

SUPPLEMENTAL TERMS & CONDITIONS

Gordon Truck Centers, Inc., dba Freightliner Northwest

Master Contract No. 14022

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature ("effective date"). The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and Gordon Truck Centers, Inc., a Washington Corporation, dba Freightliner Northwest a Washington Corporation ("Contractor") utilizing a cooperative purchase contract through the Washington State Department of Enterprise Services (DES). By execution of this Agreement, the City avails itself of the terms and conditions in the Master Contract No. 14022 between Gordon Truck Centers, Inc., dba Freightliner Northwest and DES.

The City seeks to acquire two (2) 2025 Freightliner MT55D Step Vans for the not-to-exceed contract amount of Seven Hundred Fifty-Six Eight Hundred Seventy Two and 73/100 Dollars (\$756,872.73) and the City agrees to engage the Contractor to provide the above referenced Step Vans to the City.

Now, therefore, the Parties agree as follows:

- I. Contractor shall provide all work described in this Agreement; this Agreement consists of these terms and conditions and attached exhibits, each of which are a part of this agreement:

Exhibit A - Statement of Compliance with Nondiscrimination Requirement

Exhibit B - Equal Benefits Compliance Declaration

Exhibit C – DES Statewide Contract No. 14022 GTC and Freightliner Northwest

Exhibit D – DES Contract No. 14022 Pricing Discount Category 1

Exhibit E – Freightliner Northwest Quote

Exhibit F – Freightliner Custom Chassis Specifications

Exhibit G – City of Olympia DES Contract Usage Agreement No. 2024CUA278

- II. The supplemental terms and conditions, amend and supplement the DES Master Contract No. 14022 with Gordon Truck Centers, Inc. dba Freightliner Northwest (Exhibit C) and take precedence over any conflicting provisions of the Master Agreement.

1. CONTRACT MANAGERS

The Parties agree that all formal communications about this Agreement, contract deliverables, accomplishments, regulatory oversight, invoicing and requests for amendment must be coordinated directly between the Contractor and City's Contract Manager unless otherwise approved in writing by the City. The contract managers are identified as follows:

Gordon Truck Centers, Inc., dba Freightliner Northwest

Nick Krallis
Vocational Sale Representative
13232 Case Road SW
Olympia, WA 98512
Nick.krallis@freightlinernw.com
360.529.7408

City of Olympia

Jaime Mastache
Fleet Operations Supervisor
PO Box 1967
Olympia WA 98507
Jmastach@ci.olympia.wa.us
360.709.2782

2. RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT

A. Retention of Records. The Contractor and its subcontractors shall maintain books, records, and documents of its performance under this Agreement in accordance with generally accepted accounting principles. The Contractor shall retain for seven (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, or federal agencies or officials at all reasonable times in order to monitor and evaluate the Work/Product provided under this Agreement. The City shall give reasonable notice to the Contractor of the date on which the audit begins.

3. AUDIT EXCEPTION

The Contractor is financially responsible for and shall repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

4. PUBLIC RECORDS REQUESTS

This Agreement is a public record and will be available for inspection and copying by the public in accordance with the Public Records Act, chapter 42.56 RCW (the "Act").

If the Contractor considers any portion of any record provided to the City under this Agreement, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET." If a request is made for disclosure of a record so identified, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and

allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action or fails to provide the City with a court order enjoining release of records by the end of the 10 business days, the City will release the record(s) deemed by the City to be subject to release. The City is not liable to the Contractor for inadvertently releasing records pursuant to a public records request when records are not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

A record owned, used, or retained by the City is a "public record" pursuant to RCW 42.56.010 and is subject to disclosure upon request under Washington's Public Records Act, even if such record is in Contractor's sole possession. Should the City request, in writing, that the Contractor provide the City with a record that the City, in its sole discretion, deems to be a public record, so that it may be produced in response to a public records request, and should Contractor fail to provide such record to the City within 10 days of the City's request for such record, Contractors shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and reasonable attorney's fees, against the City involving such withheld record.

5. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, Contractor and Contractor's employees, agents, subcontractors, and representatives shall not unlawfully discriminate against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability, including sensory, mental, or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

This requirement applies, but is not limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding nondiscrimination. Any material violation of this provision is grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination provision, this Agreement may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further agreements or contracts with the City. The Contractor, will, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor shall complete and return the Statement of Compliance with Nondiscrimination attached as Exhibit A. If the contract amount is \$50,000 or more, the Contractor shall execute and is bound by the attached Equal Benefits Declaration - Exhibit B.

6. INDEMNIFICATION/INSURANCE REQUIREMENTS

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability under this Agreement is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided in this section constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section survive the expiration or termination of this Agreement.

B. Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work under this Agreement by the Contractor, its agents, representatives, or employees.

C. No Limitation. Contractor's maintenance of insurance as required by the Agreement does not limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

D. Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage must be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage.

2. Commercial General Liability insurance must be at least as broad as ISO occurrence form CG 00 01 and must cover liability arising from premises, operations, independent contractors, stop gap liability, personal injury, and advertising injury. The City must be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance must be written with limits no less than \$2,000,000 each occurrence, \$4,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

F. Other Insurance Provisions. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they must be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City must be excess of the Contractor's insurance and does not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. All certificates of Insurance and any related insurance documents must be delivered to the City of Olympia by U.S. mail, postage prepaid, or sent via email, and must be sent to the address or email address set forth below or to such other address or email address as the City may specify in writing:

US Mail: City of Olympia
Attn: Heather Reed
PO Box 1967
Olympia, WA 98507-1967
hreed@ci.olympia.wa.us

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City will be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Agreement or any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

7. SUBCONTRACTORS

The Contractor shall include all subcontractors as insureds under its policies, and upon request from the City, shall furnish separate certificates of insurance and policy endorsements, meeting the above insurance requirements, for its subcontractor(s). Contractor is responsible for subcontractors' compliance with the above insurance requirements.

8. TERMINATION FOR NON-APPROPRIATION

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City is not obligated to continue the Agreement after the end of the current fiscal period, and this Agreement will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

9. GENERAL PROVISIONS.

A. Entire Agreement. This Supplemental Agreement, and its exhibits, contains the entire agreement of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements are effective for any purpose.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal in no way affects or invalidates any other provision of this Agreement and such other provisions remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith is inoperative and null and void insofar as it may be in conflict therewith, and is modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City has the right to transfer or assign, in whole or in part, any or all of its obligations and rights under this Agreement without the prior written consent of the other Party.

1. If the Contractor desires to assign this Agreement or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder is subject to each provision of this Agreement.

3. Any technical/professional service subcontract not listed in this Agreement, which is to be charged to this Agreement, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties inure to the benefit of and be binding upon their respective successors in interest, heirs, and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party is entitled to its reasonable attorneys' fees, costs, and expenses to be paid by the other Party.

G. No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence does not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

H. Governing Law. This Agreement is governed by and must be interpreted in accordance with the laws of the State of Washington.

I. Authority. Each individual executing this Agreement on behalf of the City and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three (3) days after the date of mailing.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and do not modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but are cumulative with all other remedies available to the City at law, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The Parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity may be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. Any and all lawsuits or other legal actions whatsoever with regard to this Agreement must be brought and maintained only in Thurston County, Washington, state Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____
Steven J. Burney
City Manager
City of Olympia
PO Box 1967
Olympia WA 98507-1967
Date of Signature: _____

APPROVED AS TO FORM:



Senior Deputy City Attorney

I certify that I am authorized to execute this Agreement on behalf of the Contractor.

GORDON TRUCK CENTERS, INC. dba FREIGHTLINER NORTHWEST

By: _____
Nick Krallis
Vocational Sale Representative
13232 Case Road SW
Olympia, WA 98512
Nick.krallis@freightlinernw.com
360.529.7408
Date of Signature: _____

Exhibit "A"

STATEMENT OF COMPLIANCE WITH NONDISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Nondiscrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's nondiscrimination policy. Accordingly, each City agreement or contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Unlawful discrimination includes transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.

Listed below are methods to ensure that this policy is communicated to your employees, if applicable.

- Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
- Nondiscrimination provisions are posted on applications for service.
- Nondiscrimination provisions are posted on the agency's web site.
- Nondiscrimination provisions are included in human resource materials provided to job applicants and new employees.
- Nondiscrimination provisions are shared during meetings.

Failure to implement at least two of the measures specified above or to comply with the City of Olympia's nondiscrimination ordinance constitutes a breach of contract.

By signing this statement, I acknowledge compliance with the City of Olympia's nondiscrimination ordinance by the use of at least two of the measures specified above.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

Exhibit "B"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors or consultants on City agreements or contracts estimated to cost \$50,000 or more shall comply with Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors or consultants provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors or consultants must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Consultant listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Consultant.

Contractor Name

Signature

Name (please print)

Date

Title



STATEWIDE CONTRACT

No. 14022

WALK-IN STEP VANS

CATEGORY: 1- INTERNAL COMBUSTION ENGINE

CLASS: 4,5 AND 6

CATEGORY:2- ELECTRIC VEHICLE

CLASS: 6

For Use by Eligible Purchasers

By and Between

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

and

Gordon Truck Centers, Inc. dba Freightliner Northwest

Date: October 2,2023

STATEWIDE CONTRACT

No. 14022

WALK-IN STEP VANS

This Washington Statewide Contract ("Contract") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Gordon Truck Centers, Inc dba Freightliner Northwest, a Washington Corporation ("Contractor") and is dated and effective as of October 2, 2023.

RECITALS

- A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish enterprise procurement solutions, including statewide contracts for goods and/or services to support Washington state agencies. See RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. See RCW 39.26.050(1) & (2).
- B. Washington state agencies and other eligible purchasers have operational needs for various types of commercial vehicles constructed with a cargo area and a cab, typically in which the cab offers direct access to the cargo space making it easy for delivery drivers to grab goods quickly from the back of the vehicle without leaving the vehicle ("Walk-In Step Vans"). Accordingly, to provide a cost-effective and efficient competitive procurement solution for Washington state agencies and other eligible purchasers to purchase desired Walk-in Step Vans, Enterprise Services, on behalf of the State of Washington, as part of a competitive governmental procurement, issued Competitive Solicitation No. 14022-2 dated August 31, 2022. The Competitive Solicitation was structured to meet purchaser needs and included the opportunity to compete for Contracts, by category, subcategory, and class of Walk-in Step Vans.
- C. Enterprise Services evaluated all responses to the Competitive Solicitation and identified Contractor as an apparent successful bidder for the above-referenced Walk-In Step Vans (i.e., category(ies), subcategory(ies) and class(es)).
- D. Enterprise Services has determined that entering into this Contract will meet the identified needs and be in the best interest of the State of Washington.
- E. The purpose of this Contract is to enable eligible purchasers to purchase Walk-In Step Vans as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. **TERM.** The initial term of this Statewide Contract commences October 2, 2023, and ends October 1, 2026; *Provided*, however, that if Contractor is not in default, Enterprise Services may extend the term

of this Statewide Contract, by written amendment, up to October 1, 2029. Such extension amendment shall be on the same terms and conditions as set forth in this Statewide Contract. To earn the Statewide Contract term extension, Contractor must achieve the following performance-based metrics:

PERFORMANCE METRIC	PERFORMANCE REQUIREMENT FOR CONTRACT EXTENSION
Performance and Delivery Requirements:	Contractor must: <ul style="list-style-type: none"> ▪ Maintain 90% on-time delivery of ordered vehicles as listed in Section 8.3 (a). ▪ Maintain 95% compliance with all other delivery requirements listed in Section 8.3.
Technical Specifications:	Delivered goods must match defined technical specifications for the duration of this Contract as stipulated in the <i>Exhibit B - Technical Specifications</i> .
Return Warranty:	Contractor must comply with return warranty requirements as set forth in § 5.2. of this Contract
Insurance Endorsements:	Timely provide to Enterprise Services at the designated address, without exception, annual insurance endorsements for the insurance coverages required by this Contract. See <i>Exhibit C – Insurance Requirements</i> at § 4.
Vendor Management Fee:	Timely remit to Enterprise Service, with no less than a 75% on time rate, the applicable Vendor Management Fee (VMF). <i>Note:</i> Contractor must pay the VMF within thirty (30) calendar days of invoice from Enterprise Services. If Contractor is delinquent in timely paying the VMF for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.
Contract Sales Reports:	Timely provide to Enterprise Services, with no less than a 75% on time rate, the required Contract quarterly sales reports. <i>Note:</i> Contractor must provide the quarterly sales reports to Enterprise Services within thirty (30) calendar days of the quarter's end. If Contractor is delinquent in providing the quarterly sales reports for three (3) or more quarters within the first nine (9) quarters of the Contract term, Contractor will not be eligible for a performance-based extension.

2. ELIGIBLE PURCHASERS. This Statewide Contract may be utilized by any of the following types of entities (each an eligible "Purchaser"):

- 2.1. WASHINGTON STATE AGENCIES. All Washington state agencies, departments, offices, divisions, boards, and commissions.
- 2.2. WASHINGTON STATE INSTITUTIONS OF HIGHER EDUCATION (COLLEGES). Any the following institutions of higher education in Washington:

- State universities – i.e., University of Washington & Washington State University.
 - Regional universities – i.e., Central Washington University, Eastern Washington University, & Western Washington University
 - Evergreen State College.
 - Community colleges; and
 - Technical colleges.
- 2.3. STATEWIDE CONTRACT USAGE AGREEMENT PARTIES. Any of the following types of entities that have executed a Contract Usage Agreement with Enterprise Services:
- Political subdivisions (e.g., counties, cities, school districts, public utility districts) in the State of Washington.
 - Federal governmental agencies or entities.
 - Public-benefit nonprofit corporations (i.e., § 501(c)(3) nonprofit corporations that receive federal, state, or local funding); and
 - Federally recognized Indian Tribes located in the State of Washington.
- 2.4. ORCPP MEMBERS. Oregon Cooperative Purchasing Program (ORCPP) Members, which include the following Oregon entities:
- Cities, counties, school districts, and special districts.
 - Qualified rehabilitation facilities and residential programs in contract with the Oregon Department of Human Services.
 - Quasi-state agencies and independent state agencies with their own procurement authority.
 - Public bodies created as governmental entities but not considered a unit of local or municipal government.
 - Oregon constitutional offices.
 - Specified Public Benefit Nonprofit Corporations; and
 - American Indian tribes or agencies.

ORCPP Members do not include Oregon state agencies subject to the Oregon Department of Administrative Services' procurement authority.

3. SCOPE – INCLUDED GOODS/SERVICES AND PRICE.

- 3.1. STATEWIDE CONTRACT SCOPE. Pursuant to this Statewide Contract, Contractor is authorized to sell and provide only those Goods and/or Services set forth in *Exhibit A – Included Goods* for the prices set forth in *Exhibit B – Prices*. Contractor shall not represent to any Purchaser under this Contract that Contractor has contractual authority to sell or provide any Goods beyond those set forth in *Exhibit A – Included Goods*.
- (a) Goods. For purposes of this Contract, "Goods" means all equipment, materials, supplies, ancillary parts, accessories, components, and other items purchased by Purchaser pursuant to this Contract, Exhibit A and as identified in the Purchase Order.

- (b) Specifications. Where applicable, specifications for Goods and/or Services are detailed in this Contract *Exhibit A – Included Goods* and the Purchase Order. Unless otherwise specified in the Purchase Order, all Goods and/or Services provided shall be new and unused.
- (c) Walk-In Step Vans Model Years. For purposes of this Statewide Contract, for the awarded class/subcategory/category, “Goods” and “Walk-In Step Vans” include all vehicle model years during the Contract term; *Provided*, however, that, to add and include new model year Walk-In Step Vans to the Contract, Contractor request, in writing, to the Enterprise Services contract administrator to do so. All model years updates must be approved by Enterprise Services. Vehicle options shall be added or deleted as available from the manufacturer. This information shall be made available on Enterprise Services’ statewide Contract Automobile Request System (CARS).

3.2. STATE’S ABILITY TO MODIFY SCOPE OF STATEWIDE CONTRACT. Subject to mutual agreement between the parties, Enterprise Services reserves the right to modify the Goods and/or Services included in this Contract; *Provided*, however, that any such modification shall be effective only upon thirty (30) calendar days advance written notice; and *Provided further*, that any such modification must be within the scope of the Competitive Solicitation for this Contract.

3.3. ECONOMIC PRICE ADJUSTMENT. The Statewide Contract prices are the maximum prices the Contractor may charge. Pricing shall remain firm and fixed for six (6) months from the Contract’s effective date. Pricing is list price at the time of order. Beginning six (6) months after the effective date of this Statewide Contractor and quarterly thereafter, Contractor may request a quarterly price adjustment by written notice to the Contract Administrator. Contractor shall not change the percent discount for the duration of this contract. Consideration of price adjustments will be at the sole discretion of the Contract Administrator. A letter from the manufacturer must be sent to the Contract Administrator for approval thirty (30) days prior to the requested date of the changes taking effect. If a price increase is approved in part or in full, the resulting new Contract pricing will be implemented through a Contract Amendment. Contractor may not make Contract extensions contingent on price adjustments.

3.4. PRICE CEILING. Although Contractor may offer lower prices to Purchasers, during the term of this Contract, Contractor guarantees to provide the Goods/Services at no greater than the prices set forth in ***Exhibit B – Prices for Goods*** (subject to economic adjustment as set forth herein).

3.5. STATEWIDE CONTRACT INFORMATION. Enterprise Services shall maintain and provide to eligible Purchasers information regarding this Contract, including scope, pricing, and lowest responsive, responsible bidder designation. In addition, Enterprise Services identifies awarded contractors who qualify as Washington Small Businesses, Certified Veteran-Owned Businesses, or that, pursuant to the Contract provide Goods/Services that meet specified state procurement priorities as set forth in the Competitive Solicitation.

4. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** Contractor makes each of the following representations and warranties as of the effective date of this Contract and at the time any order is placed pursuant to this Contract. If, at the time of any such order, Contractor cannot make such representations and warranties, Contractor shall not process any orders and shall, within three (3) business days notify Enterprise Services, in writing, of such breach.

- 4.1. QUALIFIED TO DO BUSINESS. Contractor represents and warrants that Contractor is (a) in good standing; (b) qualified to do business in the State of Washington; and (c) registered with the Washington State Department of Revenue and the Washington Secretary of State.
- 4.2. TAXES. Contractor represents and warrants that Contractor is current, in full compliance, and has paid all applicable taxes owed to the State of Washington.
- 4.3. LICENSES; CERTIFICATIONS; AUTHORIZATIONS; & APPROVALS. Contractor represents and warrants that Contractor possesses and shall keep current during the term of this Contract all required licenses, certifications, permits, authorizations, and approvals necessary for Contractor's proper performance of this Contract.
- 4.4. SUSPENSION & DEBARMENT. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that neither Contractor nor its principals or affiliates presently are nor have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any governmental contract by any governmental department or agency within the United States.
- 4.5. WAGE VIOLATIONS. Contractor represents and warrants as previously certified in Contractor's Bidder's Certification, that during the term of this Contract and the three (3) year period immediately preceding the award of the Contract, Contractor has not been determined, by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction, to be in willful violation of any provision of Washington state wage laws set forth in RCW 49.46, 49.48, or 49.52.
- 4.6. CIVIL RIGHTS. Contractor represents and warrants that Contractor complies with all applicable requirements regarding civil rights. Such requirements prohibit discrimination against individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 4.7. EXECUTIVE ORDER 18-03 – WORKERS' RIGHTS. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor does NOT require its employees, as a condition of employment, to sign or agree to mandatory individual arbitration clauses or class or collective action waivers. Contractor further represents and warrants that, during the term of this Contract, Contractor shall not, as a condition of employment, require its employees to sign or agree to mandatory individual arbitration clauses or class or collective action waivers.
- 4.8. VEHICLE RESELLER BUSINESS LICENSE FOR STATE OF WASHINGTON. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is licensed to sell vehicles in the state of Washington. Contractor shall maintain this license for the duration of the Statewide Contract.
- 4.9. VEHICLE RESELLER BUSINESS LICENSE FOR STATE OF OREGON. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is licensed to sell vehicles in the state of Oregon. Contractor shall maintain this license for the duration of the Statewide Contract.
- 4.10. AUTHORIZED DEALER/DISTRIBUTOR/SERVICE REPRESENTATIVE. Contractor represents and warrants, as previously certified in Contractor's Bidder Certification, that Contractor is an authorized Dealer and Service Representative for a Manufacturer of Walk-In Step Vans. Contractor shall

maintain this certification for the duration of the Statewide Contract. Upon request by Enterprise Services, Contractor shall provide evidence of its status as an authorized service provider or product reseller.

- 4.11. CONTRACT AUTOMOBILE REQUEST SYSTEM (CARS). Contractor represents and warrants that, during the term of this Contract, Contractor shall list available Walk-In Step Vans on Enterprise Services' statewide Contract Automobile Request System (CARS). Contractor further represents and warrants that, during the term of this Contract, Contractor shall ensure that eligible purchasers utilize CARS to generate quotes and submit purchase requests for Walk-In Step Vans.
- 4.12. PUBLIC CONTRACTS AND PROCUREMENT FRAUD. Contractor represents and warrants that, within the three (3) year period prior to this Contract, neither Contractor nor its principals or affiliates: (a) have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, local, or tribal) contract or purchase order under a public contract; (b) have been in violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) have been indicted for or otherwise criminally or civilly charged by a government entity (federal, state, local, or tribal) with commission of any of the offense enumerated in subsection (b) of this provision; or (d) had one or more public contracts (federal, state, local, or tribal) terminated for cause or default.
- 4.13. PROCUREMENT ETHICS & PROHIBITION ON GIFTS. Contractor represents and warrants that Contractor complies fully with all applicable procurement ethics restrictions including, but not limited to, restrictions against Contractor providing gifts or anything of economic value, directly or indirectly, to Enterprise Services and Purchasers' employees.
- 4.14. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS). Contractor represents and warrants that Contractor is registered in Washington's Electronic Business Solution (WEBS), Washington's contract registration system and that, all of Contractor's information therein is current and accurate and that throughout the term of this Contract, Contractor shall maintain an accurate profile in WEBS.
- 4.15. WASHINGTON'S STATEWIDE PAYEE DESK. Contractor represents and warrants that Contractor is registered with Washington's Statewide Payee Desk, which registration is a condition to payment.
- 4.16. STATEWIDE CONTRACT PROMOTION; ADVERTISING AND ENDORSEMENT. Contractor represents and warrants that Contractor shall use commercially reasonable efforts both to promote and market the use of this Contract with eligible Purchasers and to ensure that those entities that utilize this Contract are eligible Purchasers. Contractor understands and acknowledges that neither Enterprise Services nor Purchasers are endorsing Contractor's Goods and/or Services or suggesting that such Goods and/or Services are the best or only solution to their needs. Accordingly, Contractor further represents and warrants that Contractor shall make no reference to Enterprise Services, any Purchaser, or the State of Washington in any promotional material without the prior written consent of Enterprise Services.
- 4.17. CONTINGENT FEES. Contractor represents and warrants that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established agents as defined in the Federal Acquisition Regulations.

- 4.18. FINANCIALLY SOLVENT. Contractor represents and warrants that Contractor has not commenced bankruptcy proceedings and that there are no judgment, liens, or encumbrances of any kind affecting title to any Goods or Services that are the subject of this Contract.
- 4.19. OPERATIONAL CAPABILITY. Contractor represents and warrants, as previously certified in Contractor's Bidder's Certification, that Contractor has the operational and financial capability to perform the Contract.
- 4.20. STATEWIDE CONTRACT TRANSITION. Contractor represents and warrants that, in the event this Contract or a similar contract, is transitioned to another contractor (e.g., Contract expiration or termination), Contractor shall use commercially reasonable efforts to assist Enterprise Services (including the Purchasers hereunder) for a period of sixty (60) calendar days to effectuate a smooth transition to another contractor to minimize disruption of service and/or costs to the State of Washington and such Purchasers; *Provided*, however, that, if costs are incurred, Contractor shall be compensated for such costs consistent with the terms and conditions pertaining to this Contract for the sixty (60) day period immediately before such transition.

5. QUALITY; WARRANTY; REMEDIES.

- 5.1. GOODS WARRANTY. Contractor warrants that, for a period of thirty- six (36) months from the date when the Goods are put into use, or eighteen (18) months after delivery of the Goods, whichever is later ("Goods Warranty Period"), the Goods: (a) are free from defects in design, material, and workmanship; (b) are fit and safe for the intended purposes and appropriate for the specified application(s) (if any); (c) are consistent with recognized industry quality standards; (d) comply with the requirements, specifications, drawings, standards, and descriptions included in this Statewide Contract; and (e) are produced and delivered in full compliance with applicable law ("Goods Warranty"). Contractor further warrants that it has good and marketable title to the Goods and shall keep Purchaser's property free of liens. If Purchaser receives notice of a lien caused by Contractor, Purchaser may withhold any payment otherwise due Contractor until Contractor submits proof, in a form satisfactory to Purchaser, that all lienable claims have been fully paid or waived.
- 5.2. GOODS REMEDY. If Goods do not comply with the Goods Warranty or any defects develop during the Goods Warranty Period under normal use, at Purchaser's election, Contractor promptly shall remedy the defect by removing, repairing, correcting, or replacing, and/or reinstalling any defective Goods. Contractor's Goods Warranty support shall include, at Contractor's sole expense, all technical support, parts, materials and equipment, and labor, including freight and "in/out" costs required to address the defect. If, in Purchaser's judgment, repair or replacement is inadequate, or fails of its essential purpose, Contractor shall refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.
- 5.3. FAILURE TO REMEDY. If Contractor does not remedy a defect or nonconformity within ten (10) calendar days after receipt of written notice from Purchaser, or if an emergency exists rendering it impossible or impractical for Purchaser to have Contractor provide a remedy, Purchaser may, without prejudice to any other rights or remedies available to it, make or cause to be made required modifications, adjustments, or repairs, or may replace Goods,

Services, IT Goods, or IT Services, in which case Contractor shall reimburse Purchaser for its actual costs or, at Purchaser's option, Purchaser will offset the costs incurred from amounts owing to Contractor.

- 5.4. TECHNICAL SUPPORT. During any applicable warranty period, Contractor shall provide all warranty service and telephone support, including after-hour technical support, at its own cost. Contractor shall maintain a technical support hotline to address breakdowns and safety incidents.

6. SAFETY; SECURITY. Contractor's failure to comply with any of the requirements in this Section shall be cause for termination.

- 6.1. REGULATORY REQUIREMENTS/SAFETY. Goods/Services supplied by Contractor shall meet all OSHA and other safety-related federal, state, local, and/or tribal regulatory requirements applicable to the Goods/Services.
- 6.2. MATERIAL SAFETY DATA SHEETS. As applicable, Contractor shall provide Purchaser with all appropriate Material Safety Data Sheets ("MSDS") at the time of delivery of each shipment of Goods which requires such compliance and/or for materials used by Contractor while performing Services and any updates of the same.
- 6.3. ACCIDENT AND INJURY REPORTING. If Contractor, its agents, employees, or subcontractors are present at Purchaser's premises, Contractor promptly will report in writing all injuries, accidents, property damage, near-miss incidents, or any claims regarding damages or injury involving Contractor, its agents, employees, or subcontractors occurring at such premises. Contractor agrees to cooperate and assist in any Purchaser investigation of incidents.
- 6.4. ON SITE REQUIREMENTS. While on Purchaser's premises, Contractor, its agents, employees, or subcontractors shall comply, in all respects, with Purchaser's physical, fire, access, safety, and other security requirements and not interfere with Purchaser's operations. Contractor represents and warrants that Contractor, its agents, employees, or subcontractors who access Purchaser's premises will be adequately trained and at all times comply with Purchaser's requirements.

7. SUBCONTRACTORS.

- 7.1. CONTRACTOR RESPONSIBILITY. Notwithstanding any provision to the contrary, in the event Contractor elects to utilize subcontractors to perform this Contract, Contractor shall: (a) incorporate Contractor's responsibilities under this Contract into its subcontracts; (b) be fully responsible for the performance of any such subcontractors (regardless of tier) and ensure that subcontractors comply with each and every Contractor obligation set forth in this Contract; (c) be the sole point of contact for Enterprise Services and any Purchasers regarding all contractual matters; (d) ensure that such subcontractors are registered in WEBS; and (e) defend, indemnify, and hold Enterprise Services and Purchasers harmless in case of negligence, other tortious fault, or intentional misconduct by any such subcontractors (regardless of tier). Prior to utilizing any subcontractor to perform this Contract, Contractor shall provide written notice to Enterprise Services' contract administrator. Such notice shall confirm that the subcontractor is registered in WEBS and provide the necessary information for Enterprise Services' contract administrator to include such subcontractor(s) in Washington's Purchasing Contract Management System (PCMS).

- 7.2. REPORTING. If Contractor is required to report to Purchaser and/or Enterprise Services, such report(s) will include subcontractor data, by subcontractor, for any data that Contractor is required to report as well as a consolidated 'rollup' report combining Contractor and subcontractor data.
- 7.3. SUBCONTRACTOR REPRESENTATIONS AND CERTIFICATIONS. Any Contractor representations or certifications set forth in this Contract shall apply to subcontractors (at any tier) and Contractor shall not utilize any subcontractors (at any tier) who cannot provide such representations or certifications, excepting the certification to be registered with Washington's Statewide Payee Desk, unless Purchaser will pay such subcontractor directly.

8. USING THE STATEWIDE CONTRACT – PURCHASES.

- 8.1. CONTRACT AUTOMOBILE REQUEST SYSTEM (CARS). Contractor shall list authorized Walk-In Step Vans on Washington's Contract Automobile Request System (CARS), or, if replaced, the then current platform, and Eligible Purchasers shall generate quotes and submit purchase requests for Walk-In Step Vans through CARS or, if replaced, then the current platform. Contractor shall not generate quotes or receive purchase requests for any Walk-in Step Vans pursuant to this Statewide Contract outside of CARS or, if replaced, then the current platform.
- 8.2. ORDERING REQUIREMENTS. Eligible Purchasers shall order Walk-In Step Vans from this Contract, consistent with the terms hereof and by using any ordering mechanism agreeable both to Contractor and Purchaser but including, at a minimum, a purchase order. When practicable, Contractor and Purchaser also shall use telephone orders, email orders, web-based orders, and similar procurement methods (collectively "Purchaser Order"). All Purchase Orders must reference the Contract number. The terms of this Contract shall apply to any Purchase Order and, in the event of any conflict, the terms of this Contract shall prevail. Notwithstanding any provision to the contrary, in no event shall any 'click-agreement,' software or web-based application terms and conditions, or any other agreement modify the terms and conditions of this Contract.
- 8.3. PERFORMANCE AND DELIVERY REQUIREMENTS. Contractor must ensure that the Goods are delivered or provided as required by this Contract, the Purchase Order used by Purchaser, and as otherwise mutually agreed in writing between Purchaser and Contractor. The following apply to all deliveries:
- (a) Vehicle delivery must be within eighteen (18) months of receipt of Purchase Order, or upon receipt of Purchaser Provided Chassis, whichever is later.
 - (b) Contractor shall make all deliveries to the applicable delivery location specified in the Purchase Order. Such deliveries shall occur during Purchaser's normal work hours and within the time period mutually agreed in writing between Purchaser and Contractor.
 - (c) Contractor shall ship all Walk-In Step Vans purchased pursuant to this Contract, freight charges prepaid by Contractor, FOB Purchaser's specified destination with all transportation and handling charges included. Contractor shall bear all risk of loss, damage, or destruction of the Walk-In Step Vans ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence.
 - (d) All packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with

this Contract shall be identified by the Contract number set forth on the cover of this Statewide Contract and the applicable Purchaser's Purchase Order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

- (e) Contractor shall notify Purchaser at the phone number listed in the Purchase Order, twenty-four (24) hours prior to vehicle delivery. This is to ensure that a Purchaser employee is available to sign and date the bill of lading (or other type delivery document) and receive the above-mentioned documents, and to indicate that Purchaser has received delivery of the vehicle. Purchaser shall not be responsible for vehicles that have been delivered to or left at a Purchaser facility, unless a Purchaser employee has signed and dated the bill of lading or other delivery documents indicating Purchaser has received delivery of the equipment.
- (f) When the vehicle is ready for final delivery, it may be delivered to Purchaser (as specified in the Purchase Order) as arranged with the specific Purchaser. Unless otherwise agreed in writing by Purchaser, deliveries must NOT be made on weekends or on legally recognized state and federal holidays.
- (g) Contractor shall perform the standard Manufacturer's Pre-Delivery Inspection and is responsible for delivering vehicles that are properly serviced, clean, and in first class operating condition. Pre-Delivery Inspection service, at a minimum, shall include the following:
 - Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants.
 - Check / Fill all fluid levels to assure proper fill.
 - Adjust engine(s) / motor(s) / drive(s) to proper operating condition(s).
 - Inflate tires (including any spares) to proper pressures.
 - Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features.
 - Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.
 - Assure that the vehicle is completely assembled (unless otherwise noted in the specification) including Representative Model, OEM Options (if applicable), Identified Aftermarket Options (if applicable), and thoroughly tested and ready for operation upon Delivery.
 - Completed Washington State title application with original signature must be delivered with the vehicle showing both the legal and registered owner as Purchaser (Contractor may contact ordering Purchaser to obtain a Washington State title application or addresses and information regarding the title).
 - Have base vehicle interior drawings available to work with end users to determine space limitations and show

standard configuration drawings and have a body builder guide so upfitters can plan their work in relation to wall structure; and

- Have 3D drawings after the PO is cut to eliminate any questions about the body.

8.4. RECEIPT AND INSPECTION OF GOODS AND/OR SERVICES. Walk-In Step Vans purchased under this Contract are subject to Purchaser's reasonable inspection, testing, and approval at Purchaser's destination. Purchaser reserves the right to reject and refuse acceptance of Walk-In Step Vans that are not in accordance with this Contract and Purchaser's Purchase Order. If there are any apparent defects in the Walk-In Step Vans at the time of delivery, Purchaser promptly will notify Contractor. At Purchaser's option, and without limiting any other rights, Purchaser may require Contractor to repair or replace, at Contractor's expense, any, or all of the damaged Walk-In Step Vans or, at Purchaser's option, Purchaser may note any such damage on the receiving report, decline acceptance, and deduct the cost of rejected Walk-In Step Vans from final payment. Payment for any Walk-In Step Vans under such Purchase Order shall not be deemed acceptance.

8.5. VEHICLE COMPLIANCE AND COMPATIBILITY. It is the Contractor's responsibility to ensure that the vehicles supplied are compliant with the Contract requirements, specifications, terms, and conditions. Additionally, Contractor shall ensure that the Base Equipment and any OEM Options, Identified Aftermarket Options, or Non-Identified Aftermarket Options ordered by the Eligible Purchaser are fully compatible with each other.

Contractor's acceptance of the Eligible Purchaser's Purchase Order shall indicate that Contractor agrees to deliver a vehicle that shall be fully compliant and compatible with the Purchase Order requirements, specifications, terms, and conditions. Any changes necessary after the delivery of the vehicle that are required to bring a vehicle into compliance and/or compatibility due to an incorrect order fulfillment by Contractor shall be accomplished at the Contractor's expense. Delivery of non-conforming Walk-In Step Vans, which are not remedied as required herein, may be cause for Contract termination.

8.6. CUSTOMER SERVICE. Contractor must be available to take calls and respond to e-mails from eligible Purchasers, Monday through Friday, during the hours of 8 a.m. to 5 p.m. PST.

9. INVOICING & PAYMENT.

9.1. CONTRACTOR INVOICE. Contractor shall submit properly itemized invoices to Purchaser's designated invoicing contact for Walk-In Step Vans delivered under this Contract. Such invoices shall itemize the following:

- (a) Contract No. 14022
- (b) Contractor name, address, telephone number, and email address for billing issues (i.e., Contractor Customer Service Representative).
- (c) Contractor's Federal Tax Identification Number.
- (d) Date(s) of delivery.
- (e) Applicable Goods.
- (f) Invoice amount; and
- (g) Payment terms, including any available prompt payment discounts.

Contractor's invoices for payment shall reflect accurate Contract prices. Invoices will not be processed for payment until receipt of a complete invoice as specified herein.

- 9.2. **PAYMENT.** Payment is the sole responsibility of, and will be made by, the Purchaser. Purchaser's obligation to pay invoices is subject to receipt of a timely and accurate invoice and conforming Walk-In Step Vans. Unless Contractor has provided a prompt payment discount set forth in *Exhibit B – Prices*, Purchaser's payment is due within thirty (30) calendar days of invoice. Purchaser retains the right of setoff for any amount due or owing to Purchaser. Purchaser may make payments electronically (e.g., ACH payments). Contractor shall provide information necessary to facilitate electronic payments. If Purchaser fails to make timely payment(s), Contractor may invoice Purchaser in the amount of one percent (1%) per month on the amount overdue or a minimum of \$1. Payment will not be considered late if a check or warrant is mailed within the time specified.
- 9.3. **OVERPAYMENTS.** Contractor promptly shall refund to Purchaser the full amount of any erroneous payment or overpayment. Such refunds shall occur within thirty (30) calendar days of written notice to Contractor; *Provided*, however, that Purchaser shall have the right to elect to have either direct payments or written credit memos issued. If Contractor fails to make timely refunds of overpayment(s) (either directly or by credit memo), Contractor shall pay Purchaser interest at the rate of one percent (1%) per month on the amount overdue thirty (30) calendar days after notice to Contractor.
- 9.4. **ADVANCE PAYMENT PROHIBITED.** Except as authorized by law, Contractor shall not request or receive advance payment for any Walk-In Step Vans furnished by Contractor pursuant to this Contract.
- 9.5. **NO ADDITIONAL CHARGES.** Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, insurance, or payment processing.
- 9.6. **TAXES/FEES.** Contractor promptly shall pay all applicable taxes on its operations and activities pertaining to this Contract. Failure to do so shall constitute breach of this Contract. Unless otherwise agreed, Purchaser shall pay applicable sales tax imposed by the State of Washington on purchased Goods and/or Services. Contractor's invoices shall separately state (a) taxable and non-taxable charges and (b) sales/use tax due by jurisdiction. Regarding federal excise taxes, Contractor shall include federal excise taxes only if, after thirty (30) calendar days written notice to Purchaser, Purchaser has not provided Contractor with a valid exemption certificate from such federal excise taxes.

10. STATEWIDE CONTRACT MANAGEMENT.

- 10.1. **CONTRACT ADMINISTRATION & NOTICES.** Except for legal notices, the parties hereby designate the following contract administrators as the respective single points of contact for purposes of this Contract. Enterprise Services' contract administrator shall provide Contract oversight. Contractor's contract administrator shall be Contractor's principal contact for business activities under this Contract. The parties may change contract administrators by written notice as set forth below.

Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Gideon Simukonda
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Tel: (360) 407-2212
 Email:
DESContractsTeamMaple@des.wa.gov

Contractor

Attn: Doug Wakefield Gordon Truck
 Centers, Inc dba Freightliner
 Northwest 600 South 56th Place
 Ridgefield WA 98642
 Tel: (360) 887-7503
 Email:
Doug.Wakefield@Westernstarnw.com

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

- 10.2. CONTRACTOR CUSTOMER SERVICE REPRESENTATIVE. Contractor shall designate a customer service representative (and inform Enterprise Services of the same) who shall be responsible for addressing Purchaser issues pertaining to this Contract.
- 10.3. LEGAL NOTICES. Any legal notices required or desired shall be in writing and delivered by U.S. certified mail, return receipt requested, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Legal Services Manager
 Washington Dept. of Enterprise Services
 PO Box 41411
 Olympia, WA 98504-1411
 Email: greg.tolbert@des.wa.gov

Contractor

Attn: Doug Wakefield Gordon Truck
 Centers, Inc dba Freightliner Northwest
 600 South 56th Place Ridgefield WA
 98642
 Tel: (360) 887-7503
 Email:
Doug.Wakefield@Westernstarnw.com

Notices shall be deemed effective upon the earlier of receipt when delivered, or, if mailed, upon return receipt, or, if emailed, upon transmission to the designated email address of said addressee.

11. CONTRACTOR SALES REPORTING; VENDOR MANAGEMENT FEE; & CONTRACTOR REPORTS.

- 11.1. CONTRACT SALES REPORTING. Contractor shall report total Contract sales quarterly to Enterprise Services, as set forth below.
- (a) Contract Sales Reporting System. Contractor shall report quarterly Contract sales in Enterprise Services' Contract Sales Reporting System. Enterprise Services will provide Contractor with a login password and a vendor number. The password and vendor number will be provided to the Sales Reporting Representative(s) listed on Contractor's Bidder Profile.
 - (b) Data. Each sales report must identify every authorized Purchaser by name as it is known to Enterprise Services and its total combined sales amount invoiced during the reporting period (i.e., sales of an entire agency or political subdivision, not its individual subsections). The "Miscellaneous"

option may be used only with prior approval by Enterprise Services. Upon request, Contractor shall provide contact information for all authorized Purchasers specified herein during the term of the Contract. If there are no Contract sales during the reporting period, Contractor must report zero sales.

- (c) Due dates for Contract Sales Reporting. Quarterly Contract Sales Reports must be submitted electronically by the following deadlines for all Contract sales invoiced during the applicable calendar quarter:

QUARTER	FOR SALES MADE IN CALENDAR QUARTER ENDING	CONTRACT SALES REPORT	
		DUE BY	PAST DUE
1	January 1 – March 31	April 30	May 1
2	April 1 – June 30	July 31	August 1
3	July 1 – September 30	October 31	November 1
4	October 1 – December 31	January 31	February 1

- 11.2. VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.25 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

- (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:

Amount owed to Enterprise Services = Total Contract sales
invoiced (not including sales tax) x .0125.

- (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
- (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor is not to remit payment until Contractor receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, the year and quarter for which the VMF is being remitted, and Contractor's name as set forth in this Contract, if not already included on the face of the check.
- (d) Contractor's failure to report accurate total net Contract sales, to submit a timely Contract sales report, or to remit timely payment of the VMF to Enterprise Services, may be cause for Enterprise Services to suspend Contractor or terminate this Contract or exercise remedies provided by law. Without limiting any other available remedies, the parties agree that Contractor's failure to remit to Enterprise Services timely payment of the VMF shall obligate Contractor to pay to Enterprise Services, to offset the administrative and transaction costs incurred by the State to identify, process, and collect such sums, the sum of \$200.00 or twenty-five percent (25%) of the outstanding amount, whichever is greater, or the maximum allowed by law, if less.

- (e) Enterprise Services reserves the right, upon thirty (30) calendar days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.

11.3. ANNUAL CONTRACT SALES REPORT. Contractor shall provide to Enterprise Services a detailed annual Contract sales report. Such report shall include, at a minimum: the Goods/Services sold (including, as applicable, item number or other identifier), per unit quantities sold, items and volumes purchased by Purchaser, shipment/delivery locations by Purchaser, and Contract price. This report must be provided in an electronic format that can be read by Microsoft (MS) Excel. Such report is due within thirty (30) calendar days of the annual anniversary of the effective date of this Contract.

12. RECORDS RETENTION & AUDITS.

- 12.1. RECORDS RETENTION. Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and orders placed by Purchasers under it to the extent and in such detail as shall adequately reflect contract performance and administration of purchases, payments, taxes, and fees. Contractor shall retain such records for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.2. AUDIT. Enterprise Services reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor properly has invoiced Purchasers and that Contractor has paid all applicable vendor management fees to Enterprise Services. Accordingly, Contractor shall permit Enterprise Services, any Purchaser, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers, and records directly pertinent to this Contract or Purchase Orders placed by a Purchaser under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following expiration or termination of this Contract or final payment for any order placed by a Purchaser against this Contract, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.
- 12.3. OVERPAYMENT OF PURCHASES OR UNDERPAYMENT OF FEES. Without limiting any other remedy available to any Purchaser, Contractor shall (a) reimburse Purchasers for any overpayments inconsistent with the terms of this Contract or Purchase Orders placed thereunder, at a rate of 125% of any such overpayments, found as a result of the examination of Contractor's records; and (b) reimburse Enterprise Services for any underpayment of vendor management fees, at a rate of 125% of such fees found as a result of the examination of Contractor's records (e.g., if Contractor underpays the Vendor Management Fee by \$500, Contractor would be required to pay to Enterprise Services $\$500 \times 1.25 = \625); *Provided*, however, that, in the event Contractor timely discovers and corrects any Purchaser overpayment or Contractor underpayment of vendor management fees and does so prior to the initiation of any audit, Contractor shall be entitled to reimburse Purchaser or pay to Enterprise Services

the actual amount of such Purchaser overpayment or such underpayment of vendor management fees.

13. INSURANCE.

- 13.1. REQUIRED INSURANCE. Contractor, at its expense, shall maintain in full force and effect the insurance coverages set forth in *Exhibit C – Insurance Requirements*. All costs for insurance, including any payments of deductible amounts, shall be considered incidental to, and included in the prices for Goods/Services and no additional payment shall be made to Contractor.
- 13.2. WORKERS COMPENSATION. Contractor shall comply with applicable workers compensation statutes and regulations (e.g., RCW Title 51, Industrial Insurance). If Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Enterprise Services may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from Contractor. If Contractor performs Services on Purchaser's behalf in the State of Washington, and only to the extent of claims against Contractor by Purchaser under the Indemnity obligations in this Contract, Contractor expressly waives any immunity it may be granted under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification obligation will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under workers' compensation acts, disability benefit acts, or other employee benefit acts. The parties expressly acknowledge and certify that the waiver of immunity under Title 51 RCW was mutually negotiated and agreed upon.

14. CLAIMS.

- 14.1. ASSUMPTION OF RISKS; CLAIMS BETWEEN THE PARTIES. Contractor assumes sole responsibility and all risks of personal injury or property damage to itself and its employees and agents in connection with its operations under this Contract. Enterprise Services has made no representations regarding any factor affecting Contractor's risks. Contractor shall pay for all damage to any Purchaser's property resulting directly or indirectly from Contractor's acts or omissions under this Contract, even if not attributable to negligence by Contractor or its agents.
- 14.2. THIRD-PARTY CLAIMS; GENERAL INDEMNITY. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from and against all claims, demands, judgments, assessments, damages, penalties, fines, costs, liabilities, or losses including, without limitation, sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees (collectively "Claims") arising out of Contractor's or its successors', agents', or subcontractors' negligence, other tortious fault, or intentional misconduct under this Contract; *Provided*, however, that no right to indemnity will exist as to that portion of a Claim resulting from the sole negligence, tortious fault, or intentional misconduct of Enterprise Services or Purchaser. The parties agree that if there are any limitations of Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability shall not apply to injuries to persons (including death), damages to property, data breach, and/or intellectual property infringement. Contractor shall take all steps needed to keep Purchaser's property

free of liens arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

- 14.3. **INTELLECTUAL PROPERTY INDEMNITY.** To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold Enterprise Services and any Purchaser and their employees and agents harmless from against any and all Claims resulting from allegations of infringement of any patents, copyrights, trade secret, or similar intellectual property rights covering the Goods or Services provided, or the use of the Goods or Services under this Contract. If Purchaser's use of Goods or Services provided by Contractor is enjoined based on an intellectual property infringement Claim, Contractor shall, at its own expense, either procure for Purchaser the right to continue using the Goods or Services or, after consulting with Purchaser and obtaining Purchaser's consent, replace or modify the Goods or Services with substantially similar and functionally equivalent non-infringing Goods or Services.

15. **DISPUTE RESOLUTION.** The parties shall cooperate to resolve any dispute pertaining to this Contract efficiently, as timely as practicable, and at the lowest possible level with authority to resolve such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree, either party may resort to court to resolve the dispute.

16. TERMINATION; EXPIRATION; SUSPENSION; & REMEDIES.

- 16.1. **TERMINATION.** This Contract may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party unless a different time for cure is otherwise stated in this Contract; and (c) as otherwise expressly provided for in this Contract. This Contract shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate this Contract as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.
- 16.2. **TERMINATION FOR NONAPPROPRIATION OR REDUCTION OF FUNDS OR CHANGES IN LAW.** Enterprise Services may suspend or terminate this Contract and Purchasers may suspend or terminate applicable Purchase Orders, in whole or in part, at the sole discretion of Enterprise Services or, as applicable, Purchaser, if Enterprise Services or, as applicable, Purchaser reasonably determines that: (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract or applicable Purchase Order; or (b) that a change in available funds affects Purchaser's ability to pay under the applicable Purchase Order. A change of available funds as used in this section includes but is not limited to a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor. If a written notice is delivered under this provision, Purchaser will reimburse Contractor for Goods properly ordered and/or Services properly performed until the effective date of said notice. Except as stated in this provision,

in the event of termination for nonappropriation or reduction of funds or changes in law, Purchaser will have no obligation or liability to Contractor.

- 16.3. **TERMINATION FOR PUBLIC CONVENIENCE.** Enterprise Services, for public convenience, may terminate this Contract; *Provided*, however, that such termination for public convenience must, in Enterprise Services' judgment, be in the best interest of the State of Washington; and *Provided further*, that such termination for public convenience shall only be effective upon sixty (60) calendar days prior written notice; and *Provided further*, that such termination for public convenience shall not relieve any Purchaser from payment for Goods/Services already ordered as of the effective date of such notice. Except as stated in this provision, in the event of such termination for public convenience, neither Enterprise Services nor any Purchaser shall have any obligation or liability to Contractor.
- 16.4. **PURCHASER OBLIGATIONS – EXPIRATION.** Upon expiration of this Contract, Purchaser shall accept and take delivery of all outstanding and not yet fulfilled Purchase Orders and pay Contractor the price as set out in the Contract. Notwithstanding any provision to the contrary, in no event shall a Purchaser's Purchase Order pursuant to this Contract that is executed prior to expiration of this Contract allow for Contractor to provide Goods and/or Services more than twelve (12) months beyond the expiration date of the Contract.
- 16.5. **CONTRACTOR OBLIGATIONS – EXPIRATION OR TERMINATION.** Upon expiration or termination of this Contract, Contractor shall: (a) continue to fulfill its warranty obligations with respect to any Goods or Services sold hereunder and all provisions of the Contract that, by their nature, would continue beyond the expiration, termination, or cancellation of the Contract shall so continue and survive; and (b) promptly return to Purchaser all keys, badges, and other materials supplied by Purchaser for the performance of any Purchase Order entered into pursuant to this Contract.
- 16.6. **DEFAULT.** Any of the following events shall constitute cause for Enterprise Services to declare Contractor in default of this Contract:
- (a) Contractor fails to perform or comply with any of the terms or conditions of this Contract.
 - (b) Contractor fails to timely report contract sales.
 - (c) Contractor fails to timely pay the vendor management fees when due; or
 - (d) Contractor breaches any representation or warranty provided herein.
- 16.7. **SUSPENSION & TERMINATION FOR DEFAULT.** Enterprise Services may suspend Contractor's operations under this Contract immediately by written cure notice of any default. Suspension shall continue until the default is remedied to Enterprise Services' reasonable satisfaction; *Provided*, however, that, if after thirty (30) calendar days from such a suspension notice, Contractor remains in default, Enterprise Services may terminate Contractor's rights under this Contract. All of Contractor's obligations to Enterprise Services and Purchasers survive termination of Contractor's rights under this Contract, until such obligations have been fulfilled.
- 16.8. **REMEDIES FOR DEFAULT.**
- (a) Enterprise Services' rights to suspend and terminate Contractor's rights under this Contract are in addition to all other available remedies.

- (b) In the event of termination for default, Enterprise Services may exercise any remedy provided by law including, without limitation, the right to procure for all Purchasers replacement Goods and/or Services. In such event, Contractor shall be liable to Enterprise Services for damages as authorized by law including, but not limited to, any price difference between the Contract price and the replacement or cover price as well as any administrative and/or transaction costs directly related to such replacement procurement – e.g., the cost of the competitive procurement.
- 16.9. LIMITATION ON DAMAGES. Notwithstanding any provision to the contrary, the parties agree that in no event shall any party or Purchaser be liable to the other for exemplary or punitive damages; *Provided*, however, that nothing contained in this Section will in any way exclude or limit: (a) a party's liability for all damages arising out of that party's intentional acts or omissions; (b) the operation of any Goods or Services warranty provided in this Contract; or (c) damages subject to the Intellectual Property Indemnity section of this Contract. Any limitation of either party's obligations under this Contract, by delivery slips or other documentation is void.
- 16.10. SUSPENSION/TERMINATION PROCEDURE. Regardless of basis, in the event of suspension or termination (in full or in part), the parties shall cooperate to ensure an orderly and efficient suspension or termination. Accordingly, Contractor shall deliver to Purchasers all Goods and/or Services that are complete (or with approval from Enterprise Services, substantially complete) and Purchasers shall inspect, accept, and pay for the same in accordance with this Contract and the applicable Purchase Order. Unless directed by Enterprise Services to the contrary, Contractor shall not process any orders after notice of suspension or termination inconsistent therewith.
- 16.11. PURCHASER PURCHASE ORDERS. Purchaser Orders may be terminated: (a) upon the mutual written agreement of the parties; (b) by the non-breaching party where the breach is not cured within thirty (30) calendar days after written notice of breach is delivered to the breaching party, unless a different time for cure is otherwise stated in the applicable Purchase Order; and (c) as otherwise expressly provided for in the applicable Purchase Order. Purchase Orders shall terminate automatically and without further action if a party becomes insolvent or is placed in receivership, reorganization, liquidation, or bankruptcy. In addition to any other available remedies, the non-breaching party may terminate the Purchase Order as provided in subsection (b) above without further liability by written notice to the breaching party. A termination for breach will not affect rights or obligations accrued or owed before the effective date of the termination notice.

17. PUBLIC INFORMATION & PUBLIC RECORDS DISCLOSURE REQUESTS.

- 17.1. WASHINGTON'S PUBLIC RECORDS ACT. Unless statutorily exempt from public disclosure, this Contract and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW 42.56.
- 17.2. CONTRACTOR OBLIGATION. Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records provided to Enterprise Services that Contractor believes are statutorily exempt from disclosure and identify the precise statutory basis for exemption from disclosure. In addition, if, in Contractor's judgment, certain portions of such records are not statutorily exempt from disclosure but are sensitive because particular portions of Contractor's records (NOT including pricing) include highly confidential, proprietary, or trade

secret information (or the equivalent) that Contractor protects through the regular use of confidentiality or similar agreements and routine enforcements through court enforcement actions, Contractor shall identify and mark the precise portion(s) of the relevant page(s) of any records that include such sensitive information.

- 17.3. ENTERPRISE SERVICES' OBLIGATION. In the event that Enterprise Services receives a public records disclosure request pertaining to records that Contractor has submitted and marked either as (a) statutorily exempt from disclosure; or (b) sensitive, Enterprise Services, prior to disclosure, will do the following: Enterprise Services' Public Records Officer will review any records marked by Contractor as statutorily exempt from disclosure. In those situations, where the designation comports with the stated statutory exemption from disclosure, Enterprise Services will redact or withhold the record(s) as appropriate. For records marked 'sensitive' or for records where Enterprise Services determines that no statutory exemption to disclosure applies or is unable to determine whether the stated statutory exemption to disclosure properly applies, Enterprise Services will notify Contractor, at the address provided in the Contract, of the public records disclosure request and identify the date that Enterprise Services intends to release the record(s) (including records marked 'sensitive' or exempt from disclosure) to the requester unless Contractor, at Contractor's sole expense, timely obtains a court order enjoining Enterprise Services from such disclosure. In the event Contractor fails to timely file a motion for a court order enjoining such disclosure, Enterprise Services will release the requested record(s) on the date specified. Contractor's failure properly to identify exempted or sensitive information or timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such records are exempt or protected from public disclosure.

18. GENERAL PROVISIONS.

- 18.1. TIME IS OF THE ESSENCE. Time is of the essence for each and every provision of this Contract.
- 18.2. COMPLIANCE WITH LAW. Contractor shall comply with all applicable law. Contractor shall obtain all necessary permits and approvals and give all stipulations, certifications, and representations that may be required for it to perform this Contract.
- 18.3. ENTIRE AGREEMENT. This Contract constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- 18.4. AMENDMENT OR MODIFICATION. Except as set forth herein, this Contract may not be amended or modified except in writing and signed by a duly authorized representative of each party.
- 18.5. AUTHORITY. Each party to this Contract, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Contract and that its execution, delivery, and performance of this Contract has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 18.6. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Contract. Neither party is an agent of the other party nor authorized to obligate it.

- 18.7. INDEPENDENT CONTRACTOR. The parties intend that an independent contractor relationship is created by this Contract. Contractor and its employees or agents performing under this Contract are not employees or agents of Enterprise Services. Contractor shall not have authorization, express or implied, to bind Enterprise Services to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or worker's compensation benefits through Enterprise Services, or the State of Washington and Enterprise Services and the State of Washington will not pay for or otherwise provide such coverage for Contractor and its employees and agents.
- 18.8. ASSIGNMENT. Contractor may not assign its rights under this Contract without Enterprise Services' prior written consent and Enterprise Services may consider any attempted assignment without such consent to be void; *Provided*, however, that, if Contractor (a) provides written notice to Enterprise Services within thirty (30) calendar days of such event and (b) timely executes Enterprise Services' Assignment, Assumption, and Consent Agreement, Contractor may assign its rights under this Contract in full to any parent, subsidiary, or affiliate of Contractor that controls or is controlled by or under common control with Contractor, is merged or consolidated with Contractor, or purchases a majority or controlling interest in the ownership or assets of Contractor. Unless otherwise agreed, Contractor guarantees prompt performance of all obligations under this Statewide Contract notwithstanding any prior assignment of its rights.
- 18.9. BINDING EFFECT; SUCCESSORS & ASSIGNS. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 18.10. ASSIGNMENT OF ANTITRUST RIGHTS REGARDING PURCHASED GOODS/SERVICES. Contractor irrevocably assigns to Enterprise Services, on behalf of the State of Washington, any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of state or federal antitrust laws in connection with any Goods and/or Services provided in Washington for the purpose of carrying out Contractor's obligations under this Contract, including, at Enterprise Services' option, the right to control any such litigation on such claim for relief or cause of action.
- 18.11. FEDERAL FUNDS. To the extent that any Purchaser uses federal funds to purchase Goods and/or Services pursuant to this Contract, such Purchaser shall specify, with its Purchase Order, any applicable requirement or certification that must be satisfied by Contractor at the time the Purchase Order is placed or upon delivery of such Goods/Services to Purchaser.
- 18.12. SEVERABILITY. If any provision of this Contract is held to be invalid or unenforceable, such provision shall not affect or invalidate the remainder of this Contract, and to this end the provisions of this Contract are declared to be severable. If such invalidity becomes known or apparent to the parties, the parties agree to negotiate promptly in good faith in an attempt to amend such provision as nearly as possible to be consistent with the intent of this Contract.
- 18.13. WAIVER. Failure of either party to insist upon the strict performance of any of the terms and conditions hereof, or failure to exercise any rights or remedies provided herein or by law, or to notify the other party in the event of breach, shall not release the other party of any of its obligations under this Contract, nor shall any purported oral modification or rescission of this Contract by either party operate as a waiver of any of the terms hereof. No waiver by either party of any breach, default, or violation of any term, warranty, representation, contract, covenant, right, condition, or provision hereof shall constitute waiver of any subsequent

breach, default, or violation of the same or other term, warranty, representation, contract, covenant, right, condition, or provision.

- 18.14. **SURVIVAL.** All representations, warranties, covenants, agreements, and indemnities set forth in or otherwise made pursuant to this Contract shall survive and remain in effect following the expiration or termination of this Contract, *Provided*, however, that nothing herein is intended to extend the survival beyond any applicable statute of limitations periods.
- 18.15. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Contract shall be governed by and construed in accordance with the laws of the State of Washington, without regard to any choice of law principles that would provide for the application of the laws of another jurisdiction.
- 18.16. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Contract, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- 18.17. **ATTORNEYS' FEES.** In the event of litigation or other action brought to enforce this Contract, each party shall bear its own attorneys' fees and costs.
- 18.18. **FAIR CONSTRUCTION & INTERPRETATION.** The provisions of this Contract shall be construed as a whole according to their common meaning and not strictly for or against any party and consistent with the provisions contained herein in order to achieve the objectives and purposes of this Contract. Each party hereto and its counsel has reviewed and revised this Contract and agrees that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be construed in the interpretation of this Contract. Each term and provision of this Contract to be performed by either party shall be construed to be both a covenant and a condition.
- 18.19. **FURTHER ASSURANCES.** In addition to the actions specifically mentioned in this Contract, the parties shall each do whatever may reasonably be necessary to accomplish the transactions contemplated in this Contract including, without limitation, executing any additional documents reasonably necessary to effectuate the provisions and purposes of this Contract.
- 18.20. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Contract in their entirety.
- 18.21. **CAPTIONS & HEADINGS.** The captions and headings in this Contract are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Contract nor the meaning of any provisions hereof.
- 18.22. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Contract or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such other ancillary agreement for all purposes.

18.23. COUNTERPARTS. This Contract may be executed in any number of counterparts, each of which shall be deemed an original and all which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Contract at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Contract.

EXECUTED as of the date and year first above written.

STATE OF WASHINGTON
Department of Enterprise Services

By: Elena McGrew
Elena McGrew

Its: Enterprise Procurement Manager

GORDON TRUCK CENTERS, INC DBA FREIGHTLINER
NORTHWEST, a Washington Corporation

By: Doug Wakefield
Doug Wakefield

Its: Regional VP Sales

INCLUDED GOODS/SERVICES

Category	Brand	Side Entry	Rear Entry
1-Internal Combustion Engine	Freightliner	14001-16000 GVWR	14001-16000 GVWR
		16001-19500 GVWR	16001-19500 GVWR
		19,001-22,000 GVWR	19,001-22,000 GVWR
2-Electric Vehicle	Freightliner	19001-22000 GVWR	19001-22000 GVWR

CATEGORY 1 INTERNAL COMBUSTION ENGINE-TECHNICAL SPECIFICATIONS

Specification Requirements -Side entry and Rear Entry.	Bidder Meets Requirements Mark Y or N	Describe Offered Alternatives
Walk-In Step Van - Class 4 (10,000- 14,000 GVWR)		
<u>Stripped Van Chassis</u>		
1. <u>Engine and Equipment</u>		
a. Eight cylinder, minimum 6.0 Liter displacement, gasoline engine rated @ minimum 308 Gross Horsepower and 690 Lb./ Ft. Gross Torque. Meets current Federal EPA regulations	Y	
b. PTO (Fast Idle) set for 1,000 RPM using cab cruise control set switch	N	NOT APPLICABLE
c. 10-minute automatic engine shut-down except when in PTO (Fast Idle) mode	N	TRANSMISSION NOT CONFIGURED
d. 145-amp Delco Remy alternator (or equal).	Y	
e. One 12V 700 CCA battery	Y	
f. Automatic shut-down for low oil pressure, low coolant, and high coolant temperature.	Y	
g. Horizontal exhaust and after-treatment system. RH mounted 10-gallon diesel exhaust fluid tank (if EPA10 certified or newer).	N	NO DEF ON GAS ENGINES
h. Exhaust tailpipe exiting to right side ahead of rear wheels	N	AFT EXIT ONLY
i. Minimum 690 Sq. In. radiator with plastic surge tank to visually see coolant level	Y	
j. Viscous engine fan drive.	Y	
k. Ethylene Glycol coolant, pre-mixed with SCA (corrosion inhibitor). 50/50 mix rated -35 degrees F.	Y	
l. Electric cold-start air intake heater.	N	NOT APPLICABLE TO GAS
m. Heavy duty 12 V starter, "Delco Remy" brand (or equal	Y	

2. Transmission and Equipment		
a. Allison 1000RDS 5-speed automatic transmission with parking pawl.	N	ALLISON 1005HS NO PTO PROVISION
b. Synthetic transmission fluid, factory fill, approved by Allison. The dipstick/fill tube shall have a tag showing the brand and type of fluid.	Y	
c. Interface wiring to access neutral signal and PTO functions. Chassis	N	NO AVAILABLE WITH 1005HS
d. Allison programmed to package #360	N	NOT AVAILABLE ON 1005HS
e. T-handle shift selector mounted to right side of steering column on dash with park brake "P" position	Y	
f. Water-to-Oil transmission heat exchanger (oil cooler).	Y	
3. Front Axle and Equipment		
a. 8,000 Lb. rated I-beam	Y	
b. 50-degree wheel-cut angle for maximum maneuverability	Y	
c. Hydraulic pin-slide disc front brakes. Non-asbestos pads	Y	
d. Grease type wheel seals.	Y	
e. Power steering rated to axle capacity. 2-quart reservoir with filter and dipstick located outboard the frame rail for easy access.	Y	
f. 5,790 Lb. front leaf springs with rubber bushings providing maximum stability.	Y	
g. Front sway bar and shock absorbers	Y	
4. Rear Axle and Equipment		
a. 8,000 Lb. (or greater) single speed	Y	13,000 STD
b. Axle ratio to provide 55 MPH at 80% of engine maximum horsepower RPM	Y	
c. Automatic traction locking differential. ("Trac-Tech" or equal)	Y	
d. 1710 or 70 series main driveline with safety loops.	N	DANA SPICER SPL 70XS

e. Synthetic gear lube as approved by axle manufacturer with tag located at the oil fill plug	Y	
f. Hydraulic pin-slide disc rear brakes. Non-asbestos pads.	Y	
g. Transmission mounted drum style parking brake	Y	
h. Parking brake control mounted on dash to left side of steering column with indicator light in instrument panel.	Y	
i. Oil type rear wheel seals.	Y	
j. 12,000 Lb. rear leaf suspension.	Y	
k. Rear sway bar and shock absorbers.	Y	
5. Brake System		
a. 4-wheel dual piston hydraulic disc pin-slide brakes with ABS.	Y	
6. Wheelbase and Frame		
a. 158 In. wheelbase with adequate frame overhang for 14 Ft. van body.	Y	
b. ¼" x 3" x 8" continuous straight channel 50,000 PSI steel rails.		
c. 6.8 In. frame extension so bumper is ahead of grille for maximum protection.	Y	
d. 11 In. "C" channel front bumper with contoured ends.	Y	
e. Two front frame mounted tow hooks	Y	
f. Frame provisions for generator.	N	NOT AVAILABLE ON GAS
g. Frame pre-drilled for body supports.	Y	
7. Fuel Tank and Equipment		
a. 40-gallon, rectangular fuel tank mounted between the frame rails	Y	
b. Fuel/water separator with electric heat and water-in-fuel indicator light on dash. Davco model 233 (or equal).	N	NOT AVAILABLE ON GAS
c. Spare fuel supply and return ports in fuel tank for generator.	N	NOT AVAILABLE ON GAS
8. Tires and Wheels		
a. Size: 225/70R19.5, 12 or 14 Ply	Y	
b. Type: Steel belted radial	Y	

c. Front: (2) highway rib with tread and sidewalls rated for Urban Service	Y	
d. Rear: (4) traction tread rated for Urban Service.	Y	
e. Wheels: (6) 19.5" x 6.75" 8-stud hub piloted steel 5-hand disc	Y	
f. Hubs: Steel	Y	
g. Spare Tire and Wheel: None	Y	NO SPARE REQUESTED
9. Cab and Miscellaneous Equipment		
a. Dual electric horns	Y	
b. Factory A/C compressor and 5/8" heater lines for body manufacturer installed HVAC system.	Y	
c. Double-sided heavy duty ignition keys. Five keys per vehicle.	Y	
d. Ignition switch with accessory position	Y	
e. Chassis power distribution panel with circuit breakers (in-lieu-of fuses).	Y	
f. Adjustable tilting steering column.	Y	
g. 4-spoke "soft-feel" steering wheel	Y	
h. Electric back-up alarm, 97 decibels or greater.	Y	
i. Cruise control switches on dash to left or right side of steering column.	Y	
j. Instruments and controls:		
• Speedometer	Y	
• Tachometer	Y	
• Oil Pressure Gauge	Y	
• Engine Temperature Gauge	Y	
• Transmission Temperature Gauge	Y	
• Fuel Level Gauge	Y	
• Engine Hour Display or Hour Meter	Y	
• LCD Display linked to J1939 Data Bus for fault codes.	Y	
• Voltmeter Display or Gauge	Y	
• Self-Cancel Turn Signal Switch	Y	
10. Chassis Warranty	Y	

a. Complete Chassis, including starter and alternator: 3 Years/50,000 Miles	Y	
b. Engine: 3 Years/50,000 Miles	Y	
c. Allison Transmission: 3 Years/50,000 Miles	Y	
d. Batteries: 3 Years/50,000 Miles	Y	
e. Towing Coverage: 3 Years/50,000 Miles	Y	
f. All warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
g. Bidder shall include manufacturer's warranty statements in this SOLICITATION. The statements must list "What Is Not Covered" or "Exclusions". DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection	Y	
Walk-In Van Body (Aluminum)		
1. Dimensions		
a. Cargo Floor Length: 168 In. (14 Ft.)	Y	
b. Interior Height: 85 In. (Floor to ceiling)	Y	
c. Interior Width: 86.5 In. (Outside skin to outside skin, aft of front door pockets.)	N	93" wide body
d. Useable Interior Width: 81 In. (Inside Wall to Wall)	Y	90" usable width
2. Documentation		
a. Drawings, printed on ANSI size B and in CAD electronic format (universal exchange *.dxf) on CD R/W, showing the exterior and interior body and chassis details shall be submitted with this SOLICITATION, including: b. Exterior front, rear, left, and right-side views showing height, width, length, location of body stiffeners, lighting, mirrors, windows, step and bumper height. Show with full width roll-up rear door.	Y	CAD data available after purchase and signed NDA

<p>c. Interior front, rear, left, and right-side views showing support structure, interior side walls and cabinet support hardware, bulkhead with sliding door, front seats, worktable and storage, useable inside dimensions, and sliding door pockets. Also show interior lighting.</p> <p>d. Front, top and side views of Options including rear door variances, cabinets, work benches, generator compartment, side boxes, etc. showing height, width, and depth and also drawer and shelf dimensions of the cabinets, as called out in the Options section of this Solicitation.</p> <p>e. None of the above drawings need to have the detail for actual construction of the vehicle or cabinets but are intended to allow the purchaser to determine the external clearances, interior layout and space available when selecting items from the Option section when ordering each vehicle.</p>		
3. Cab Doors.		
a. Sliding type left and right	Y	Requires roll up windows
b. Roll-down windows left and right	Y	
c. Fixed wing windows between doors and front "A" pillar.	N	Not available with roll up windows
d. 100-gauge aluminum door pockets	Y	.102" aluminum
e. "Kason" (or equal) sliding door latches	Y	
f. "Kason" (or equal) #3412 Key-to-lock exterior handles. (Not push-to-lock). Chrome or black powder coated finish.	Y	
g. Keyed to rear door(s).	Y	Maximum security / uses paddle lock
h. Five door keys per vehicle.	N	4 keys standard
4. Rear Door(s)		
a. Full width roll-up	Y	
b. Aluminum clad panels, white topcoat	N	Composite
c. Galvanized steel door hardware	N	E-Coated

d. Center mounted rear door latch with two-point cable or rod-controlled side latches and inside door release handle. Center latch and handle shall be "Kason" (or equal) #0168-01 latch, #0168S outside handle and #1600 inside handle. Keyed to front doors (no exception.) Chrome or black powder coated exterior handle finish	N	2-point latch not available. Maximum security at bottom with inside release
e. Door windows: None	Y	
5. Seating		
a. Driver seat: <ul style="list-style-type: none"> • High back, Standard Bucket Seats • Dual arm rests • Heavy duty dark gray or black cloth covering, such as "DuPont Cordura", or equal. • Sears Magnum 200 series mechanical suspension • Non-tilting seat base • 3-point lap-shoulder belt system with retractor 	Y	
b. Passenger seat: <ul style="list-style-type: none"> • High back, Standard Bucket Seats • Dual arm rests • Heavy duty dark gray or black cloth covering, such as "DuPont Cordura", or equal. • Sears Magnum 200 series mechanical suspension • Non-tilting seat base • 3-point lap-shoulder belt system with retractor. 	Y	
6. Bulkhead		
a. Aluminum with center mounted sliding door with window in the door.	Y	

b. Blandex lining for bulkhead and sliding door for stiffening.	Y	.102" Aluminum
c. Carpet or sound absorbing material on the forward side of the bulkhead.	Y	
d. "Kason" (or equal) sliding door latch. (Non-locking)	Y	
e. "Kason" (or equal) non-locking door handle and interior handle.	Y	
f. Bulkhead positioned at forward cargo "O" line. (Important Note: This location will vary among the vehicles to be ordered and is called out in the Options section.)	N	Will be at 5.5" aft of "O" line
7. Driver Area Equipment		
a. Electric windshield wipers (single motor) with intermittent control.	Y	
b. Sound absorbing (closed cell urethane) full width floor mat with rubber top surface, approximately ½" thick. Metal nosing at exposed edges	Y	Acoustical matting on center floor plate and step risers with diamond plate trim
c. Diesel sound reduction "package" on firewall and engine access cover	Y	
d. Dual (left and right) cup holders	Y	
e. AM/FM/CD radio with two speakers and side mounted rubber antenna.	N	AM/FM/BT/AUX
f. Dual sun visors.	Y	
8. Storage and Worktables		
a. Full width overhead shelf without	N	Enclosed aluminum passenger door
b. Worktable extending from instrument panel to right side with 1 in. lip.	Y	
c. Pocket on face of engine cover	Y	
9. Interior Lighting		

a. Cab domes: One 18-In. LED, centered	Y	
b. Cargo domes: Three 18-In. LED recessed in the roof down center.	Y	
c. Switches for front and rear domes located on instrument panel. Additional switch at right rear cargo door post for cargo dome lights.	Y	
10. Roof		
a. Aluminum roof, .040 Gauge, seamless	Y	
b. Roof bows on 8 In. centers (except at roof vent).	N	Bows on 12" centers
c. Roof bows attached to roof with industrial adhesive to reduce noise.	Y	
d. 12-volt power roof vent and skylight assembly located in the center (approximately) of the cargo area. Shall include a Maxxair roof vent cover	Y	
e. Interior roof liner, .022 Gauge embossed finish with insulation (R4).	Y	
11. Floor		
a. Extruded aluminum interlocking plank construction.	Y	
b. Diamond aluminum tread plate down center isle and full width from wheel boxes to end of cargo area. Tread plate plug welded to the floor for noise reduction	N	Hucked not welded
c. Access panel in floor for fuel tank sending unit.	Y	
12. Side and Rear Walls		
a. Aluminum exterior side panels, .125 Gauge upper and lower sheets.	N	.102" thick

b. Heavy duty 2 In. deep wall studs placed on 24 In. centers aft of the door pockets.	N	Heavy duty aluminum hat siffeners 1.5"
c. 5/8 thick plywood or particle board with durable white composite covering or vinyl covering.	N	½" kemply liner
d. 2 In. foam (polystyrene) or fiberglass insulation between the wall studs. If foam panels are used, then they must be glued to the exterior wall for noise control.	N	1" polystyrene not glued
e. Grid style cabinet anchor system: Five galvanized steel cabinet support/anchor struts, "Power Strut" (or equal) #500 or #520 running horizontally between front door pockets and end of cargo area to accept "Power Strut" (or equal) 3/8 In. spring loaded channel nuts. Channels accurately spaced 16 In. apart starting from the floor. Support/anchor struts recessed among the inner wall boards with a maximum protrusion of 1/16 In. Support/anchor struts riveted or bolted to the wall studs with proper fasteners for maximum pull strength. Industrial adhesive is also suggested in combination with the fasteners. (Note: The center strut located at 48 In. from the floor will be reserved for 110-volt wire routing.		Will quote with cabinet package
f. Supply (50) "Power Strut" (or equal) 3/8-16 spring loaded channel nuts with each vehicle.		Not quoting
g. Rear Bumper		
a. 12 In. deep with open grate surface	Y	
b. Class IV 2 ½" receiver hitch	Y	
c. 7-way receptacle wired for 2-light trailer. (Red is open, green, and yellow are assigned to stop and turn.) Blue is ignition power for charging trailer battery. Brown is tail. Black is marker.	Y	
d. Electric Brake Control: None	Y	
h. Body Exterior		

a. Windshield: Tinted and bonded.	Y	Rubber gasket mount
b. Cab mirrors: "Velvac" (or equal) Revolution mid-sized 4-way power adjustable and heated mirrors on single pod mounted fixed arms with integral convex sections.	Y	Velvac 2030 Black
c. Rear cross view mirror: 10 In. convex on pod mounted swing arm.	Y	

<p>d. Grab handles:</p> <ol style="list-style-type: none"> 1. Two front 18 In. aluminum located at forward door post approximately 72 In. from ground. 2. Two rear 18 In. aluminum located at rear door posts approximately 72 In. from ground. 	Y	
i. Hood and Front Bumper		
a. Composite lift hood with gas support struts.	N	Riveted aluminum tilt up
b. Protection screen located behind the grille bars.	N	Not available
c. Chassis manufacturer supplied front bumper.	Y	
j. Paint and Decals		
a. Polyurethane single stage paint, DuPont Imron 5000 (or equal), #N0006HN	Y	Azalta single stage N0006HN
k. Exterior Lighting		
a. Headlamps: Halogen	Y	
<p>i. LED Lighting, Includes:</p> <ol style="list-style-type: none"> 1. Front and Rear tail, turn/stop amps. Marker and ID lights 2. Back-up lights 	Y	

b. Mid-side (aft of door pocket) amber turn signal. (Located in the body skirt below the floor.)	Y	
c. Rear license plate lamps (incandescent) with center mounted front and rear license plate holders.	N	Left or Right mount
d. HVAC		
a. Factory installed cab heater, defroster, and air conditioning system.	Y	
b. Ducting and/or louvers for driver and passenger sides.	Y	
18.Electrical and Miscellaneous		
a. Two 12-volt cigar lighter style receptacles in dash for cell phones, etc.	Y	
b. Rubber fender flares and mud flaps	N	Not required on 93" body
19.Warranty		
a. Basic coverage: 12 months or 12,000 miles.	Y	
b. Body Structure, hood, and main panels: 60 months or 50,000 miles	Y	
c. The bidder shall include the manufacturer's warranty statement including "What Is Not Covered" or "Exclusions" in this SOLICITATION. DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection	Y	
d. Warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
Specification Requirements	Bidder Meets Require ments Mark Y or N	Describe Offered Alternatives
Walk-In Step Van – Class 5 (14,001- 19,000 GVWR)		

1. Engine and Equipment		
a. In-line six cylinder, minimum 6.7 Liter displacement, seven main bearings, turbocharged and after-cooled diesel rated 220 Gross Horsepower and 520 Lb./ Ft. Gross Torque. Meets existing Federal EPA regulations.	Y	
b. PTO (Fast Idle) set for 1,000 RPM using cab cruise control set switch	Y	
c. 10-minute automatic engine shut-down except when in PTO (Fast Idle) mode	N	5 MINUTES
d. 270-amp heavy duty pad mounted alternator.	Y	
e. Two group 31 heavy duty 12-volt high cycle batteries rated 1,340 CCA	Y	1400 CCA
f. Automatic shut-down for low oil pressure, low coolant, and high coolant temperature.	Y	
g. Horizontal exhaust and after-treatment system. RH mounted 10-gallon diesel exhaust fluid tank (if EPA10 certified or newer).	Y	
h. Exhaust tailpipe exiting to right side ahead of rear wheels.	N	REAR OF TIRE
i. Fuel water separator with heating element.	Y	
j. Dry air cleaner with restriction indicator.	Y	
k. Forward mounted oil dipstick and transmission fill tubes.	Y	
l. Minimum 680 Sq. In. radiator with plastic surge tank to visually see coolant level.	Y	
m. On/Off type electric engine fan clutch	Y	
n. Ethylene Glycol coolant, pre-mixed with SCA (corrosion inhibitor). 50/50 mix rated -35 degrees F.	Y	
o. Electric cold-start air intake heater.	Y	
p. Heavy duty starter with tungsten contacts and ground stud, "Denso" brand (or equal).	Y	
2. Transmission and Equipment		
a. Allison 1000RDS 5-speed automatic transmission with parking pawl	Y	
b. Synthetic transmission fluid, factory fill, approved by Allison. The dipstick/fill tube shall have a tag showing the brand and type of fluid.	Y	

c. Interface wiring to access neutral signal and PTO functions. Chassis components located to allow installation of a PTO and direct mount pump.	Y	
d. Allison programmed to package #360.	N	OPTION NOT OFFERED
e. T-handle shift selector mounted to right side of steering column on dash with park brake "P" position	Y	
f. Water-to-Oil transmission heat exchanger (oil cooler).	Y	
3. Front Axle and Equipment		
a. 8,000 Lb. rated I-beam	Y	
b. 50-degree wheel-cut angle for maximum maneuverability.	Y	
c. Hydraulic pin-slide disc front brakes. Non-asbestos pads.	Y	
d. Grease type wheel seals.	Y	
e. Power steering rated to axle capacity. 2-quart reservoir with filter and dipstick located outboard the frame rail for easy access.	Y	
f. 7,000 Lb. front leaf springs with rubber bushings, mounted outboard frame rails for maximum stability.	Y	
g. Front sway bar and shock absorbers.	Y	
4. Rear Axle and Equipment		
a. 12,000 Lb. (or greater) single speed.	Y	13000
b. Axle ratio to provide 55 MPH at 80% of engine maximum horsepower RPM.	Y	
c. Automatic traction locking differential. ("Trac-Tech" or equal)	Y	
d. 1710 or 70 series main driveline with safety loops.	Y	
e. Synthetic gear lube as approved by axle manufacturer with tag located at the oil fill plug.	Y	
f. Hydraulic pin-slide disc rear brakes. Non-asbestos pads.	Y	
g. Transmission mounted drum style parking brake.	Y	
h. Parking brake control mounted on dash to left side of steering column with indicator light in instrument panel.	Y	

i. Oil type rear wheel seals.	Y	
j. 12,000 Lb. rear leaf suspension.	Y	
k. Rear sway bar and shock absorbers.	Y	
5. Brake System		
a. Hydraulic 4-sensor, 4-module (4S/4M) antilock system without automatic traction control.	Y	
6. Wheelbase and Frame		
a. 158 In. wheelbase with adequate frame overhang for 14 Ft. van body.	Y	
b. ¼" x 3" x 8" continuous straight channel 50,000 PSI steel rails.	Y	
c. 6.8 In. frame extension so bumper is ahead of grille for maximum protection.	Y	
d. 11 In. "C" channel front bumper with contoured ends.	Y	
e. Two front frame mounted tow hooks	Y	
f. Frame provisions for generator.	Y	
g. Frame pre-drilled for body supports.	Y	
7. Fuel Tank and Equipment		
a. 40 gallons, (compatible with biodiesel) fuel tank located forward and outboard on left frame rail.	Y	
b. Fuel/water separator with electric heat and water-in-fuel indicator light on dash. Davco model 233 (or equal).	Y	
c. Spare fuel supply and return ports in fuel tank for generator.	Y	
8. Tires and Wheels		
a. Size: 225/70R19.5, 12 or 14 Ply	Y	
b. Type: Steel belted radial	Y	
c. Front: (2) highway rib with tread and sidewalls rated for Urban Service.	Y	
d. Rear: (4) traction tread rated for Urban Service.	Y	
e. Wheels: (6) 19.5" x 6.75" 8-stud hub piloted steel 5-hand disc.	N	4 HOLE
f. Hubs: Steel	Y	
g. Spare Tire and Wheel: None	Y	NOT REQUESTED
9. Cab and Miscellaneous Equipment		
a. Dual electric horns.	Y	

b. Factory A/C compressor and 5/8" heater lines for body manufacturer installed HVAC system.	Y	
c. Double-sided heavy duty ignition keys. Five keys per vehicle.	Y	
d. Ignition switch with accessory position.	Y	
e. Chassis power distribution panel with circuit breakers (in-lieu-of fuses).	Y	
f. Adjustable tilting steering column.	Y	
g. 4-spoke "soft-feel" steering wheel.	Y	
h. Electric back-up alarm, 97 decibels or greater.	Y	
i. Cruise control switches on dash to left or right side of steering column.	N	ON STEERING WHEEL SPOKES
j. Instruments and controls:		
• Speedometer	Y	
• Tachometer	Y	
• Oil Pressure Gauge	Y	
• Engine Temperature Gauge	Y	
• Transmission Temperature Gauge	Y	
• Fuel Level Gauge	Y	
• Engine Hour Display or Hour Meter	Y	
• LCD Display linked to J1939 Data Bus for fault codes.	Y	
• Voltmeter Display or Gauge	Y	
• Self-Cancel Turn Signal Switch	Y	
10. Chassis Warranty		
a. Complete Chassis, including starter and alternator: 3 Years/50,000 Miles	Y	
b. Engine: 3 Years/50,000 Miles	Y	
c. Allison Transmission: 3 Years/50,000 Miles	Y	
d. Batteries: 3 Years/50,000 Miles	Y	
e. Towing Coverage: 3 Years/50,000 Miles	Y	
f. All warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
g. Bidder shall include manufacturer's warranty statements in this SOLICITATION. The statements must list "What Is Not Covered" or "Exclusions". DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection.	Y	

11.Walk-In Van Body (Aluminum)		
1.Dimensions		
a. Cargo Floor Length: 168 In. (14 Ft.)	Y	
b. Interior Height: 85 In. (Floor to ceiling).	Y	
c. Interior Width: 86.5 In. (Outside skin to outside skin, aft of front door pockets.)	N	93" width
d. Useable Interior Width: 81 In. (Inside Wall to Wall)	Y	
2. Documentation		
a. Drawings, printed on ANSI size B and in CAD electronic format (universal exchange *.dxf) on CD R/W, showing the exterior and interior body and chassis details shall be submitted with this Solicitation.	Exception	CAD Data available after purchase and NDA
b. Exterior front, rear, left, and right-side views showing height, width, length, location of body stiffeners, lighting, mirrors, windows, step and bumper height. Show with full width roll-up rear door.		
c. Interior front, rear, left, and right-side views showing support structure, interior side walls and cabinet support hardware, bulkhead with sliding door, front seats, worktable and storage, useable inside dimensions, and sliding door pockets. Also show interior lighting.		
d. Front, top and side views of Options including rear door variances, cabinets, work benches, generator compartment, side boxes, etc. showing height, width, and depth and also drawer and shelf dimensions of the cabinets, as called out in the Options section of this SOLICITATION.		
e. None of the above drawings need to have the detail for actual construction of the vehicle or cabinets but are intended to allow the purchaser to determine the external clearances, interior layout, and space available when selecting items from the Option section when ordering each vehicle.		

3. Cab Doors		
a. Sliding type left and right upper door windows	Y	
b. Fixed wing windows between doors and front "A" pillar.	Y	
c. Fixed lower left and right lower door windows.	Y	
d. 100-gauge aluminum door pockets.	Y	
e. "Kason" (or equal) sliding door latches.	Y	
f. "Kason" (or equal) #3412 Key-to-lock exterior handles. (Not push-to-lock). Chrome or black powder coated finish.	Y	
g. Keyed to rear door(s).	N	Maximum security for paddle lock
h. Five door keys per vehicle.	N	4 Keys are standard
4.Rear Door(s)		
a. Full width roll-up.	Y	
b. Aluminum clad panels, white topcoat.	N	Composite door
c. Galvanized steel door hardware.	N	E- coated
d. Center mounted rear door latch with two-point cable or rod-controlled side latches and inside door release handle. Center latch and handle shall be "Kason" (or equal) #0168-01 latch, #0168S outside handle and #1600 inside handle. Keyed to front doors (no exception.) Chrome or black powder coated exterior handle finish.	Exception	2-point latch not available Maximum security at bottom with inside release
e. Door windows: None	Y	
5.Seating		

<p>a. Driver seat:</p> <ul style="list-style-type: none"> • High back, Standard Bucket Seats • Dual arm rests • Heavy duty dark gray or-black cloth covering, such as "DuPont Cordura", or equal. • Sears Magnum 200 series mechanical suspension • Non-tilting seat base • 3-point black lap-shoulder belt system with retractor. 	Y	
<p>b. Passenger seat:</p> <ul style="list-style-type: none"> • High back, Standard Bucket Seats • Dual arm rests • Heavy duty dark gray or black cloth covering, such as "DuPont Cordura", or equal. • Sears Magnum 200 series mechanical suspension • Non-tilting seat base • 3-point black lap-shoulder belt system with retractor. 	Y	
6.Bulkhead		
a. Aluminum with center mounted sliding door.	Y	
b. Blandex lining for bulkhead and sliding door for stiffening.	N	.102" Aluminum
c. Carpet or sound absorbing material on the forward side of the bulkhead.	Y	
d. "Kason" (or equal) sliding door latch. (Non-locking)	Y	
e. "Kason" (or equal) non-locking door handle and interior handle.	Y	
f. Bulkhead positioned at forward cargo "O" line. (Important Note: This location will vary among the	N	Bulkhead @5.5" aft "O" line

vehicles to be ordered and is called out in the Options section.)		
<u>7.Driver Area Equipment</u>		
a. Electric windshield wipers (single motor) with intermittent control.	Y	
b. Sound absorbing (closed cell urethane) full width floor mat with rubber top surface, approximately ½" thick. Metal nosing at exposed edges.	Y	Acoustical floor matting on center floor plate and step risers with aluminum diamond plate trim
c. Diesel sound reduction "package" on firewall and engine access cover.	Y	
d. Dual (left and right) cup holders	Y	
e. AM/FM/CD radio with two speakers and side mounted rubber antenna.	N	AM/FM/BT/Aux
f. Dual sun visors.	Y	
<u>8. Cab Storage and Worktables</u>		
a. Full width overhead shelf without doors.	N	Enclosed aluminum passenger storage door
b. Worktable extending from instrument panel to right side with 1 In. lip.	Y	
c. Pocket on face of engine cover.	Y	
<u>9. Interior Lighting</u>		
a. Cab domes: One 18-In. LED, centered.	Y	
b. Cargo domes: Three 18-In. LED recessed in the roof down center.	Y	
c. Switches for front and rear domes located on instrument panel. Additional switch at right rear cargo door post for cargo dome lights.	Y	
<u>10. Roof</u>		
a. Aluminum roof, .040 Gauge, seamless.	Y	
b. Roof bows on 8 In. centers (except at roof vent).	N	Bows on 12" centers

c. Roof bows attached to roof with industrial adhesive to reduce noise.	Y	
d. 12-volt power roof vent and skylight assembly located in the center (approximately) of the cargo area. Shall include a Maxxair roof vent cover.	Y	
e. Interior roof liner, .022 Gauge embossed finish with insulation (R4).	Y	
11. Floor		
a. Extruded aluminum interlocking plank construction.	Y	
b. Diamond aluminum tread plate down center isle and full width from wheel boxes to end of cargo area. Tread plate plug welded to the floor for noise reduction.	Y	Hucked not welded
c. Access panel in floor for fuel tank sending unit.	Y	
12. Side and Rear Walls		
a. Aluminum exterior side panels, .125 Gauge upper and lower sheets.	N	.102" thick
b. Heavy duty 2 In. deep wall studs placed on 24 In. centers aft of the door pockets.	N	Heavy duty aluminum hat stiffeners
c. 5/8 thick plywood or particle board with durable white composite covering or vinyl covering.	N	½" Kemply
d. 2 In. foam (polystyrene) or fiberglass insulation between the wall studs. If foam panels are used, then they must be glued to the exterior wall for noise control.	N	1" polystyrene not glued
e. Grid style cabinet anchor system: Five galvanized steel cabinet support/anchor struts, "Power Strut" (or equal) #500 or #520 running horizontally between front door pockets and end of cargo area to accept "Power Strut" (or equal) 3/8 In. spring loaded channel nuts. Channels accurately spaced 16 In. apart starting from the floor. Support/anchor struts recessed among the inner	N	Will quote with cabinet package

wall boards with a maximum protrusion of 1/16 In. Support/anchor struts riveted or bolted to the wall studs with proper fasteners for maximum pull strength. Industrial adhesive is also suggested in combination with the fasteners. (Note: The center strut located at 48 In. from the floor will be reserved for 110-volt wire routing.		
f. Supply (50) "Power Strut" (or equal) 3/8-16 spring loaded channel nuts with each vehicle.		Not Quoting
13. Rear Bumper		
a. 12 In. deep with open grate surface.	Y	
b. Class IV 2 1/2" receiver hitch	Y	
c. 7-way receptacle wired for 2-light trailer. (Red is open, green, and yellow are assigned to stop and turn.) Blue is ignition power for charging trailer battery. Brown is tail. Black is marker.	Y	
d. Electric Brake Control: None	Y	
14. Body Exterior		
a. Windshield: Tinted and bonded.	Y	Rubber gasket mount
b. Cab mirrors: "Velvac" (or equal) Revolution mid-sized 4-way power adjustable and heated mirrors on single pod mounted fixed arms with integral convex sections.	N	Velvac 2030 Black
c. Rear cross view mirror: 10 In. convex on pod mounted swing arm.	Y	

d. Grab handles: <ul style="list-style-type: none"> a. Two front 18 In. aluminum located at forward door post approximately 72 In. from ground. b. Two rear 18 In. aluminum located at rear door posts approximately 72 In. from ground. 	Y	
15. Hood and Front Bumper		
a. Composite lift up hood with gas support struts.	N	Riveted aluminum tilt up hood
b. Protection screen located behind the grille bars.	N	Not available
c. Chassis manufacturer supplied front bumper.	Y	
16. Paint and Decals		
a. Polyurethane single stage paint, DuPont Imron 5000 (or equal), #N0006HN Arctic White (or equal).	Y	Axalta single stage N0006HN
17. Exterior Lighting		
a. Headlamps: Halogen	Y	
b. Daytime Running Lights: No	Y	
a. LED Lighting, Includes: <ul style="list-style-type: none"> • Front and Rear tail, turn/stop lamps. • Marker and ID lights • Back-up lights 	Y	

c. Mid-side (aft of door pocket) amber turn signal. (Located in the body skirt below the floor.)	Y	
d. Rear license plate lamps (incandescent) with center mounted front and rear license plate holders.	Y	Front plate left or right mount
18. HVAC		
a. Factory installed cab heater, defroster, and air conditioning system.	Y	
b. Ducting and/or louvers for driver and passenger sides.	Y	
19. Electrical and Miscellaneous		
a. Two 12-volt cigar lighter style receptacles in dash for cell phones, etc.	Y	
b. Rubber fender flares and mud flaps		

20. Warranty		
a. Basic coverage: 12 months or 12,000 miles.	Y	
b. Body Structure, hood, and main panels: 60 months or 50,000 miles.	Y	
c. The bidder shall include the manufacturer's warranty statement including "What Is Not Covered" or "Exclusions" in this SOLICITATION. DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection.	Y	
d. Warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
Specification Requirements Walk-In Step Van - Class 6 (19,001- 25,500 GVWR)	Bidder Meets Requirements Mark Y or N	
<u>Stripped Van Chassis</u>		
<u>1.Engine and Equipment</u>		
a. In-line six cylinder, minimum 6.7 Liter displacement, seven main bearings, turbocharged and after-cooled diesel rated 220 Gross Horsepower and 520 Lb./ Ft. Gross Torque. Meets Newer Federal EPA regulations.	Y	
b. Cummins turbo brake	Y	
c. PTO (Fast Idle) set for 1,000 RPM using cab cruise control set switch.	Y	
d. 10-minute automatic engine shut-down except when in PTO (Fast Idle) mode.	N	5 MINUTES
e. 320-amp heavy duty pad mounted alternator with heavy duty wiring harness.	N	NOT AVAILABLE AT PRESENT WILL ADVISE

f. Two group 31 heavy duty 12-volt high cycle batteries rated 1,340 CCA.	Y	1400 CCA
g. Automatic shut-down for low oil pressure, low coolant, and high coolant temperature.	Y	
h. Horizontal exhaust system.	Y	
i. Exhaust tailpipe exiting to right side ahead of rear wheels.	N	AFT
j. Fuel water separator with heating element.	Y	
k. Dry air cleaner with restriction indicator.	Y	
l. Forward mounted oil dipstick and transmission fill tubes.	Y	
m. 680 Sq. In. radiator with plastic surge tank to visually see coolant level.	Y	
n. On/Off type electric engine fan clutch.	Y	
o. Ethylene Glycol coolant, pre-mixed with SCA (corrosion inhibitor). 50/50 mix rated -35 degrees F.	Y	
p. Gates "Blue Stripe" main coolant hoses.	Y	
q. Electric cold-start air intake heater.	Y	
r. Heavy duty starter with tungsten contacts and ground stud, "Denso" brand (or equal).	Y	
s. Engine block heater wired to shore power receptacle with switch for summer use.	N	HEATER RECEPTACLE TO BE MOUNTED BY BODY COMPANY. NO "SUMMER" SWITCH.
2. Transmission and Equipment		
a. Allison 2200RDS 5-speed automatic transmission.	Y	
b. Synthetic transmission fluid, factory fill, approved by Allison. The dipstick/fill tube shall have a tag showing the brand and type of fluid.	Y	

c. Interface wiring to access neutral signal and PTO functions. Chassis components located to allow installation of PTO with direct mounted hydraulic pump.	Y	
d. Allison programmed to package #360.	N	NO PROGRAMMING OPTION
e. T-handle shift selector mounted to right side of steering column on dash with park brake "P" position.	Y	
f. Water-to-Oil transmission heat exchanger (oil cooler).	Y	
3. Front Axle and Equipment		
a. 8,000 Lb. rated I-beam.	Y	
b. 50-degree wheel-cut angle for maximum maneuverability.	Y	
c. 15" x 5" drum front brakes. Non-asbestos pads.	N	NOT AVAILABLE WITH 22.5 WHEELS
d. Grease type wheel seals.	Y	
e. Power steering rated to axle capacity. 2-quart reservoir with filter and dipstick located outboard the frame rail for easy access.	Y	
f. 8,000 Lb. front leaf springs with rubber bushings.	Y	
g. Front shock absorbers.	Y	
4. Rear Axle and Equipment		
a. 17,500 Lb. (or greater) single speed.	Y	20,000 REQUIRED FOR AIR SUSPENSION, AIR BRAKE AND OTHER COMPONENTS
b. Axle ratio to provide 55 MPH at 80% of engine maximum horsepower RPM.	Y	
c. Automatic traction locking differential. ("Trac-Tech" or equal)	Y	
d. 1710 or 70 series main driveline with safety loops.	N	SPICER SPL70XS

e. Synthetic gear lube as approved by axle manufacturer with tag located at the oil fill plug.	Y	
f. 15" x 8.62" drum rear brakes. Non-asbestos pads.	N	16.5X7 REQUIRED FOR 22.5 WHEELS FOR AIR SUSPENSION
g. Rear axle mounted piggyback style spring parking brakes.	Y	
h. Parking brake control mounted on dash to right side of steering column with indicator light in instrument panel. Transmission control will apply parking brakes when in the "P" position.	Y	
i. Oil type rear wheel seals.	Y	
j. 18,000 Lb. rear air suspension.	Y	
k. Rear shock absorbers.	Y	
5. Brake System		
a. Full air, 4-sensor, 4-module (4S/4M) antilock system without automatic traction control.	Y	
6. Wheelbase and Frame		
a. Wheelbase to provide adequate frame overhang for 16 Ft. van body.	Y	
b. 5/16" x 3" x 10" continuous straight channel 50,000 PSI steel rails.	Y	
c. 6.8 to 7.7 In. frame extension so bumper is ahead of grille for maximum protection.	Y	
d. 11 In. "C" channel front bumper with contoured ends.	Y	
e. Two front frame mounted tow hooks.	Y	
f. Frame provisions for generator.	Y	
Frame pre-drilled for body supports.	Y	
7. Fuel Tank and Equipment		
60 gallons, (compatible with biodiesel) fuel tank located between the frame rails.	Y	

Fuel tank sender access cover in floor covered in rubber diamond plate overlay.	N	BODY COMPANY TO PROVIDE
Fuel/water separator with electric heat and water-in-fuel indicator light on dash. Davco model 233 (or equal).	Y	
Spare fuel supply and return ports in fuel tank for generator.	Y	
8. Tires and Wheels		
Size: 245/70R19.5, 14 or 16 Ply	N	22.5 WHEELS/TIRES FOR 18,000 REAR AIR SUSPENSION
Type: Steel belted radial	Y	
Front: (2) highway rib with tread and sidewalls rated for Urban Service.	Y	
Rear: (4) traction tread rated for Urban Service.	Y	
Wheels: (6) 19.5" x 7.50" 8-stud hub piloted steel 5-hand disc.	N	22.5 WHEELS/TIRES FOR 18,000 REAR AIR SUSPENSION
Hubs: Steel	Y	
Full size spare Tire and Wheel:	Y	
9. Cab and Miscellaneous Equipment		
Dual electric horns.	Y	
Factory A/C compressor and 5/8" heater lines for body manufacturer installed HVAC system.	Y	
Double-sided heavy duty ignition keys. Five keys per vehicle.	Y	
Ignition switch with accessory position.	Y	
Chassis power distribution panel with circuit breakers (in-lieu-of fuses).	Y	
Adjustable tilting steering column.	Y	
4-spoke "soft-feel" steering wheel.	Y	
Electric back-up alarm, 97 decibels or greater.	Y	
	N	ON STEERING WHEEL SPOKES.

Cruise control switches on dash to right side of steering column.		
Instruments and controls:		
Speedometer	Y	
Tachometer	Y	
Oil Pressure Gauge	Y	
Engine Temperature Gauge	Y	
Transmission Temperature Gauge	Y	
Fuel Level Gauge	Y	
Engine Hour Display or Hour Meter	Y	
LCD Display linked to J1939 Data Bus for fault codes.	Y	
Voltmeter Display or Gauge	Y	
Self-Cancel Turn Signal Switch	Y	
10. Chassis Warranty		
Complete Chassis, including starter and alternator: 3 Years/50,000 Miles	Y	
Engine: 3 Years/50,000 Miles	Y	
Allison Transmission: 3 Years/50,000 Miles	Y	
Batteries: 3 Years/50,000 Miles	Y	
Towing Coverage: 3 Years/50,000 Miles	Y	
All warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
Bidder shall include manufacturer's warranty statements in this SOLICITATION. The statements must list "What Is Not Covered" or "Exclusions". DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection.	Y	
11. Walk-In Van Body (Aluminum)		
1. Dimensions		
Cargo Floor Length: 192 In. (16 Ft.)	Y	
Interior Height: 85 In. (Floor to ceiling).	Y	

Interior Width: 93.5 In. (Outside skin to outside skin, aft of front door pockets.)	N	93" inside skin to skin
Useable Interior Width: 88 In. (Inside Wall to Wall)	N	90" useable space
2.Documentation		
<p>Drawings, printed on ANSI size B and in CAD electronic format (universal exchange *.dxf) on CD R/W, showing the exterior and interior body and chassis details shall be submitted with this SOLICITATION, including:</p> <p>Exterior front, rear, left, and right-side views showing height, width, length, location of body stiffeners, lighting, mirrors, windows, step and bumper height. Show with full width roll-up rear door.</p> <p>Interior front, rear, left, and right-side views showing support structure, interior side walls and cabinet support hardware, bulkhead with sliding door, front seats, worktable and storage, useable inside dimensions, and sliding door pockets. Also show interior lighting.</p> <p>Front, top and side views of Options including rear door variances, cabinets, work benches, generator compartment, side boxes, etc. showing height, width, and depth and also drawer and shelf dimensions of the cabinets, as called out in the Options section of this SOLICITATION.</p> <p>None of the above drawings need to have the detail for actual construction of the vehicle or cabinets but are intended to allow the purchaser to determine the external clearances, interior layout and space available when selecting items from the Option section when ordering each vehicle.</p>	Y	CAD data available after purchase and when NDA is on file
3. Cab Doors		
Sliding type left and right upper door windows	Y	
Fixed wing windows between doors and front "A" pillar.	Y	Only available with roll up windows
Fixed lower left and right lower door windows.	Y	Passenger side only
.100-gauge aluminum door pockets.	Y	.102" thick
"Kason" (or equal) sliding door latches.	Y	

"Kason" (or equal) #3412 Key-to-lock exterior handles. (Not push-to-lock). Chrome or black powder coated finish.	Y	
Keyed to rear door(s).	Y	
Five door keys per vehicle.	N	4 keys standard
4. Rear Door(s)		
Standard 2 – panel center swing door, 40-in opening	N	Twin 19" swing doors 38" opening
Double door windows	Y	
Galvanized steel door hardware. Keyed to front doors (no exception.) latch and handle shall be "Kason" (or equal) chrome or black powder coated exterior handle finish.	Y	
5.Seating		
<p>Driver seat:</p> <p>High back, Standard Bucket Seat – Sears Magnum 200</p> <p>Dual arm rests</p> <p>Heavy duty dark gray or black cloth covering, such as "DuPont Cordura", or equal.</p> <p>Mechanical suspension</p> <p>Non-tilting seat base</p> <p>3-point High Visibility Orange lap-shoulder belt system with retractor.</p>	Y	
<p>Passenger seat:</p> <p>High back Standard Bucket Seat Sears Magnum 200</p> <p>Dual arm rests</p> <p>Heavy duty dark gray or black cloth covering, such as "DuPont Cordura", or equal.</p> <p>Mechanical suspension</p> <p>Non-tilting seat base</p> <p>3-point High Visibility Orange lap-shoulder belt system with retractor.</p> <p>Passenger seat to be mounted in 8-1n. set-back location</p>	Y	
6. Bulkhead		

Aluminum with center mounted locking sliding door keyed to front doors.	Y	
Window in sliding bulkhead door.	Y	
Blandex lining for bulkhead and sliding door for stiffening.	Y	.102" thick
Carpet or sound absorbing material on the forward side of the bulkhead.	Y	
"Kason" (or equal) sliding door latch.	Y	
"Kason" (or equal) non-locking door handle and interior handle.	Y	
Bulkhead positioned aft of door pocket to accommodate optional 3 rd seat and locker installation. (Important Note: This location will vary among the vehicles to be ordered and is called out in the Additional Equipment,	Y	
7. Driver Area Equipment		
Electric windshield wipers (single motor) with intermittent control.	Y	
Sound absorbing (closed cell urethane) full width floor mat with rubber top surface, approximately ½" thick. Metal nosing at exposed edges.	Y	Acoustical floor matting on center floor plate and step risers with aluminum diamond plate trim
Diesel sound reduction "package" on firewall and engine access cover.	Y	
AM/FM/CD radio with two speakers and side mounted rubber antenna.	Y	AM/FM/BT/AUX
Dual (left and right) cup holders	Y	
Dual sun visors.	Y	
8. Cab Storage and Worktables		
Full width overhead shelf without doors.	N	Enclosed aluminum passenger storage door
Worktable extending from instrument panel to right side with 1 In. lip.	Y	

Pocket on face of engine cover.	Y	
9. Interior Lighting		
Cab dome: One 18-In. recessed LED rectangular light with dash switch	Y	
Cargo domes: Three 18-In. recessed LED rectangular lights equally spaced down center aisle.	Y	
Switches for front and rear domes located on instrument panel. Additional switch at right rear cargo door post for cargo dome lights.	Y	
10. Roof		
Aluminum roof, .040 Gauge, seamless.	Y	
Roof bows on 8 In. centers (except at roof vent).	N	Bows on 12" centers
Roof bows attached to roof with industrial adhesive to reduce noise.	Y	
12-volt power roof vent and skylight assembly located in the center (approximately) of the cargo area.	Y	
Vent covers for 12-volt power roof vent.	Y	
Interior roof liner, .022 Gauge embossed finish with insulation (R4).	Y	
11. Floor		
Extruded aluminum interlocking plank construction.	Y	
Diamond aluminum tread plate down center isle and full width from wheel boxes to end of cargo area. Tread plate plug welded to the floor for noise reduction.	Y	Hucked not welded
Access panel in floor for fuel tank sending unit.	Y	
12. Side and Rear Walls		
Aluminum exterior side panels, .125 Gauge upper and lower sheets.	N	.102" thick
Heavy duty 2 In. deep wall studs placed on 24 In. centers aft of the door pockets.	N	Heavy duty aluminum hat stiffeners 1.5"
5/8 In. thick plywood with Kimlite covering. Boards with durable white covering may be provided if Power Struts are installed locally.	N	½" kempler liner

2 In. foam (polystyrene) or fiberglass insulation between the wall studs. If foam panels are used, then they must be glued to the exterior wall for noise control.	N	1" polystyrene not glued
Grid style cabinet anchor system: Five galvanized steel cabinet support/anchor struts, "Power Strut" (or equal) #500 or #520 running horizontally between front door pockets and end of cargo area to accept "Power Strut" (or equal) 3/8 In. spring loaded channel nuts. Channels accurately spaced 16 In. apart starting from the floor. Support/anchor struts recessed among the inner wall boards with a maximum protrusion of 1/16 In. Support/anchor struts riveted or bolted to the wall studs with proper fasteners for maximum pull strength. Industrial adhesive is also suggested in combination with the fasteners. (Note: The center strut located at 48 In. from the floor will be reserved for 110-volt wire routing.		Will quote with cabinet package
Supply (50) "Power Strut" (or equal) 3/8-16 spring loaded channel nuts with each vehicle.		Not available
13. Rear Bumper		
12 In. deep with open grate surface.	Y	
Class IV 2 1/2" receiver hitch	Y	
7-way receptacle wired for 2-light trailer. (Red is open, green, and yellow are assigned to stop and turn.) Blue is ignition power for charging trailer battery. Brown is tail. Black is marker.	Y	
Electric Brake Control: None	Y	
14. Body Exterior		
Windshield: Tinted and bonded.	Y	Rubber gasket mount
Cab mirrors: "Velvac" (or equal) Revolution medium profile 4-way power adjustable and heated mirrors on single pod mounted fixed arms with integral convex sections.	Y	Velvac 2030 Black
Rear cross view mirror: 10 In. convex on pod mounted swing arm.	Y	
d. Grab handles:	Y	

Two front 18 In. aluminum located at forward door post approximately 72 In. from ground. Two rear 18 In. aluminum located at rear door posts approximately 72 In. from ground.		
15. Hood and Front Bumper		
Composite lift hood with gas support struts.	N	Riveted aluminum tilt up hood
Protection screen located behind the grille bars.	N	Not available
Chassis manufacturer supplied front bumper.	Y	
16. Paint and Decals		
Polyurethane single stage paint, DuPont Imron 5000 (or equal), #N0006HN Arctic White (or equal).	Y	Axalta single stage N0006HN
17. Exterior Lighting		
Headlamps: Halogen	Y	
Daytime Running Lights: No	Y	
LED Lighting, Includes: Front and Rear tail, turn/stop lamps. Marker and ID light Back-up lights		
Mid-side (aft of door pocket in lower skirt) amber turn signal.	Y	
Rear license plate lamps (incandescent) with center mounted front and rear license plate holders.	N	Right or left front plate mount
18.HVAC		
Factory installed cab heater, defroster, and air conditioning system.	Y	
Ducting and/or louvers for driver and passenger sides.	Y	
19. Electrical and Miscellaneous		
Two 12-volt cigar lighter style receptacles in dash for cell phones, etc.	Y	
Rubber fender flares and mud flaps	N	Not required with 93" wide body

Remote battery jumps studs installed under the hood on curb side inner fender.	N	
20. Warranty		
Basic coverage: 12 months or 12,000 miles.	Y	
Body Structure, hood, and main panels: 60 months or 50,000 miles.	Y	
The bidder shall include the manufacturer's warranty statement including "What Is Not Covered" or "Exclusions" in this SOLICITATION. DES reserves the right to reject a bid that, in DES's sole discretion, includes a warranty that provides inadequate protection.	Y	
Warranties are for 100% parts and labor during the specified time or mileage limits.	Y	
21. Light Options		
Electric drivetrain sufficient for vocational operations.	Y	
Components including motors, inverters, controllers, transmissions, and energy storage shall be suitable for use on class 4 through 6 on-road trucks, weighing up to 26,000 lbs. GVWR	Y	
Fossil fuel burning components not permitted (i.e., ICE, diesel fired heaters, range extenders).	Y	
81in High ILO 85in High	Y	
Small Bulkhead behind driver's seat	Y	
Full Width overhead compartment with doors ILO std overhead	Y	
No Passenger Seat or Seat Belt	Y	
Vinyl Seat Covering ILO Cloth	Y	
3rd seat, non-suspension, fixed pedestal. Vinyl covering. Will come with 3-point black seat belt.	Y	
Wall Studs in 16-in Spacing ILO 24-in Spacing	Y	
Doors for Std Overhead Tray/Shelf	Y	
Onan QD-5000 2 cyl Belt Drive Generator	Y	
Floor Mtd Generator Enclosure	Y	

Shore Power Wiring with Auto transfer Switch and Receptacle	Y	
Replace Batteries with (2) 2300CCA Odyssey Brand PC2150	Y	
Engine Block Heater move to above bumper at rear	Y	
Fold Down 24in W step for HD Bumper Center Mtd	Y	
Std Rear Bumper without Trailer Hitch	Y	
Ladder Rack on Roof	Y	
Access Ladder Rear Door	Y	
Special Wheel Chock Holder	Y	
Additional LED Stop Turn Taillights Rear Structure	Y	
Brigade White Noise Self Adjusting Backup Alarm	Y	
No Diamond Plate Overlay Cargo Area	Y	
Ribbed Rubber Floor Mat Center Isle Only ILO Tread Plate	Y	
Safety Tread Covering on Entry Steps (Comp. Mat. ILO Diam. Plate	Y	
No Plywood lining or insulation	Y	
Exterior Paint, Yellow School Bus Chrome Paint N0938HNW Code	Y	
Roof mounted A/C with Cover	Y	
Delete Powered Roof Vent in cargo area	Y	
QTY 1 Additional Roof Vent with Fan	Y	
30W x 12H x 20D Low Profile Exterior Cabinet	Y	
Chassis Shop and Parts Manuals CD Rom	Y	
Extended Warranty 5yr 100K Mile Ext Chassis, Eng, Trans	Y	

CATEGORY 2 ELECTRIC VEHICLE -TECHNICAL SPECIFICATIONS

Walk-In Step Vans Class 6 (19,001- 23,000 GVWR)	Bidder Meets Requirements Mark Y or N	
BATTERY TECHNOLOGY		
a. Lithium-iron Traction batteries shall be latest lithium-ion battery technology approved for vehicle applications	Y	
WHEELBASE		
178", 208"	Y & Y	
BRAKES		
4-wheel hydraulic disc with regenerative braking	Y	
DRIVING RANGE		
a. 150-200 mil/240-273 km at full GVWR.	N	PROJECTED 120-170 Mile Range
MAX SPEED		
a. 68/70 mph or 110 km/H at full 23,000 lbs. GVWR	Y	
HVAC SYSTEM		
Heating and ventilation with windshield defrost. A/C optional	Y	
PEAK MOTOR TORQUE RATING		
2,400 Nm/1,770 ft-lbs.	N	2200Nm (1622FT-FT)
DRIVE SYSTEM		
Zero- emission all-electric Proterra drive technology	Y	
BATTERY CAPACITY		
226 or 237 KWh industrial grade liquid -cooled lithium-ion-battery	Y	
CHARGING		

Full charge in 3.5 hours with 60kw charger or 108 hours with 150kw DC fast charging.	N	FULL CHARGE 8 HOURS W/STD SAE J1772 LEVEL 2 CHARGER. 2 HOURS TO 80% W/STD SAE J1778 LEVEL 2 2 HRS TO 80% STANDARD OPERATING CHARGE W/SEA J1772 CCS-1 DC FAST CHARGING
OPERATING TEMPERATURE		
-40 F to 120 F/-40C to 49C	Y	
WARRANTY		
Drive and Battery: 8 years or 150,000 ml/240,000 km, whichever comes first.	Y	
SAFETY		
Complies with or exceeds all US and Canadian requirements	Y	
CERTIFICATIONS		
Meet all applicable US Federal national standards.	Y	
OPTIONS		
Traction batteries shall be latest lithium-ion battery technology approved for vehicle applications.	N	NO OPTIONS CURRENTLY AVAILABLE
Battery size options shall fit utilization requirements. Provide size options in bid response. Battery capacity may need to be identified upon award of contract.	N	NO OPTIONS CURRENTLY AVAILABLE
Inverter charger should be integrated into the vehicle	N	BODY COMPANY OPTION IF AVAILABLE
System should be designed to allow for "opportunity charging." Opportunity charging allows the vehicle to charge for short periods of time during the day while the vehicle is not being used.	Y	
Battery state of charge indicator shall be visible to operator from driver's seat.	Y	

Peak shaving, smart grid and vehicle-to-grid technologies preferred.	Y	
EVSE equipment shall be included with the vehicle pricing if proprietary and equipment provided by vendor. Vehicles using standard charging protocols need not submit charger pricing, i.e., J1772, CCS2, CHAdeMO, etc. Please state required charging protocol(s)	STD SAEJ177 2 LEVEL 2	

PRICES FOR GOODS/SERVICES

Category	Item 1-Internal Combustion Engine	Description	Discount Percentage
Category 1	Side Entry	10,000 -14,000 GVWR	24%
	Side Entry	14,001- 19,000 GVWR	24%
	Side Entry	19,001- 25,500 GVWR	24%
	Commonly Configured Van		0%
	Item 2- Internal Combustion Engine		
	Rear Entry	10,000 -14,000 GVWR	24%
	Rear Entry	14,001- 19,000 GVWR	24%
	Rear Entry	19,001- 25,500 GVWR	24%
	Commonly Configured Van		0%
Category 2			
	Item 1-Electric Vehicle		
	Side Entry	19,001-22,000 GVWR	29%
	Item 2-Electric Vehicle		
	Rear Entry	19,001-22,000 GVWR	29%

Links to MSRP Catalog:

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-diesel-mt55-18-body.pdf>

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-mt45-gas-16.pdf>

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-mt50e-electric-16-body.pdf>

INSURANCE REQUIREMENTS

1. **INSURANCE OBLIGATION.** During the Term of this Statewide Contract, Contractor shall possess and maintain in full force and effect, at Contractor's sole expense, the following insurance coverages:
 - a. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability insurance (and, if necessary, commercial umbrella liability insurance) covering bodily injury, property damage, products/completed operations, personal injury, and advertising injury liability on an 'occurrence form' that shall be no less comprehensive and no more restrictive than the coverage provided by Insurance Services Office (ISO) under the most recent version of form CG 00 01 in the amount of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. This coverage shall include blanket contractual liability coverage. This coverage shall include a cross-liability clause or separation of insured condition.
 - b. **WORKERS' COMPENSATION INSURANCE.** Contractor shall comply with applicable Workers' Compensation or Industrial Accident insurance providing benefits as required by law.
 - c. **EMPLOYERS' LIABILITY (STOP GAP) INSURANCE.** Employers' liability insurance (and, if necessary, commercial umbrella liability insurance) with limits not less than \$1,000,000 each accident for bodily injury by accident, \$1,000,000 each employee for bodily injury by disease, and \$1,000,000 bodily injury by disease policy limit.

The insurance coverage limits set forth herein are the minimum. Contractor's insurance coverage shall be no less than the minimum amounts specified. Coverage in the amounts of these minimum limits, however, shall not be construed to relieve Contractor from liability more than such limits. Contractor waives all rights against the State of Washington for the recovery of damages to the extent such damages are covered by any insurance required herein.

2. **INSURANCE CARRIER RATING.** Coverages provided by Contractor must be underwritten by an insurance company deemed acceptable to the State of Washington's Office of Risk Management. Insurance coverage shall be provided by companies authorized to do business within the State of Washington and rated A- Class VII or better in the most recently published edition of Best's Insurance Rating. Enterprise Services reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.
3. **ADDITIONAL INSURED.** Commercial General Liability, Commercial Automobile Liability, and Pollution Liability Insurance shall include the State of Washington and all authorized Purchasers (and their agents, officers, and employees) as Additional Insureds evidenced by copy of the Additional Insured Endorsement attached to the Certificate of Insurance on such insurance policies.
4. **CERTIFICATE OF INSURANCE.** Prior to execution of the Contract, Contractor shall furnish to Enterprise Services, as evidence of the insurance coverage required by this Contract, a certificate of insurance satisfactory to Enterprise Services that insurance, in the above-stated kinds and minimum amounts, has been secured. In addition, no less than ten (10) calendar days prior to coverage expiration, Contractor shall furnish to Enterprise Services an updated or renewed

certificate of insurance, satisfactory to Enterprise Services, that insurance, in the above-stated kinds and minimum amounts, has been secured. Failure to maintain or provide proof of insurance, as required, will result in contract cancellation. **All policies and certificates of insurance shall include the Contract number stated on the cover of this Contract.** All certificates of Insurance and any related insurance documents shall be delivered to Enterprise Services by U.S. mail, postage prepaid, or sent via email, and shall be sent to the address or email address set forth below or to such other address or email address as Enterprise Services may specify in writing:

US Mail: Contracts & Procurement – Statewide Contract Insurance Certificate
Contract No.14022 –Walk-In Step Vans
Attn: Maple Team
Washington Dept. of Enterprise Services
PO Box 41411
Olympia, WA 98504-1411

Email: DESContractsTeamMaple@des.wa.gov

Note: For Email notice, the Email Subject line must state:
Contract Insurance Certificate – Contract No. 14022 –Walk-In Step Vans

5. **PRIMARY COVERAGE.** Contractor's insurance shall apply as primary and shall not seek contribution from any insurance or self-insurance maintained by, or provided to, the additional insureds listed above including, at a minimum, the State of Washington and/or any Purchaser. All insurance or self-insurance of the State of Washington and/or Purchasers shall be excess of any insurance provided by Contractor or subcontractors.
6. **SUBCONTRACTORS.** Contractor shall include all subcontractors as insureds under all required insurance policies. Alternatively, prior to utilizing any subcontractor, Contractor shall cause any such subcontractor to provide insurance that complies with all applicable requirements of the insurance set forth herein and shall furnish separate Certificates of Insurance and endorsements for each subcontractor. Each subcontractor must comply fully with all insurance requirements stated herein. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.
7. **WAIVER OF SUBROGATION.** Contractor waives all rights of subrogation against the State of Washington and any Purchaser for the recovery of damages to the extent such damages are or would be covered by the insurance specified herein.
8. **NOTICE OF CHANGE OR CANCELLATION.** There shall be no cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage, either in whole or in part, without at least sixty (60) calendar days prior written Legal Notice by Contractor to Enterprise Services. Failure to provide such notice, as required, shall constitute default by Contractor. Any such written notice shall include the Contract number stated on the cover of this Contract.
9. **EXTENDED REPORTING PERIOD.** If any required insurance coverage is on a claims-made basis (rather than occurrence), Contractor shall maintain such coverage for a period of no less than three (3) years following expiration or termination of the Contract.

* * * END OF INSURANCE REQUIREMENTS * * *

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	14022
Gordon Truck Centers, Inc dba Freightliner Northwest 600 South 56 th Place Ridgefield WA, 98642	Amendment No.:	1
	Effective Date:	November 1, 2024

FIRST AMENDMENT

TO

CONTRACT NO. 14022

WALK IN STEP VANS

This First Amendment (“Amendment”) to Contract No. 14022 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and Gordon Truck Centers, Inc dba Freightliner Northwest, a Washington Corporation (“Contractor”) and is dated as of November 1, 2024.

RECITALS

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain Contract No. 14022 dated effective as of October 2, 2023 (“Contract”).
- B. The Parties now desire to amend the Contract to include a ‘pay equality provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 475](#), § 919(4).
- C. The Parties further desire to amend the Contract to include a ‘nondiscrimination provision’ as required by the Washington State Legislature. See [LAWS OF 2023, ch. 468](#) [codified at [RCW 39.26.245\(3\)](#) and [RCW 49.60.530](#)].
- D. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **PAY EQUALITY.** The following provision is added to the end of section 4 (Contractor Representation and Warranties) as a new subsection:
 - 4.21 **WASHINGTON STATE PAY EQUALITY FOR ‘SIMILARLY EMPLOYED’ INDIVIDUALS.** Contractor represents and warrants that, among Contractor’s employees, ‘similarly employed’ individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are

not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential. Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NONDISCRIMINATION. The following provision is added to the end of section 18(General Provisions) as a new subsection:

18.23 NONDISCRIMINATION.

- (a) Nondiscrimination Requirement. During the term of this Contract, beginning as of the effective date of this Amendment, Contractor, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Contractor, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which Contractor, or subcontractor, has a collective bargaining or other agreement.
- (b) Obligation to Cooperate. Contractor, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Contractor, including any subcontractor, has engaged in discrimination prohibited by this Contract pursuant to RCW 49.60.530(3).
- (c) Default. Notwithstanding any provision to the contrary, Enterprise Services may suspend Contractor, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until Enterprise Services receives notification that Contractor, including any subcontractor, is cooperating with the investigating state agency. In the event Contractor, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), Enterprise Services may terminate this Contract in whole or in part, and Contractor, subcontractor, or both, may be referred for debarment as provided in

RCW 39.26.200. Contractor or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

(d) Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Contract termination or suspension for engaging in discrimination, Contractor, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Enterprise Services and/or Purchasers shall have the right to deduct from any monies due to Contractor or subcontractor, or that thereafter become due, an amount for damages Contractor or subcontractor will owe Enterprise Services and/or Purchasers for default under this provision.

3. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
6. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.
8. EXECUTED AND EFFECTIVE as of the day and date first above written.

**GORDON TRUCK CENTERS, INC DBA FREIGHTLINER
NORTHWEST, A WASHINGTON CORPORATION**

By: *Doug Wakefield*
Doug Wakefield (Nov 1, 2024 09:50 PDT)
Name: Doug Wakefield
Title: _____
Date: Nov 1, 2024

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Michellee M. Jemmott*
Name: Michellee Jemmott
Title: Procurement Supervisor
Date: Nov 4, 2024

PRICES FOR GOODS/SERVICES

Category	Item 1-Internal Combustion Engine	Description	Discount Percentage
Category 1	Side Entry	10,000 -14,000 GVWR	24%
	Side Entry	14,001- 19,000 GVWR	24%
	Side Entry	19,001- 25,500 GVWR	24%
	Commonly Configured Van		0%
	Item 2- Internal Combustion Engine		
	Rear Entry	10,000 -14,000 GVWR	24%
	Rear Entry	14,001- 19,000 GVWR	24%
	Rear Entry	19,001- 25,500 GVWR	24%
	Commonly Configured Van		0%
Category 2			
	Item 1-Electric Vehicle		
	Side Entry	19,001-22,000 GVWR	29%
	Item 2-Electric Vehicle		
	Rear Entry	19,001-22,000 GVWR	29%

Links to MSRP Catalog:

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-diesel-mt55-18-body.pdf>

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-mt45-gas-16.pdf>

<https://www.freightlinernorthwest.com/des-14022-walk-in-step-van-mt50e-electric-16-body.pdf>

MR. JAIME MASTACHE CITY OF OLYMPIA 1401 EASTSIDE ST SE OLYMPIA, WASHINGTON	3-Dec-25
DES CONTRACT	14022
QUOTE ID	MY 2027 WATER VANS
MAKE	FREIGHTLINER
MODEL	FCC MT55 DIESEL
MODEL YEAR	2027
MSRP	\$463,304.00
DES DISCOUNT	24.00%
DES REDUCTION	(\$111,192.96)
DES PRICE PER UNIT	\$352,111.04
MULTIPLE UNIT CONCESSION EACH	(\$3,000.00)
EACH	\$349,111.04
TOTAL TWO UNITS	\$698,222.08
TAXABLE @ 8.4%	\$58,650.65
TOTAL	\$756,872.73
QUOTE PROVIDED BY: NICK KRALLIS GORDON TRUCK CENTERS dba FREIGHTLINER NORTHWEST 13232 CASE ROAD SW OLYMPIA, WASHINGTON 98512 360-529-7408 nick.krallis@freightlinernw.com	

Prepared For
JAMES MASTROCHE
OLYMPIA CITY OF
1401 EASTSIDE ST SE
OLYMPIA WA 98501
UNITED STATES
Phone 360-738-2782

Freightliner Custom Chassis Corporation

Prepared by
Nick Kraus
FREIGHTLINER NORTHWEST
11010 CASE ROAD S.W.
OLYMPIA WA 98512
Phone 360-529-7408

SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-83E	WALK-IN VAN FRONT ENGINE DIESEL CHASSIS MY 2026 (EFF 10/18/24)		
Data Version			
DRL-018	SPECPRO21 DATA RELEASE VER 018		
Vehicle Configuration			
001-306	MT55 FRONT ENGINE WALK-IN VAN CHASSIS	4 467	3 398
002-008	SET-FORWARD FRONT AXLE CHASSIS		
003-001	LH PRIMARY STEERING LOCATION		
Pre Specing			
AF3-015	MORGAN OLSON		
General Service			
A66-99D	EXPECTED FRONT AXLE(S) LOAD 8000 0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD 15500 0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY 23500 0 lbs		
A88-99D	EXPECTED TRUCK BODY LENGTH (FEET) 315 0 in		
AA1-005	CHASSIS CONFIGURATION		
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE		
AA3-001	DRY VAN BODY		
A84-1UT	UTILITY BUSINESS SEGMENT		
AA4-998	NO COMMODITY SPECIFIED		
AA5-002	TERRAIN/DUTY 100% (ALL) OF THE TIME IN TRANSIT IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		

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Freightliner Custom Chassis Corporation

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13202 CASE ROAD S W
OLYMPIA WA 98512
Phone 360-329-7408

Data Code	Description	Weight Front	Weight Rear
AF2-998	NO STATE/PROVINCE DOMICILE SELECTED		
AA6-002	DOMICILED USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)		

Engine

101-21V CUM B6 7 260 HP @ 2400 RPM 2600 GOV 660 LB/FT @ 1600 RPM

Engine Controls & Parameters

162-998 NO IDLE LIMITER ELECTRONIC ENGINE

79A-085 85 MPH ROAD SPEED LIMIT

79B-020 CRUISE CONTROL SPEED LIMIT 75 MPH MAX ALLOWED

79G-998 NO IDLE SHUTDOWN CONFIGURATION

79K-017 PTO MODE ENGINE RPM LIMIT - 2300 RPM

79M-001 PTO MODE BRAKE OVERRIDE - SERVICE BRAKE ONLY ENABLED

79P-005 PTO RPM W/CRUISE SET SW - 1000 RPM

79Q-005 PTO RPM WITH CRUISE RESUME SWITCH - 1000 RPM

79S-009 PTO MODE CANCEL VEHICLE SPEED - 0 MPH

79U-006 PTO GOVERNOR RAMP RATE - 200 RPM PER SECOND

80G-002 PTO MINIMUM RPM - 700

80J-002 REGEN INHIBIT SPEED THRESHOLD - 5 MPH

80M-002 ALTERNATE SWITCH SPEED 950 RPM

80N-002 MAXIMUM ENGINE RPM = 2500 ON VSS FAILURE

Engine Equipment

266-1A5 690 SQ-IN DOWNFLOW RADIATOR MOUNTED IN FRONT

105-026 ENGINE OIL CHECK AND FILL MOUNTED ON RADIATOR

111-001 15W-40 WT ENGINE OIL

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Freightliner Custom Chassis Corporation

Prepared by
WOL K1303
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12732 CASE ROAD S W
OLYMPIA WA 98512
Phone: 360-626-7408

Data Code	Description	Weight Front	Weight Rear
190-054	FARR ECO BC AIR CLEANER WITH WATER SEPARATOR		
188-001	FRONTAL AIR INTAKE		
189-001	AIR INTAKE PIPING - CLNR TO ENGINE		
192-003	AIR CLEANER MOUNTED ON RAIL		
124-1E0	DR 12V 200 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR		
292-097	(2) ALLIANCE MODEL 1131, GROUP 31, 12V MAINTENANCE FREE 1900 CCA THREADED STUD BATTERIES		
290-1CV	BATTERY BOX MOUNTED RIGHT HAND WITH BATTERIES PERPENDICULAR TO FRAME RAIL		
291-006	FRAME GROUND RETURN, BATTERY CABLES WITH EYELET CONNECTORS		
293-020	AUTOMATIC BATTERY SHUTOFF SWITCH		
107-998	NO AIR COMPRESSOR		
108-998	NO AIR COMPRESSOR GOVERNOR		
131-998	NO COMPRESSOR DISCHARGE LINE		
152-062	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION WITH OVERRIDE SWITCH		
128-076	CUMMINS EXHAUST BRAKE INTEGRAL WITH VARIABLE GEOMETRY TURBO WITH ON/OFF DASH SWITCH		
129-023	RETARDER CTRL WRG OFF/ON		
28F-002	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
234-025	HORIZONTAL DIESEL PARTICULATE FILTER AFTERTREATMENT DEVICE		
235-100	RH OUTBOARD FRAME MOUNTED HORIZONTAL AFTERTREATMENT DEVICE/SYSTEM		
23U-010	10 GALLON DEF TANK RH FRAME MTD		
23C-001	HORIZONTAL SCR CATALYST		
23D-998	NO SCR CATALYST MTG		

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Freightliner Custom Chassis Corporation

Prepared by
Nick K. 3/13
FREIGHTLINER NORTHWEST
12232 CASE ROAD S.W.
OLYMPIA WA 98512
Phone: (360) 329-7428

Data Code	Description	Weight Front	Weight Rear
35W-001	EXHAUST MITIGATION DEVICE FTL 4" ID SLIP-FIT		
237-027	LH HORIZONTAL TAILPIPE EXIT FORWARD OF REAR TIRES		
273-015	ADC ELEC-MG ON/OFF ENGINE FAN CLUTCH		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-001	FULL FLOW OIL FILTER		
267-003	RADIATOR MOUNTED SURGE TANK		
103-039	ANTIFREEZE TO -34F OAT (NITRITE & SILICATE FREE) EXTENDED LIFE COOLANT		
171-003	RUBBER COOLANT HOSES		
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
261-001	STANDARD CHARGE AIR COOLER PLUMBING		
270-998	NO OPTIONAL RADIATOR PLUMBING		
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER		
140-010	CHROME ENGINE HEATER RECEPTACLE TEMPORARILY MOUNTED TO ENGINE		
134-001	ALUMINUM FLYWHEEL HOUSING		
155-023	DENSO 12V STARTER WITH COPPER CONTACTS		

Transmission

342-1MM ALLISON 2200 RDS AUTOMATIC TRANSMISSION WITH PARK PAWL WITH PTO PROVISION

Transmission Controls & Parameters

345-015 SHIFT LEVER CABLE LINKAGE AUTO TRANS MTD ON RH SIDE OF CONTROL SUPPORT

353-001 VEHICLE INTERFACE CONNECTOR WIRED TO TRANSMISSION ECU

343-302 PKG 360 - 1K/2KRDS/EVS/SPS - 5TH GEN

97F-002 ALLISON TRANS - SEM/LRTP REQ

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Freightliner Custom Chassis Corporation

Prepared by
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FREIGHTLINER NORTHWEST
10210 CASE ROAD SW
OLYMPIA, WA 98512
Phone: 360-529-7439

Data Code	Description	Weight Front	Weight Rear
84C-003	5 3 2 1 - D 3 2 L - 1K/2K PRIMARY GEARS		
85B-011	RANGE INDICATION PARK NEUT		

Transmission Equipment

370-006	WATER TO OIL TRANSMISSION COOLER
346-001	TRANSMISSION OIL CHECK AND FILL
35T-001	SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)

Front Axle & Equipment

400-1BC	DA-F-8 0-2 8 000# FC1 68 0 KPI/3 74DROP SINGLE FRONT AXLE
403-002	NON-ASBESTOS FRONT BRAKE LINING
402-054	BOSCH HYDRAULIC PIN-SLIDE DISC FRONT BRAKES
427-001	FRONT BRAKE DUST SHIELDS
419-004	FRONT DISC BRAKE ROTORS
418-062	CONMET IRON FRT HUBS W/SHORT STUD LENGTH PNTD WHITE
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS W/WINDOW CENTER AND SIDE PLUGS - OIL
40T-002	SYNTHETIC 75W-90 FRONT AXLE LUBE
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
618-002	STANDARD CUPS AND CONES (WHEEL BEARINGS) FRONT AND REAR
536-011	TRW TAS 55 POWER STEERING
534-001	2 QUART POWER STEERING RESERVOIR

Front Suspension

620-032	8 000# TAPERLEAF FRONT SUSPENSION
619-005	MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION

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Freightliner Custom Chassis Corporation

Prepared by
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10000 CASE ROAD S W
OLYMPIA WA 98511
Phone 360-825-7408

Data Code	Description	Weight Front	Weight Rear
629-998	NO FRONT SWAYBAR		
410-017	SACHS FRONT SHOCK ABSORBERS		

Rear Axle & Equipment

420-1M2	MERITOR MS-17-14X 17 500# L-SRS SINGLE REAR AXLE
421-488	4 88 REAR AXLE RATIO
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING
386-055	SPL100 DANA SPICER MAIN DRIVELINE WITH HALF ROUND YOKES
41T-002	SYNTHETIC 75W-90 REAR AXLE LUBE
423-054	BOSCH HYDRAULIC PIN-SLIDE DISC REAR BRAKES
433-002	NON-ASBESTOS REAR BRAKE LINING
451-005	REAR DISC BRAKE ROTORS
425-002	REAR BRAKE DUST SHIELDS
440-006	REAR OIL SEALS
435-001	TRANSMISSION MOUNTED DRUM PARK BRAKE

Rear Suspension

622-046	17 500# TAPERLEAF SPRING REAR SUSPENSION WITH RADIUS LEAF
621-001	SPRING SUSPENSION - NO AXLE SPACERS
630-001	REAR SWAYBAR
439-017	SACHS REAR SHOCK ABSORBERS

Tag Axle & Equipment

443-998	NO TAG AXLE
---------	-------------

Brake System

018-001	HYDRAULIC BRAKE PACKAGE
---------	-------------------------

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Freightliner Custom Chassis Corporation

Prepared by
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FREIGHTLINER NORTHWEST
11212 143RD ROAD S.W.
OLYMPIA WA 98512
Phone 360-329-7403

Data Code	Description	Weight Front	Weight Rear
490-117	WABCO NG HYDRAULIC 4S/4M ABS W/DTC/ATC/EBD W/ATC SHUTOFF SW		
871-005	HYDRAULIC CHASSIS TUBING		
N 477-006	BW DV-2 AUTO DRAIN VALVE WITHOUT HEATER ON ALL TANK(S)		

Wheelbase & Frame

545-482	4825MM (190 INCH) WHEELBASE
546-1AR	5/16X2 81X9-1/8 INCH STEEL FRAME (7 94MMX231 8MM/0 312X9 12 INCH) 80KSI
552-067	2675MM (105 INCH) REAR FRAME OVERHANG
553-001	SQUARE END OF FRAME
550-998	NO FRONT CLOSING CROSSMEMBER
56A-001	FRONT SUSPENSION CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1AP	THREE-PIECE 14 INCH PAINTED STEEL BUMPER WITH COLLAPSIBLE ENDS
599-001	PROVISION FOR C/F GENERATOR
606-1B9	DRILLING PREP FOR CUST INSTALLED BODY SUPPORTS FOR 93" WALK-IN VAN BODY WIDTH
49B-004	ENHANCED STABILITY CONTROL
923-001	STANDARD ROUTING AND CLIPPING

Fuel Tanks

230-043	40 GALLON/151 LITER RECTANGULAR STEEL FUEL TANK - BETWEEN RAILS
5A3-003	PETROLEUM DIESEL FUEL
231-004	FUEL TANK(S) MOUNTED BETWEEN RAILS AFT OF REAR AXLE
205-009	LH SIDEFILL FUEL TANK CAP

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Phone: 360/399-2792

Freightliner Custom Chassis Corporation

Prepared by
Nick Kibbe
FREIGHTLINER NORTHWEST
1200 CASE ROAD S.W.
OLYMPIA, WA 98512
Phone: 360/525-1408

Data Code	Description	Weight Front	Weight Rear
122-1J1	DETROIT F/W SEP WWIF SENSOR, HAND PRIMER & 12V PREHEATER		
Tires			
093-16R	MICHELIN AGILIS HDZ 245/70R19 5 16 PLY RADIAL FRONT TIRES		
094-1FT	MICHELIN XDS2 245/70R19 5 16 PLY RADIAL REAR TIRES		
Hubs			
450-063	CONMET IRON RR HUBS PNTD BLACK		
Wheels			
502-1EB	ACCURIDE 50180 19 5X6 75 8-HUB PILOT 5 12 INSET 4-HAND STEEL DISC FRONT WHEELS		
505-1EB	ACCURIDE 50180 19 5X6 75 8-HUB PILOT 4-HAND STEEL DISC REAR WHEELS		
498-049	FREIGHTLINER VALVE STEMS		
Cab Exterior			
829-998	NO CAB SIZE		
57A-067	18' BODY LENGTH		
57C-022	85" BODY HEIGHT		
820-001	OPERATOR STATION (CONTROL SUPPORT)		
652-039	FREIGHTLINER CUSTOM CHASSIS FRONT NAMEPLATE		
646-023	HOOD MOUNTED CHROMED PLASTIC GRILLE		
726-002	DUAL ELECTRIC HORNS		
657-027	IGNITION KEY ONLY		
30B-009	INCANDESCENT BODY MTD MARKER LAMPS		
311-024	DAYTIME RUNNING LTS 85% LOW BEAMS & AUTO EXTERIOR LAMPS W/LOW LT SENSOR		
301-010	COMBO STOP/TURN SIGNAL WIRING		
335-001	CHASSIS POWER DISTRIBUTION MODULE (CPDM)		

Cab Interior

Add Serial Number 120000
Data Version RPL-015 01-11
01-2025 Data Release Dates



01-09-2025 11:27 AM
Page 6 of 7

Prepared For
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Prepared by
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11200 CASE ROAD S.W.
OLYMPIA WA 98512
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Data Code	Description	Weight Front	Weight Rear
130-003	SANDEN COMPACT AIR CONDITIONER COMPRESSOR		
685-995	FCCC PARTIAL AC SYSTEM FCCC CERTIFIED PER AGREEMENT		
698-001	RADIATOR MOUNTED AIR CONDITIONER CONDENSER		
70B-001	HVAC WIRING PROV LOC INSIDE CAB		
170-024	5/8" HEATER PLUMBING HOSE - TO FRONT OF CHASSIS		
285-005	AUTO SELF-RESET CIRCUIT BREAKERS AND FUSES		
763-801	FASTEN SEAT BELT IND ACTIVE LOW FOR C/F SEAT BELT		
532-046	ZF TILT/3 00" TELESCOPIC GLOBAL STEERING COLUMN WITH FOOT ACTUATED PEDAL		
540-044	4-SPOKE 18" (450MM) BLACK STEERING WHEEL WITH SWITCHES		

Instruments & Controls

83K-001	ENGLISH UNITS MAJOR SCALE
83L-005	DIGITAL ODOMETER IN DRIVER DISPLAY
811-045	OPTIVIEW 12 3" LCD
810-062	DIGITAL SPEEDOMETER IN DRIVER DISPLAY CONFIGURABLE TO MPH OR KPH SCALE
852-003	ELECTRIC ENGINE OIL PRESSURE GAUGE W/WARNING LAMP AND ALARM
856-003	ELECTRIC ENGINE COOLANT TEMP GAUGE W/WARNING LAMP AND ALARM
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
844-024	FUEL LEVEL INDICATION W/LOW LEVEL WARNING IN DRIVER DISPLAY LINEAR
830-022	ENGINE HOUR METER INTEGRAL TO MESSAGE CENTER LCD
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS
149-015	ELECTRONIC CRUISE CONTROL W/CONTROLSON STEERING WHEEL SPOKES
148-083	PROGRAMMABLE RPM CTRL W/LOW VOLTAGE AUTO HIGH IDLE & RPM CTRL SWITCHES

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FREIGHTLINER NORTHWEST
13221 CASE ROAD S.W.
OLYMPIA, WA 98512
Phone (360) 329-7408

Data Code	Description	Weight Front	Weight Rear
736-998	NO OBSTACLE DETECTION SYSTEM		
73H-998	NO CAMERA SYSTEM		
73B-998	NO IMAGING SYSTEM		
298-053	TURN SIGNAL FLASHER INTEGRAL CAB MULTIPLEXING UNIT		

Color

962-972	POWDER WHITE (N0006EA) FRT WHEELS/RIMS (PKWHT21 TKWHT21 W TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21 TKWHT21 W TW)

Certification / Compliance

996-001	U S FMVSS CERTIFICATION
---------	-------------------------

Special Narrative Instructions

999-998	NO SPECIAL NARRATIVE
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Sales Programs

NO SALES PROGRAMS HAVE BEEN SELECTED

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	4467 lbs	3398 lbs	7865 lbs
Total Weight+	4467 lbs	3398 lbs	7865 lbs

Other Factory Charges

PNZ-998	NO CARB22 BASE WARRANTY
PNV-998	No CARB24 Pricing Impact
998-034	FCCC PDI PROCESSING
RFY-022	Front Tire Surcharge
RFU-022	Rear Tire Surcharge
PAT-004	TARIFF IMPACT FEE FCCC WALKIN VAN DIESEL CHASSIS STANDARD DELIVERY CHARGE

Extended Warranty

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Freightliner Custom Chassis Corporation

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FREIGHTLINER NORTHWEST
10000 CASE ROAD SW
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Extended Warranty

995-011	FREIGHTLINER CUSTOM CHASSIS CORPORATION BASIC CHASSIS WARRANTY
WAI-7F7	CUMMINS ENG CARB22 B6 7 HD1 MD DTY 5 YEARS / 150 000 MILES / 241 500 KM
WAK-255	ALLISON 2200 RDS SERIES TRANS EXTENDED WARRANTY 7 YEARS/UNLIMITED MILES FEX

(+) Weights Shown are estimates only
If weight is critical contact Customer Application Engineering

(**) Prices shown do not include taxes, fees, etc. "Net Equipment Selling Price" is located on the Quotation Details Proposal Report

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices



Quotation Number:
C-184377-2

Quoted By: Rod Carls
Created: 3/25/2024
Revised: 3/26/2024

1801 South Nottawa Street • Sturgis, MI 49091-2005 • Phone 800-321-3758 • Fax 269-659-0430 • www.morganolson.com

Reference: Freightliner NW MT55G 18FT 190WB CITY OF OLYMPIA 31924-R

End User: MT55G 18FT 190WB CITY OF OLYMPIA

Salesperson: Carls, Rod

Cust. Rep: None

Qty: 1

Customer

FREIGHTLINER NORTHWEST
13232 Case Road SW

Olympia, WA 98512

Contact

Mr. Nick Krallis

p.
f.

Ship To

Utility Sales and Service Inc
412 Randolph

Appleton, WI 54913

p.

Customer Number

Terms

Shipping Method (FOB PLANT)
Delivery / Driveaway

Model

RSK851893X190

Description

Freightliner Route Star Walk-in 85"INSIDE HEIGHT 18'CARGO LENGTH 93"INSIDE WIDTH

Plant

Sturgis, MI

Body Dimensional Information

Inside Height: 85

Inside Length: 216

Inside Width: 89

Rear Door Opening (W x H): 38X76.44

Note: Dimensional information above for reference only. These dimensions may change based on any special pricing items included in this quotation.

Chassis

Make:	Freightliner	Expected Date		Rear Wheels:	DUAL	A/C Prep	Yes
Model:	MT55	Engine Type:	GM 6.6L V8	Air Suspension:	No	Air Filter Restrictor:	No
Year:	2025	Block Heater:	No	Tire Size:	19.5	Cruise Control:	No
WB:	190	Fuel Tank Loc:	40 GAL Rear Mount LH Fill	Emergency Brake	Hand Brake	Clean Power/Printer Cable:	No
GVWR:	23000	Fuel Type	Gas	Transmission:	Automatic	Bumper:	11 in. Sweptback painted steel C-Channel(556-Q22)

Specifications

[Configuration: C-184377]

Option	Description	Qty
NOTES	***Please review the chassis information listed above. The dealer must confirm the chassis has been ordered with these options. If the chassis arrives with different specifications, your order can be delayed and there could be additional charges*** ***Chassis must be ordered with the 11 inch freightliner bumper***	1 1
MISCELLANEOUS	FCC/WCC PRE DELIVERY INSPECTION, TOE IN	1
CHASSIS PREP	HEAT SHIELD INSTALL	1
REAR DOORS	REAR DOOR, 19 INCH TWIN WITH 2 WINDOWS, POSITIVE ROD LATCH ROADSIDE AND CURBSIDE, AND 3 HINGES. WINDOW SIZE IS 13 INCH X 19 INCH RUBBER SEAL FOR TOP OF REAR DOOR AND TRANSOM. CLEAR GLASS WINDOW 13.62 INCH X 19.88 INCH INSTALLATION IN REAR DOOR *** INSTALL 3RD REAR SWING DOOR APPROX. 12"INCHES WIDE SEE PHOTOS ***	1 1 2 1
DOOR HANDLES	BLACK HANDLE FOR REAR DOOR, KEY TO LOCK BLACK KEY TO LOCK DOOR HANDLES BLACK LOCKING HANDLE ON BULKHEAD DOOR	1 2 1
BACK	REAR FRAME FOR TWIN 19 INCH DOORS WITH 4 ROUND LIGHTS IN REAR SILL	1
REAR DOORS	PLUNGER HOLD BACK FOR REAR DOOR	1

Quotation Number: Q-016806-2

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CAB DOORS	LEFT-HAND SLIDING DOOR	1
CAB	LEFT-HAND SLIDING WINDOW	1
CAB DOORS	DOOR POST SEAL	2
	RIGHT-HAND SLIDING DOOR	1
CAB	RIGHT-HAND SLIDING WINDOW	1
CAB DOORS	DOOR POCKET INSTALL CURBSIDE	1
	DOOR POCKET INSTALL ROADSIDE	1
	BRONZE SIDE DOOR STRIKER	2
	SIDE DOOR LOWER PANEL ALUMINUM, ROADSIDE OR CURBSIDE	2
SEATS	MAGNUM 200 SEAT MECHANICAL SUSPENSION SEAT WITH PREMIUM BLACK CLOTH MATERIAL AND ARM RESTS	2
	Passenger seat to match driver's seat	1
	DRIVER'S SIDE NON-TILT SEAT SOCKET FOR USE WITH 3 POINT SEATBELT	1
	SEAT SOCKET INSTALL MAG200 CURBSIDE	1
	SEAT PEDESTAL FOR 3 POINT MAGNUM, 100 AIR SUSPENSION, 200 MECHANICAL	1
	DRIVER'S SEAT BELT, ORANGE	2
ROOF	TRANSLUCENT OUTER ROOF SKIN	1
WINDSHIELD	ROOF NOSING	1
ROOF	ROOF LINER EMBOSSED ALUMINUM WITH ONE INCH FIBERGLASS INSULATION WITH CENTER OPENING FOR TRANSLUCENT SKYLIGHT. 86 INCH WIDE BODY IS 22 INCH OPENING, 93 INCH WIDE BODY IS 29 INCH OPENING	1
	EMBOSSED ALUMINUM CAB ROOF LINER WITH 1 INCH FIBERGLASS INSULATION	1
ELECTRICAL (HIDDEN)	ROOF WIRING	1
ROOF/INTERIOR LIGHTS/ VENTS	18 INCH RECTANGULAR LED CAB DOME LAMP INSTALL WITH SWITCH ON I/P (OPTRONICS)	1
	Locate cab dome lamp centered in cab ceiling	1
	DOME LAMP LED 18" RECTANGULAR IN LOAD SPACE RECESSED MOUNTED.(OPTRONICS)	4
	Locate at C1, C3, C6, C9	1
	FANTASTIC ROOF VENT THREE SPEED	1
	Locate at C5	1
INTERIOR CAB	SWITCH MOUNTED ON DASH FOR CARGO AREA DOME LAMPS	1
	*** EXTEND ACOUSTICAL ON FLOOR BACK FROM "O" LINE TO FRONT OF SET BACK BULKHEAD ***	1
	*** CUP HOLDER ON WORK TABLE IN CAB. LOCATE 2-CUP, CUP HOLDER ON REARWARD CORNER NEAR CENTER AISLE. SIMILAR TO LOCATION FOR SMF ***	1
CARGO AREA	3-WAY SWITCH MOUNTED IN RECESSED CUP ON CURBSIDE IN REAR LINER	1
CHASSIS PREP	CHASSIS PREP REAR 190 WHEEL BASE, W/BDY ANG 2010 18 FOOT FREIGHTLINER MT55	1
BACK	REAR SILL FILLER PLATE	1



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FLOOR	FORWARD FLOOR, HEAVY DUTY RIBBED ALUMINUM	1
	MID FLOOR, HEAVY DUTY RIBBED ALUMINUM, 44" WHEELBOXES	1
	REAR FLOOR, HEAVY DUTY RIBBED ALUMINUM	1
	ACCESS DOOR WITH DZUS LATCH	1
	1 INCH WIDE SIDEWALL SUPPORT GUSSET ATTACHED TO LOWER SIDEWALL.	1
HOOD	ALUMINUM HOOD FOR 93 WIDE FREIGHTLINER WITH MODEL 33 RECESSED LIGHTS AND SQUARE HEADLIGHTS.	1
	GAS SPRING MOUNTING INSTALL 150LBS	1
	FRONT GRILLE	1
FENDERS AND MUD FLAPS	SPLASH PAN INSTALL	1
	SPLASH PAN INSTALL, BLACK VINYL	1
EXTERIOR LIGHTING	RECTANGULAR HEADLAMPS	1
BUMPERS	STEEL REAR BUMPER, 93 WIDE 12 INCH WITH GRIP STRUT, WITH HITCH PROVISION	1
	REAR BUMPER SUPPORT BRACES, 3/4 INCH DIAMETER STEEL BRACES ATTACHED TO THE CHASSIS FRAME AND THE BUMPER CORNERS.	1
MISCELLANEOUS	36 INCH FLIP DOWN STEP WITH LOCK PIN	1
BUMPERS	***Locate step at center of rear bumper***	1
BULKHEAD	BULKHEAD, ALUMINUM, CENTERED SLIDING DOOR, UPPER POSITIVE HANDLE	1
	***SPECIAL BULKHEAD LOCATION. LOCATE 3-PIECE ALUMINUM BULKHEAD WITH CENTER SLIDING DOOR 1 BACK FROM "O" LINE NEAR END OF DOOR POCKETS NO MORE THAN 40" INCHES. CUSTOMER TO INSTALL LOCKER BEHIND DRIVERS SEAT INSTALL LATCHING HANDLE ON BULKHEAD DOOR WITHOUT LOCK. ***	1
INTERIOR CAB	GREY SOUND REDUCTION CARPET ON CAB SIDE OF ALUMINUM BULKHEAD, SIDE PANELS AND DOORS WHEN APPLICABLE	1
BACK	REAR TRANSOM FOR HINGED DOOR OR SOLID BACK WITH CUTOUTS FOR MODEL 33 LAMPS.	1
CAB	CAB SKIRT TAILS, 2-DOOR	1
SIDES	ROADSIDE UPPER SIDE PANEL	1
	ROADSIDE LOWER SIDE PANEL, GAS FREIGHTLINER.	1
	CURBSIDE UPPER SIDE PANEL	1
	The sidewalls are constructed using .102 aluminum	1
	CURBSIDE LOWER SIDE PANEL, WITH UREA TANK, NO FUEL FILL, 44 INCH WHEEL BOXES AND SWITCH BACK EXHAUST.	1
	ROUND FUEL FILL DOOR	1
	RUBBER BUMPER FOR FUEL/UREA FILL DOOR	1
	ROADSIDE FUEL FILL IN WHEEL BOX	1
FENDERS AND MUD FLAPS	MUD FLAPS, NO LOGO	1
CAB	CAB WITH ROADSIDE AND CURBSIDE VENTS AT FOOT AREAS	1
CHASSIS PREP	STEP SHIM, MT55	1



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WINDSHIELD	WINDSHIELD FRAME WITH TOP MOUNTED WIPERS, MODEL 33 LAMPS	1
	WINDSHIELD GLASS INSTALLED IN RUBBER HARNESS	1
	HEAVY DUTY WINDSHIELD WIPER MOTOR	1
	WINDSHIELD WIPERS, 22" ARM WITH 24" BLADES	1
	SIDE MIRROR, DUAL HEAD, POWER CONTROLLED, REVOLUTION, HEATED, CHROME, WITH TURN SIGNAL	1
	ROADSIDE AND CURBSIDE.	
EXTERIOR LIGHTING	SPITFIRE REFLEX REFLECTORS	1
MISCELLANEOUS	FINAL INSPECTION KIT DIESEL GAS WITH MORGAN OLSON LOGO U.S.	1
EXTERIOR LIGHTING	REAR TAIL LIGHT KIT (2 RED LED LIGHTS AND 2 WHITE LED LIGHTS) INCLUDES LED LICENSE PLATE LIGHTS	1
BACK	RECESSED LICENSE PLATE BOX BELOW REAR DOOR(S)	1
	LAMP GUARDS IN REAR SILL	1
ELECTRICAL (HIDDEN)	TRANSOM WIRING CENTERED HIGH MOUNTED STOP LIGHT READY M100	1
	REAR WIRE INSTALL RAN THROUGH ROOF	1
EXTERIOR LIGHTING	LED FRONT PARK/TURN LAMPS	1
	HOOD MARKER LIGHTS, AMBER LED	2
	FRONT MARKER AND CLEARANCE LAMPS, AMBER LED	4
	REAR SIDE MARKER LAMPS, RED LED	2
	REAR MARKER AND CLEARANCE LAMPS, RED LED	5
INTERIOR CAB	BLACK TINTED PLASTIC SUN VISOR	2
	WASTE BASKET INSTALL, ROADSIDE STEPWELL	1
	Locate in roadside stepwell at rearward inboard corner or if doorless locate roadside of driver's seat	1
CAB	HEAT AND SOUND REDUCTION INSULATION ON FIREWALL UNDER HOOD.	1
INTERIOR CAB	ACOUSTICAL CAB MATTING FULL CAB AREA WITH ALUMINUM DIAMOND PLATE TRIM	1
CAB	SMOOTH ALUMINUM TRANSMISSION COVER	1
	ENGINE BOX LID WITH SIDE-MOUNT LATCHES	1
INTERIOR CAB	WORK TABLE INSTALL CURBSIDE WITH SUPPORT LEG, 30" LONG X 16" DEEP POWDER COATED BLACK	1
	CLIP BOARD CLIPS ADDED TO THE WORKTABLE QUANTITY OF 2.	1
	JENSON AM/FM RADIO WITH BLUETOOTH WITH DUAL 6.5 INCH SPEAKERS	1
	CONVENIENCE CENTER MOUNTED TO THE ENGINE BOX, INCLUDES TWO CUP HOLDERS, A CLIPBOARD	1
	HOLDER AND MISCELLANEOUS STORAGE	
	TWO SPEED FAN LOCATED ON INSTRUMENT PANEL	1
	Located curbside of instrument panel	1
	WIPER MOTOR COVER PLATE, ALUMINUM WITH ACCESS DOOR TO WIPER MOTOR ABOVE THE DRIVER	1
	AND A COMPARTMENT WITH DOOR ABOVE THE PASSENGER.	
	COCKPIT STYLE INSTRUMENT PANEL	1
	TWO 12-VOLT POWER POINTS LOCATED IN INSTRUMENT PANEL	1
	ONE-CUP FOLD-DOWN CUP HOLDER ON LEFT SIDE OF INSTRUMENT PANEL	1
	GREY CARPET ON ENGINE BOX LID	1
	FIBERGLASS STEP OVERLAY, DRIVER AND PASSENGER SIDE STEPS	1
CAB	SMOOTH ALUMINUM CAB STEPS WITH BATTERY ACCESS ON PASSENGER SIDE	1

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SIDES	STIFFENERS ON SIDEWALLS. 1.5 ALUMINUM HAT SECTION ON 24 INCH CENTERS	1
	Sidewall stiffeners on 24" centers	1
	ANGLE STIFFENER ATTACHED TO LOWER SIDE PANEL, ROADSIDE AND CURBSIDE.	1
CARGO AREA	SIDEWALL LINER, 1-2 INCH PLYWOOD AND KEMPLITE OVERLAY	1
	SIDEWALL INSULATION, 1 INCH POLYSTYRENE R-5	1
	BACK INSULATION ONE INCH POLYSTYRENE, .50 INCH KEMPLY LINER	1
	REAR DOOR INSULATION 1 INCH POLYSTYRENE, .50 INCH KEMPLY LINER	1
PAINT	EXTERIOR BODY PAINT - AXALTA PRIMER, AXALTA TOP COAT	1
PAINT_BODY	***Paint white N0006H***	1
	PAINT FRONT BUMPER	1
PAINT_FRONT BUMPER	BLACK N0001H	1
PAINT_BODY	PAINT REAR BUMPER	1
PAINT_REAR BUMPER	BLACK N0001H	1
PAINT_BODY	PAINT 4 HUBS	1
PAINT_HUBS	PAINT WHEEL HUBS SAME COLOR AS BODY	1
HEAT/AIR CONDITIONING	10 FEET EXTRA HEATER HOSE	1
	AIR CONDITIONING FARM OUT	1
	HEATER CORE WITH A/C AND AIR FILTER	1
SAFETY EQUIPMENT	GRAB HANDLE, 18 INCHES LONG	2
	Locate roadside door exterior 72" on center from ground	1
	Locate curbside door exterior 72" on center from ground	1
	*** INSTALL VOYAGER BACK UP CAMERA SYSTEM WITH MONITOR LOCATED IN INSTRUMENT PANEL. INCLUDED LEFT AND RIGHT SIDE LANE DEPARTURE CAMERAS ***	1
LABOR (HIDDEN)	COOLANT SYSTEM PURGE	1
CHASSIS PREP		
HEAT/AIR CONDITIONING	FRESH AIR INTAKE THROUGH CAB SKIRT	1
MISCELLANEOUS	ADD UNDERCOAT	1
Special Engineering Item	*** INSTALL 6-POLE TRAILER PLUG AT REAR OF TRUCK IN REAR SILL. SEE PHOTO ***	1
	*** INSTALL TYPE "B" RUBBER FENDERS AT REAR WHEELS ***	1
	*** CONE HOLDERS. INSTALL 2-CONE HOLDERS ON FRONT BUMPER. ***	1
	***CHANGE OUT OBSOLETE INSTALLS ***	1



Nick Krallis
Freightliner Northwest
13232 Case Road SW, Olympia, WA 98512

June 6, 2025

Dear Mr. Nick Krallis,

UTILITY SALES and SERVICE, INC. is pleased to submit the following quote. Please review before signing this purchase contract. After signing this contract, any and all changes will result in a change order. If a change order is required, cost may be added to the total purchase cost.

The above listed customer, Cooperative, or municipality hereby agrees to purchase the Vehicle per Utility Sales and Service, Inc. Quotation No. listed above, and dated above. Further, by executing this agreement, the undersigned asserts that he/she has the authority to commit the resources of the customer listed above.

Pursuant to this agreement, the above listed customer asserts that this sale qualifies for sales tax exemption under _____

And all use of the Vehicle quoted conforms to the Wisconsin Administrative Tax Rule. If ever in the future it is determined that any tax, penalties or interest are due, they are the sole responsibility of the listed customer.

QUOTE SUMMARY

City of Olympia, WA - MT-55 18' Walk-In Van Truck - Quantity of (2) Units

CHASSIS

*Customer Supplied CHASSIS will be delivered from factory to Morgan Olson at customers expense.

QUANTITY

FREIGHTLINER MT-55

4x2 DIESEL

Customer Supplied

23,000 lbs.

N/A

190'

Waik-In Step Van

Prep package, 40 Gal., rear mount fuel tank with LH fill, dual rear wheels and 11" Sweepback painted steel C-channel front bumper (556-022).

CHASSIS NOTES

>>>>>>>>> CHASSIS DELIVERY >>>>>>>>>>>>>>>
Chassis is drop-shipped from the Freightliner factory directly to Morgan Olson in Sturgis, MI, for the body install at
FREIGHTLINER NW's expense.

BODY

QUANTITY

Model RSK851893X190 - MT-55 18' Aluminum Walk-in Step Van

Supplier

Morgan Olson (Customer Supplied)

Inside Length in Inches

Inside Width in Inches

93"

Inside Height in Inches

Body Lights • LED

**All Marker and S/T/T and Backup Lights -
Installed in Body by MO**

Chassis Wheelbase

Body / Rear Bumper Colors

WHITE - Body, Front bumper and Wheels /
BLACK - Rear bumper

BODY NOTES

Morgan Olson to provide four (4) MO rocker switches 46029061 ready wired on the dash for upfilter install.

>>>>>>>>>> DELIVERY AFTER BODY INSTALL >>>

After body install by MO is completed, the van truck is to be delivered to USSi in Appleton, WI, for interior and exterior upfit. FREIGHTLINER NW is responsible to pay for the delivery from Morgan Olson to USSi.

FEATURES		DESCRIPTION	Item/KIT Code	MOUNTING LOCATION/ INSTRUCTIONS
QUANTITY				
1		120V Outlet Single Non GFI Vertical Cover	KIT	Recessed CS rear of body after the rear under floor compartment (see ref. pics of old truck) with weather proof cover. GFI could be in breaker panel to feed all circuits. Outlets powered by generator through breaker box.
6		120V Outlet Double Non GFI	KIT	Install (1) RH wall above work station forward, (1) RH wall above work station rearward, (2) RH cab above laptop station, (2) RH cab above printer station. Outlets powered by generator through breaker box.
1		Inverter/Charger 3000W	UP12/3000SDCG	Installed behind the passenger seat on RH front unit 2nd shelf towards the rearward RH side. Inverter batteries wired to chassis batteries. Inverter manually activated by an OEM upfitter switch on the dash. **Inverter wired to CS exterior 15A shore power plug, so Shore power can charge the inverter batteries overnight.**
1		Barker Fresh Water Polyethylene Tank 20 Gal. 32" L x 12" H x 12" W	11916	Non-toxic, food grade polyethylene water tank is tasteless, odorless, and rust proof. All inlets are made of barbed hose so there are no threads to strip. Each tank includes parts necessary for a complete installation. Mounted on RH interior floor under the front shelf unit towards the bulkhead and feed hose from tank to lower exterior compartment to 12V water pump.
1		SHURflo Smart Sensor 4.0 Pump	4900-0211	Mounted in bottom of CS exterior lower 2nd compartment to the RH side of the Reelcraft sprayer hose reel. The pump is wired to battery hot illuminated OEM rocker dash switch.
1		PAC 8 Pound -12 Pound Sledge Hammer Hanger	PAC1010-12	Mounted higher on LH interior wall (see ref. pics old truck).
2		Box Sign Holder Storage Dbl*	SA-05440	Mounted lower on LH interior wall after shelving for 4 sign stands (see ref. pics old truck).
2		Shovel, Rake and Ladder HD Wall Mount Hooks (2 B0B6G234D TT		Mounted high and side by side on upper LH interior wall just after rearward shelving (see ref. pics old truck for design).
1		Global Industria™ Wall Mount 1 Cylinder Bracket T9F116037		Mounted on lower LH interior wall rearward shelving and after sign holders.
1		T Rack 5 lbs. Propane Tank Mounting Bracket		
1		Strap Model # YSNBRK05	101069186S	Mounted on lower rear of LH interior wall after other wall storage components.
1		Powerweld Retractable Twin Welding Hose Reel		
1		RHR50 (with 50' Hose)	RHR50	Mounted above 5 lb. propane tank holder at LH interior wall at rearward the shelving.
1		PAC Tool Mounts Flathead Axe Hanger/Pocket Kit	K5013-B	Mounted on lower LH interior wall rearward shelving and after sign holders.
1		Fire Extinguisher 10lb W/Rubber Bracket	KIT	Mount in RH passenger side on front of set back bulkhead.
1		EZ stak interior 12117-A00 plus SS and CS Exterior Cabinets (SS Generator, lower SS rear, CS Jack Hammer, CS Lower Hose and CS Lower rear)	EZ12117-A00	Load space and cab area components and SS and CS exterior compartments.
1		COMPLETE Truck Interior and Exterior Upfit and Install Mechanical, Electrical and Hydraulic	FAB AND INSTALL	COMPLETE truck install of all interior and Exterior Components including EZ Stak Interior Shelving/Drawers and Exterior compartments, Vanair Underdeck compressor system and SS body compressor vent screen, all Add'l Lighting and all Electrical Components, Hitch Receiver Tube, and Install of fabricated Interior 12" W False wall with Rear Access Storage configuration as specified and SS compressor vent screen. All exteriors of EZ Stak exterior components and exterior accessories painted WHITE. See ref. pics of old truck.
2		Battery Group 31 Stud	31-5T	Supplied for inverter and mounted on the 2nd shelf of the RH shelving unit behind the passenger seat and forward the van set back bulkhead. The batteries are wired ot the chassis batteries and can be charged through Shore power.
2		Box, Battery Group 31 SKU 2610	ZZ03189	For inverter batteries.
1		Relay Auto Charging Battery 12	78003B	For inverter install.

				Mount on front top edge of CS work bench for bench vise and chain vise use. One mount on top front edge of the CS work bench above the 3 shelf unit over the wheel well. One mount on the front top edge of the CS work bench 18" from the rear. See ref. pics of old truck.
2	Versa-Mount Vise and Grinder Receiver Table Mount	RM-Combo		
1	Alarm Back-Up 96db Hardwired	ST1A20502W		USSSI Standard
1	Camera B/U Marker Light 7" Mon	RV-550		Camera mounted at center rear of lower van body as combo clearance light and camera recessed for protection. Monitor mounted in cab above driver.
1	Quick Couple Kit 1/2" With Covers	KIT		For hose reel.
1	25 Gallon Side Mount Steel Reservoir	SMR255		Install on RH interior wall under the front shelving unit. The tank plumbed to hydraulic hose reel at RH interior rear.
1	Strainer Suction 2" ODX1-1/4" ID	SW2001253		For Reservoir install.
1	Valve, Flow Control, 12 SAE	DC25A-12		Hose stubbed out back next to door for access (see ref. pics).
1	Hose Reel Spring Rewind W/Guide & Ball Stop (Add 1/2" x 50' Twinline Hose)	KIT		Installed at RH rear interior behind the shelf unit on floor on angle feeding out the rear. See ref. pics of old truck.
1	Hose Twinline Assy 1/2" x50'	451TC-06-8-8		For hose reel.
1	Reelcraft 5635 OLPSWS 3/8" x 35' pre-rinse hose reel	B00208GPIQ		Installed in CS lower 2nd exterior compartment on the LH side of 12V pump. See ref. pics of old truck.
1	Valve Control - Tools	V20-PAYEWCHA		For hydraulic hose reel
1	Wilton Shop Bench Vise, 5" Jaw Width, 5" Max Jaw Opening, 3" Throat (Model W55)	B00004XPVN		Mounted vise to the 2" receiver vise pad mount installed on top front edge of the CS work bench above the 3 shelf unit over the wheel well. See ref. pics of old truck.
1	Global Industrial™ Bench Chain Vise, 1/2" - 6" Pipe, WB604074			Mount chain vise to the 2" receiver vise pad mount installed on the front top edge of the CS work bench 18" from the rear. See ref. pics of old truck.
2	Light Strobe LED Extra Low Pro	SY22060ELP-A		Mounted on SS and CS front of body just above the roof on mounting plates. Beacon and Rear and Front strobes below are manually activated by the same OEM upfitter switch on the dash.
4	Light Strobe SYFLAT Amber 6LED	SYFLAT6-AA		Mount 2 at SS and CS top rear corners of body, and 2 at SS and CS bottom outside corners in lower rear kick plate.
2	Light Strobe SYFLAT Amber 6LED	SYFLAT6-AA		Mounted high on the front grille.
1	Light LED License Plate	15040		USSSI Standard - Center lower rear by plate holder.
2	Light Arrow LED Amber 42"L	SY990-LED-50		Mounted on center upper front and rear of body header. Controllers stack mounted to the left of the ONAN Generator remote start/stop control in upper center of cab.
1	Light Flood 1100 Lumen	SYTLED1400R-FL		Center mounted on the upper curbside of body. Light is wired to On/Off switch at RH passenger upper interior rear.
1	Light Flood 2500 Lumen	SYLED2500-FL		Mounted at the CS rear top of body. Light is wired to On/Off switch at RH passenger upper interior rear.
2	Light Scene 9" LED	SYLED-SL9		Mounted recessed under the SS and CS rear corners of the body. Lights are wired come on with CS upper rear flood light by the same On/Off switch at RH passenger upper interior rear.
1	Kit Reflector Triangle	20R		Ship loose.
1	Kit First Aid	821M10P		Ship loose.
1	Converter/Charger 45A, 9200 Intel-Power	PD9245C		Mounted by electrical breaker panel on rear side of CS bulkhead wall for shore power conversion for inverter.
1	Auxiliary Fuel Tap *Included in Exterior upfit	INSTALL		Auxiliary fuel tap installed for chassis fuel tank feed to ONAN generator for use.
1	WELLUCK 15 Amp 125V AC Power Inlet Port Plug with Integrated 18" Extension Cord, NEMA 5-15 RV Flanged Inlet with Waterproof & Back Cover, 2 Pole 3-Wire Shore Power Plug	B08GLCKSBO		For inverter mounted on CS rear lower exterior rearward the duplex outlet.

1	25' 12/2 Armorlite Metal Clad Cable	3692594	For Electrical Install
3	1/2" x 10' EMT Conduit	3651333	For Electrical Install
2	1/2" EMT Set Screw Connector - 3 Pack	3651278	6 Required - For Elec. Install
1	3/8" AC/MC/Flex Connector - 3 Pack	3654405	2 Required - For Elec. Install
1	Mount Main Lug Load Center	3674572	For Electrical Install - Mount CS front bulkhead wall.
4	20-Amp 1-Pole Standard Circuit Breaker	3674653	For Electrical Install
3	Cover Sngl BlankElectBoxW/Gask	W/PB-1	For Electrical Install
3	Box Elect Sngl Deep 1/2" NPT	3612958	For Electrical Install
2	Ivory Single Pole Switch On/Off Model 91365	3637497	For Electrical Install
2	Ivory 1-Gang Toggle Wall Plate Model JN0155-3	3712991	For Electrical Install
1	Baomain High Power Coil Voltage DC 12V 80A		
45	DPDT 2NO 2NC Electromagnetic Relay	JQX-62F-2C	For Electrical Install
	Cable Battery 4 GA - Per Foot	4 AWG	For Electrical Install
	Vanair V2SGAC2 160 CFM/100PSI PTO Driven Underdeck Compressor and Hydraulic Pump Pad System with Maintenance Kits, Muncie PTO and Pump	V2SGAC2	Installed off transmission PTO provision and under body on LH driver side of chassis frame.
1	Tube Receiver 2"Sq 18" Long	E-12	Mounted under the center of rear bumper.
1	Pin Hitch 5/8" Receiver 2"	F-5	For Receiver tube
1	Cummins Onan 7K.5W Diesel Generator		
1	7.5HDKAT-41934	A064K832	Mount in SS lower exterior compartment. Exhaust out bottom of compart. Fuel system drawing from chassis tank.
1	Remote Start Stop with Hourmeter	300-4943	Mounted in upper center of cab to RH side of Arrow Light controllers. See ref. pics of old truck.
1	30' Remote Harness	338-3490-02	For generator remote start/stop install.
1	Tube-Exhaust Adapter 3"	155-2610	For generator install.
1	Tail Pipe Kit	155-3481-01	For generator install.
	LH Interior (2) 72"H X 18W x18D Storage lockers with locking doors installed on the drivers side wall of the bulkhead/Partition behind drivers seat - Provided by EZ Stak	KIT	Provided by EZ Stak. Included in Interior Upfit install.
2	LH interior 72"Hx 48W x 18D Alum cargo shelving with 5 evenly spaced uni-strut shelves on the drivers side interior wall of cargo area - Provided by EZ Stak	KIT	Provided by EZ Stak. Included in Interior Upfit install.
1	LH interior 72"Hx 24Wx18D Alum. cargo shelving unit with adj. dividers. Drivers side interior wall of the cargo area located forward the 5 feet of open area to rear door. Provided by EZ Stak.	KIT	Provided by EZ Stak. Included in Interior Upfit install.
1	LH Interior 12'D cargo false wall full height. 1 section 15"H caps off at wheel well, 2nd section 15"H with 7' clear length, 3rd section 24"h cap off at 5 feet subdivided into 8 5'L x 6"H x 6"W flag storage area dividers start 6" back of door opening, 4th section 12"H x full length approx 13'. 5th section 12"H x full length. Included in Interior Upfit.	KIT	Included in Interior Upfit install.

1	RH interior Door pocket work station, 24" bottom shelf approx 39" from floor shelf flipped lip down, 18"D middle shelf approx 60" from floor, 18"D top shelf approx 72" from floor - Provided by EZ Stak.	KIT	Provided by EZ Stak. Included in Interior Upfit install.
1	RH interior Storage shelves passenger side interior wall below counter top. 30"H x 42"W x 24" D 5 drawer units with dividers. 36"H x 12"W x 24" vertical bin with (3) 10"H bins. 48"H legs cut down to 42") x 48" W x 24"D shelving with dividers. 143"L X25"D hardwood counter top. 25"H (full height) VERTICAL BULKHEAD PANEL AT END OF WORK BENCH. Provided by EZ Stak.	KIT	Provided by EZ Stak. Included in Interior Upfit install.
1	68" L x 78" W x 6" H expanded metal style overhead storage shelf w/1" lip. Provided in Interior Upfit	KIT	Starts at bulkhead extends rearward approx 68" above floor shelf edge extrusion to cover trimmed expanded metal. Installed in the interior right after the bulkhead to the roof.
1	LH Lower Exterior 30" H x 42"W x 26"D side wall compartment for Onan 7.5KW diesel engine generator. Provided by EZ Stak.	KIT	Provided by EZ Stak. Installed on LH driver exterior side lower right before the rear wheels. Louvered barn style doors.
1	LH Exterior 14"H x 24"W x 24"D under floor pull out drawer 500lb cap. Provided by EZ Stak.	KIT	Provided by EZ Stak. Installed on LH driver exterior side rear under floor.
1	Plywood storage box to store up to two 4' x 8' sheets of 5/8" plywood. Provided in Exterior upfit.	KIT	Installed on LH driver exterior upper side of body rearward. Plywood sheets slide in from rear.
1	RH exterior 54"H x 40"W x 26"D minimum jack hammer/Wacker storage compartment reinforced (provided by EZ Stak). HD slide out tray to hold jackhammer and strap for both.	KIT	Provided by EZ Stak. Installed on RH exterior side wall right after set back bulkhead.
1	Provided in Exterior Upfit		
1	RH exterior 18"W x 24"W x 18"D CS exterior under floor compartment behind jack hammer compartment for sprayer reel and water pump. Provided by EZ Stak.	KIT	Provided by EZ Stak. Installed on RH exterior side wall under floor before rear wheels. For sprayer reel and water pump. Fill and vent hose routed up corner ahead of bulkhead above jack hammer compartment
1	RH exterior 14"H x 30"W x 24"D under floor sliding drawer for chains etc. Provided by EZ Stak.	KIT	Provided by EZ Stak. Installed on RH exterior side at rear under floor.
1	Prep Chassis		
1	Wire Body/Compartment Lighting		
25	Plumb Unit & Fill with Lubetech 22 Hydraulic Oil (Per gallon)		
1	Install Return Filter		
1	DOT Inspection		
1	Clean and Prep for delivery		



Washington State
**DEPARTMENT OF
ENTERPRISE SERVICES**

State of Washington DEPARTMENT OF ENTERPRISE SERVICES Attn: Contracts & Procurement P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT USAGE AGREEMENT	
	CUA no. and effective dates will be completed by DES CUA No.: 2024CUA278 Effective Date: June 11, 2024	
INSERT ELIGIBLE PURCHASER NAME City of Olympia Business Contact: City Clerk Tel: 360.753.8110 Email: skrier@ci.olympia.wa.us Tax Identification No.: 91-6001261	Type of Eligible Purchaser	
	<input type="radio"/>	Washington state agency
	<input checked="" type="radio"/>	Washington local governmental agency or entity (e.g., counties, cities, school districts, public utility districts, etc.)
	<input type="radio"/>	Higher Education
	<input type="radio"/>	Federal governmental agency or entity
	<input type="radio"/>	Tribe located in the State of Washington

CONTRACT USAGE AGREEMENT

FOR

DESIGNATED ENTERPRISE PROCUREMENT SOLUTIONS FOR GOODS/SERVICES ('CONTRACTS')

This Contract Usage Agreement ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and the City of Olympia, Local government governmental agency/entity ("Eligible Purchaser") and is dated and effective as June 11, 2024.

R E C I T A L S

- A. The Washington State Legislature has authorized Enterprise Services to enter into agreements with certain governmental agencies/entities (each an eligible purchaser) to enable such entities to utilize certain contracts developed and/or administered by Enterprise Services that function as enterprise procurement solutions to enable Washington state agencies and other eligible purchasers to purchase goods and/or services cost-effectively and efficiently from specified contractors at contracted prices, terms, and conditions ("Contracts"). See RCW 39.26.050(1); RCW 43.19.005(2); and RCW 39.34.055.
- B. To enter into a *Contract Usage Agreement* with Enterprise Services as an Eligible Purchaser, the agency/entity must be one of the following:
- Washington state agencies;
 - Washington local governmental agencies or entities;
 - Higher Education;
 - Federal governmental agencies or entities; or
 - Tribes located in Washington state.

- C. Eligible Purchasers who execute a *Contract Usage Agreement* with Enterprise Services may utilize the following categories of enterprise procurement solutions for goods/services, each a category of available Contracts:
- **Statewide Contracts.** Contracts for goods/services developed and implemented by Enterprise Services on behalf of the State of Washington pursuant to the State's Procurement Code for Goods/Services (RCW 39.26). *See* RCW 39.26.050.
 - **Cooperative Purchasing Agreements.** Specified Cooperative purchasing agreements for goods/services developed or joined by Enterprise Services on behalf of the State of Washington. *See* RCW 39.26.060.
 - **Legislatively Directed Contracts.** Certain 'mandatory use' or other contracts for goods/services in which the Washington State Legislature has specified for use by Washington state agencies and/or other eligible purchasers – e.g., Correctional Industries contracts. *See* RCW 39.26.251.
- Enterprise Services maintains a list of all such Contracts at its [Contracts Webpage](#).
- D. Eligible Purchaser desires to contract with Enterprise Services to access and use the Contracts, subject to their terms and conditions.
- E. The purpose of the Agreement is to establish the terms and conditions to authorize Eligible Purchaser to use the Contracts.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **DURATION.** This Agreement is effective as of the effective date stated herein and shall continue in force unless terminated by either party upon thirty (30) calendar days prior written notice.
2. **ELIGIBLE PURCHASER'S REPRESENTATIONS AND WARRANTIES.** Eligible Purchaser makes each of the following representations and warranties as of the effective date of this Agreement and at the time any order is placed pursuant to any Contract by Eligible Purchaser. If, at the time of any such order, Eligible Purchaser cannot make such representations and warranties, Eligible Purchaser shall not place any such order and shall, within three (3) business days notify Enterprise Services, in writing, and terminate this Agreement.
 - a. **ELIGIBLE PURCHASER STATUS.** Eligible Purchaser represents and warrants that, as set forth in RCW 39.26.050(1), RCW 43.19.005(2), and/or the Interlocal Cooperation Act (RCW 39.34), it is an entity that is eligible to utilize Enterprise Services' Contracts. Eligible Purchaser further represents and warrants that, upon request from Enterprise Services, Eligible Purchaser shall provide documentation to confirm its eligibility to use the Contracts.
 - b. **CONTRACT AUDITS.** Eligible Purchaser represents and warrants that it shall cooperate with Enterprise Services, the Office of the State Auditor, federal officials, and/or any third party authorized by law or contract, in any audit conducted by such party pertaining to any Contracts that Eligible Purchaser has made purchases from pursuant to this Agreement, including providing records related to any purchases from such Contracts.

3. **AUTHORIZED USE; FINANCIAL RESPONSIBILITY.** Eligible Purchaser understands and agrees that it shall: (a) deal directly with the Contract's awarded contractor (i.e., the vendor, supplier, service supplier, etc.) for any purchases it makes under the Contract, as authorized by this Agreement; and (b) assume full and complete responsibility, financial and otherwise, for any purchases made pursuant to any Contract.
4. **SEPARATE RESPONSIBILITY.** Each party to this Agreement shall be responsible for the acts, errors, and omissions of itself and its own officers, employees, and agents acting within the scope of the performance of this Agreement and within the scope of their authority.
5. **RESOLVING CONTRACT PURCHASE DISPUTES.** The parties agree that, if there are any disputes between Eligible Purchaser and a Contract contractor, Eligible Purchaser shall: (a) provide Enterprise Services written notice of the nature of the dispute including the efforts undertaken to resolve the dispute; and (b) unless otherwise provided in the Contract, work in good faith with the contractor to resolve the dispute without the involvement of Enterprise Services. Enterprise Services may, upon request, review and assist in the resolution of a dispute, and, if Enterprise Services chooses to do so, Eligible Purchaser will cooperate with Enterprise Services in that resolution process. Enterprise Services, in its sole discretion, may elect to resolve disputes with a contractor on behalf of Eligible Purchaser and all other users of the applicable Contract. In such event, Enterprise Services' resolution shall be binding.
6. **AGREEMENT ADMINISTRATION & NOTICES.**
 - a. **AGREEMENT CONTACTS.** The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement. The parties may change agreement administrators by written notice as set forth below.

Enterprise Services

Attn: Contracts & Procurement
Washington Dept. of Enterprise
Services PO Box 41411 Olympia,
WA 98504-1411
Email: CUA@des.wa.gov

Eligible Purchaser

Attn: City Clerk
Address: City of Olympia
PO Box 1967
Olympia, WA 98507
Email: skrier@ci.olympia.wa.us

- b. **ADDITIONAL AGREEMENT CONTACTS FOR ELIGIBLE PURCHASER.** If necessary or desired, Eligible Purchaser may specify alternative or additional contacts for purposes of this Agreement (e.g., Eligible Purchaser may specify alternative or additional contacts for usage of certain Contracts such as vehicle ordering); *Provided*, however, that such alternative or additional contacts must utilize email notification to facilitate computer-generated cost-effective and efficient communication between the parties. Eligible Purchaser may designate such additional contacts at any time as set forth below.
 - c. **NOTICES.** Any notices required or desired shall be in writing and sent by U.S. mail (postage prepaid) or email, and shall be sent to the respective addressee at the respective address or email address set forth above or to such other address or email address as the parties may specify in writing. Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.
7. **GENERAL PROVISIONS.**

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the Enterprise Services' website or other electronically retrievable public source as required by RCW 39.34.040.
- b. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. NO AGENCY. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. ASSIGNMENT. Eligible Purchaser may not assign its rights under this Agreement.
- g. GOVERNING LAW. The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law principles that would provide for the application of the laws of another jurisdiction.
- h. JURISDICTION & VENUE. In the event that any action is brought to enforce any provision of this Agreement, the parties agree to exclusive jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- i. CAPTIONS & HEADINGS. The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

- k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

City of Olympia
A Local government **GOVERNMENT AGENCY**

By: Steven Burney Digitally signed by Steven Burney
Date: 2024.06.10 09:50:26 -07'00'

Name: Steven Jay Burney

Title: City Manager

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES
A GOVERNMENT AGENCY

By: Rebecca Linville Digitally signed by Rebecca Linville
Date: 2024.06.11 13:43:10 -07'00'

Name: Rebecca Linville

Title: Washington State Chief Procurement Officer
Assistant Director, Contracts & Procurement

NOTE: Please sign in Adobe and submit this form electronically.
It will delay processing if you physically print and sign the form.