The products include the entire Kenworth brand truck product line of class 5, 6, 7, and 8 vehicles with gross vehicle weight ratings from 16,000 lbs. to 80,000 lbs. or more. The base models are: T170, T270, T370, K270, K370, T440, T470, T680, T800, T880, W900, W990 and C500. New / future models will be added as they become available. This includes all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are to be included in the contract. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will solicit offers from TEM's or other entities for the necessary equipment or services required to meet the needs of the specific member. This includes, but is not limited to, truck bodies and related equipment such as trailers, dumps, mixers, vans, flatbeds, cranes, booms, conveyor, bulkhead, crewcab, sleeper, extension, service bodies, sweepers, scissor, refuse, maintenance, reefers, auto carrier, wrecker, logger, pump, tank, drilling, fire service, oil service, beverage, pot hole patcher, utility, block, pumper, rescue, ambulance, transport, vacuum, repair, fork lift, derrick, bulk, hopper, asphalt, bucket, lift, marine, slinger, hook, roll-on/off, roll-back, fairings, tractor, pintle hook, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, etc. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the unique need with each members solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, transmissions, bodies or any other truck related optional extended warranties are offered through Kenworth dealers. Kenworth Truck dealers will work directly with members to develop a complete vehicle offering that meets the members specific needs (vehicle solution). Kenworth dealers will develop the final chassis specifications with a mix of the available published and unpublished sales codes that meet the members custom vehicle needs. Kenworth dealers and member will mutually agree upon the final delivery and payment terms depending on the scope of the complete vehicle solution.</p> <p>All quotes, offers, final agreed upon terms and conditions, sale, delivery and after sales services will be agreed upon between Kenworth dealers and members. All U.S. and Canadian Kenworth dealers are engaged and encouraged to grow relationships and sales with members to meet each members unique and specific commercial vehicle transportation need.</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Repair parts and/or repair services - Repair and maintenance parts and/or repair and maintenance service are needed by members for both Kenworth and other branded commercial trucks already in service with the members. A solution within the Sourcewell contract has been requested by members. It is out intent is to engage Kenworth dealers to enter into participating addendum contracts with member that would include discounted and predetermined parts pricing and/or maintenance and repair service pricing. These participating addendum contracts would be specific for the local market and in support and within the scope of this Sourcewell contract.</p> <p>Traditional finance or lease products including municipal lease options. Kenworth dealers will solicit offers from sub-contractors, such as, but not limited to, Paccar Financial to meet the specific member's needs.</p> <p>Full Maintenance Lease options through PACCAR Leasing and dealer leasing divisions is also available. This includes vehicle rentals, lease with all maintenance included or maintenance only options.</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	Kenworth offers many class 8 highly customizable models and has plans to offer a class 8 fully electric model in 2021.	*
67	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 7 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth offers three class 6 highly customizable models in both conventional and cabover configuration including a fully electric model.	*
69	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Kenworth currently offers 1 class 5 model. But additional model may be added.	*
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Kenworth currently does not offer a class 4 vehicle, but may do so and add to the contract any future models that fit this weight class.	*

**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.	Most of the metrics to determine success are already in place with the current contract Kenworth enjoys. This includes quote activity by quarter, units ordered quarterly, total units ordered year to date, total units ordered inception to date, units delivered each quarter, quarter vs quarter deliveries and overall growth, and Kenworth delivery performance percentage compared to other contracted OEMs by state and overall.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Kenworth currently offer a class 6 and class 7 fully electric commercial truck. A class 8 fully electric commercial truck is planned for introduction in 2021. Supporting these electric truck offering, Kenworth plans to offer infrastructure analysis in cooperation with contracted partners and offer special pricing on electric charging systems. These systems and analysis can be quoted by the Kenworth dealer per the contract pricing matrix in cooperation and a Kenworth truck quote. Additionally, a full range of class 7 and 8 natural gas vehicles are offered. A class 6 natural gas offering is planned for 2021 and will be added to this contract.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	<p>Kenworth chassis are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" in order to accommodate each application. Kenworth also offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service.</p> <p>Kenworth uses high strength aluminum cabs and overall high quality materials and components. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Because Kenworth was founded by building rugged vocational trucks, our cabs need to be able to withstand logging roads and other severe duty off road applications. Kenworth offers a wide array of safety related options including automatic traction control, roll stability, collision avoidance systems such as Bendix Wingman Advanced and Bendix Fusion that includes collision avoidance and lane departure, side object detection systems, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.</p>
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Truck Tech Plus is now available on nearly all Kenworth models with Paccar or Cummins engines. This technology allows fleet operators as well as the internal Kenworth team to monitor the truck's status and overall health while on the road. Not only is Truck Tech Plus a remote diagnostics system, it also provides insights as to what is actually triggering the fault rather than just displaying error codes. Once a fault is detected, the severity is determined and the driver can be advised to immediately find the next dealership or whether the fault can be addressed at the next scheduled service in order to maximize the amount of uptime. Over the air remote engine updates are also available on select engines and configurations.



## 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 financial report.pdf - Thursday May 28, 2020 16:29:19
  - [Marketing Plan/Samples](#) - Marketing support docs.zip - Thursday May 28, 2020 16:45:51
  - [WMBE/MBE/SBE or Related Certificates](#) - Women in Trucking Award.docx - Thursday May 28, 2020 16:29:38
  - [Warranty Information](#) - Kenworth Warranty Documents.zip - Thursday May 28, 2020 16:29:57
  - [Pricing](#) - Member Pricing Matrix for Kenworth Trucks.pdf - Thursday June 04, 2020 12:28:28
  - [Additional Document](#) - Kenworth Additional Supporting Docs.zip - Tuesday June 09, 2020 12:15:59

## 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. - Mike Kleespies, Director, Medium Duty Sales, Kenworth Truck Company, division of PACCAR Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the 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"/>	--