



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, May 5, 2026

6:00 PM

Council Chambers, Online and Via
Phone

Watch the meeting at www.olytv3.com

Register for virtual public comment:

https://us02web.zoom.us/webinar/register/WN_LS8YbKqNSoCpSj1EVbi4Qw

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A [26-0305](#) Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Attachments: [Proclamation](#)

[AANHPI Heritage Celebration Webpage](#)

- 2.B [26-0327](#) Special Recognition - Proclamation Recognizing Jewish American Heritage Month

Attachments: [Proclamation](#)

3. PUBLIC COMMENT

(Estimated Time: 0-30 Minutes) (Sign-up Sheets are provided in the Foyer.)

During this portion of the meeting, community members may address the City Council regarding items related to City business, including items on the Agenda. In order for the City Council to maintain impartiality and the appearance of fairness in upcoming matters and to comply with Public Disclosure Law for political campaigns, speakers will not be permitted to make public comments before the Council in these two areas: (1) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (2) where the speaker promotes or opposes a candidate for public office or a ballot measure.

Individual comments are limited to two (2) minutes or less. In order to hear as many people as possible during the 30-minutes set aside for Public Communication, the City Council will refrain from commenting on individual remarks until all public comment has been taken. The City Council will allow for additional public comment to be taken at the end of the meeting for those who signed up at the beginning of the meeting and did not get an opportunity to speak during the allotted 30-minutes.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR*(Items of a Routine Nature)*

- 4.A** [26-0342](#) Approval of April 28, 2026 Olympia City Council Meeting Minutes
Attachments: [Minutes](#)
- 4.B** [26-0317](#) Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027-2029 Grant for the Olympia Armory Building
Attachments: [Resolution](#)
 [Heritage Capital Projects Grant Webpage](#)
- 4.C** [26-0332](#) Approval of a Resolution to Amend the Ziply Fiber Master Use Permit
Attachments: [Resolution](#)
 [Amendment to Master Use Permit](#)
- 4.D** [26-0335](#) Approval of a Resolution Authorizing a Contract with Solid Waste Systems Equipment, LLC for One Waste Collection Truck
Attachments: [Resolution](#)
 [Supplemental Agreement](#)
- 4.E** [26-0337](#) Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027-2029 Grant for the Olympia Armory Building
Attachments: [Resolution](#)
 [Heritage Capital Projects Grant Webpage](#)

4. SECOND READINGS (Ordinances) - None**4. FIRST READINGS (Ordinances) - None****5. PUBLIC HEARING - None****6. OTHER BUSINESS**

- 6.A** [26-0307](#) 2026 State Legislative Session Debrief, Interim Planning, and Preliminary 2027 Legislative Agenda Check-in
Attachments: [2026 Legislative Agenda](#)
- 6.B** [26-0326](#) Approval of Opioid Funding for Pooling with the Opioid Abatement Council
Attachments: [Interlocal Agreement](#)
 [2026-2027 Thurston County Opioid Response Plan](#)
- 6.C** [26-0336](#) Discussion of the Downtown Commercial Vacancy Study
Attachments: [Downtown Vacancy & Vitality Study](#)

7. CONTINUED PUBLIC COMMENT

(If needed for those who signed up earlier and did not get an opportunity to speak during the allotted 30 minutes)

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS**9. CITY MANAGER'S REPORT AND REFERRALS****10. ADJOURNMENT**

The City of Olympia is committed to the non-discriminatory treatment of all persons in employment and the delivery of services and resources. If you require accommodation for your attendance at the City Council meeting, please contact the Assistant to the City Manager at 360.753.8441 at least 48 hours in advance of the meeting. For hearing impaired, please contact us by dialing the Washington State Relay Service at 7-1-1 or 1.800.833.6384.



City Council

Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Agenda Date: 5/5/2026
Agenda Item Number: 2.A
File Number:26-0305

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Asian American, Native Hawaiian, and Pacific Islander Heritage Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim the month of May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia.

Report

Issue:

Whether to proclaim the month of May as Asian American, Native Hawaiian, and Pacific Islander Heritage Month in the City of Olympia.

Staff Contact:

Olivia Salazar de Breau, Culture and Belonging Manager, Parks, Arts and Recreation. 360.753.8343

Presenter(s):

Representative from the Asian Pacific Islander Heritage Coalition of South Puget Sound

Background and Analysis:

Each May, the City of Olympia recognizes Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month-an opportunity to honor the history, cultures, and contributions of AANHPI communities across the country and within our city. From the arrival of the first Japanese immigrants in the 1800s to the essential role of Chinese laborers in building the transcontinental railroad, AANHPI individuals have helped shape the United States. In Washington State, communities representing 48 Asian and Pacific Island nations continue to enrich the social and cultural fabric of the region.

In Olympia, AANHPI residents are a vital part of the city's identity, contributing to its growth and

vibrancy through leadership, creativity, and service. While celebrating these accomplishments, the City of Olympia also acknowledges the challenges AANHPI communities have faced and reaffirms its commitment to equity and inclusion. The City of Olympia is proud to sponsor the AANHPI Heritage Festival on May 23, 2026, at South Puget Sound Community College - Lacey Campus, which will be hosted by the Asian Pacific Islander Coalition of South Puget Sound-a celebration of culture, unity, and community through storytelling, art, and shared experiences.

Climate Analysis:

No impacts to any of the climate mitigation sectors.

Equity Analysis:

This recognition raises awareness about the contributions and achievements made by generations of Asian Americans, Native Hawaiians, and Pacific Islanders here in the Pacific Northwest and across the nation. This recognition benefits Olympia residents as well as those in neighboring communities by increasing a sense of belonging and inclusion.

Attachments:

Proclamation
AANHPI Heritage Celebration Webpage

P R O C L A M A T I O N

WHEREAS, each May, the United States celebrates Asian American, Native Hawaiian, and Pacific Islander (AANHPI) Heritage Month, a time to honor and uplift the generations of AANHPI individuals whose perseverance, contributions, and cultural traditions have enriched the fabric of our nation and reflect the ongoing pursuit of equity and justice; and

WHEREAS, Asian Pacific American Heritage Week was established by Congress in 1978 to commemorate the arrival of the first Japanese immigrants to the United States on May 7, 1843, and to honor the critical contributions of Chinese laborers to the completion of the transcontinental railroad on May 10, 1869; and

WHEREAS, in 1992, Asian Pacific American Heritage Month was officially designated as a full month of celebration to recognize the historical and cultural contributions of AANHPI communities across the United States; and

WHEREAS, the 2026 AANHPI Heritage Month theme, “Power in Unity: Strengthening Communities Together,” recognizes the collective strength, solidarity, and resilience of AANHPI communities and affirms the importance of working across communities to advance equity, belonging, and shared prosperity; and

WHEREAS, Washington State is home to a vibrant and diverse AANHPI population representing many cultures, languages, and histories, and AANHPI residents have played a vital role in shaping the state’s civic, economic, and cultural life while continuing to advocate for representation, equity, and access to democracy; and

WHEREAS, Olympia’s history has long been shaped by AANHPI communities, including early Chinese immigrants who established one of the City’s historic Chinatowns in the late 19th and early 20th centuries, creating a vibrant center of commerce, community life, and mutual support despite facing systemic exclusion and displacement; and

WHEREAS, today, AANHPI residents in Olympia continue to shape the City through leadership in public service, education, small business, healthcare, arts and culture, and community advocacy; residents strengthen the social, cultural, and economic vitality of the community; and

WHEREAS, the City of Olympia recognizes that AANHPI communities continue to experience racism, xenophobia, and systemic inequities, and affirms its commitment to advancing racial equity, dismantling structural barriers, and ensuring that all residents feel safe, valued, and able to thrive; and

WHEREAS, AANHPI Heritage Month provides an opportunity to acknowledge both the historical injustices experienced by these communities and the ongoing work to build a more just, inclusive, and equitable Olympia; and

WHEREAS, the City of Olympia is proud to sponsor the Asian American, Native Hawaiian, and Pacific Islander Heritage Festival on May 23, 2026, which

will be hosted and coordinated by the Asian Pacific Islander Coalition of South Puget Sound, in celebration of community, heritage, and unity through culture and storytelling; and

WHEREAS, the City of Olympia encourages all residents to take action by learning from and engaging with the histories, cultures, and contributions of AANHPI communities,

NOW, THEREFORE, be it resolved that the Olympia City Council does hereby proclaim May 2026 as

ASIAN AMERICAN, NATIVE HAWAIIAN, AND PACIFIC ISLANDER HERITAGE MONTH

in the City of Olympia, and reaffirms its commitment to equity, inclusion, and belonging and standing in solidarity with AANHPI communities. The City encourages all residents to celebrate the enduring contributions, rich cultural heritage, and enduring spirit of Asian Americans, Native Hawaiians, and Pacific Islanders in our community, and to actively participate in building a more just and inclusive future for all.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5th DAY OF MAY, 2026.

OLYMPIA CITY COUNCIL

**Dontae Payne
Mayor**



City Council

Special Recognition - Proclamation Recognizing Jewish American Heritage Month

Agenda Date: 5/5/2026
Agenda Item Number: 2.B
File Number:26-0327

Type: recognition **Version:** 1 **Status:** Recognition

Title

Special Recognition - Proclamation Recognizing Jewish American Heritage Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Proclaim May 2026 as Jewish American Heritage Month

Report

Issue:

Whether to proclaim May 2026 as Jewish American Heritage Month

Staff Contact:

Melissa McKee, Assistant to the City Council, 360.753.8443

Presenter(s):

Daniel Farber, Temple Beth Hatfiloh, President of the Congregation

Background and Analysis:

Jewish American Heritage Month was created in 2006 by Presidential Proclamation. It is important to recognize the invaluable role Jewish people and organizations have made to our community, especially in support of equity and civil rights.

Climate Analysis:

This is not expected to impact carbon emissions.

Equity Analysis:

As white supremacist and other hate-based organizations have been increasingly active in recent years, antisemitic harassment and violence have grown. It is important to take visible steps to oppose this hate and support our Jewish community.

Type: recognition **Version:** 1 **Status:** Recognition

Financial Impact:
No financial impact.

Attachments:
Proclamation

CITY OF OLYMPIA

Proclamation

WHEREAS, the Jewish American experience is a story of faith, fortitude, and progress and one that is connected to key tenets of American identity including our nation's commitment to freedom of religion and conscience; and

WHEREAS, generations of Jews have fled to the United States in search of a better life for themselves and their families, and these immigrants made invaluable contributions in a myriad of ways in support of equality and civil rights through their leadership and achievements; and

WHEREAS, now recognized in May Jewish American Heritage Month was first proclaimed in April 2006 by Presidential Proclamation stating that “the Jewish American story, and the story of our Nation as a whole, is fueled by faith, resilience, and hope”; and

WHEREAS, Jewish Americans connect to their Jewish identity in a variety of ways such as culturally, ethnically, religiously, and by following Jewish ethics and values; and

WHEREAS, over 150 years ago, in 1873 the Hebrew Benevolent Society of Puget Sound, the first Jewish organization in Washington, was established in Olympia to create a cemetery. The cemetery is still in use and is the oldest Jewish cemetery in Washington. The Hebrew Benevolent Society was later absorbed by Temple Beth Hatfiloh. Founded in 1937, Temple Hatfiloh continues to be a growing and vibrant community; and

WHEREAS, Jewish Americans are racially, ethnically, socially, politically, and economically diverse with approximately 12 to 15 percent of Jews in the United States being people of color; and

WHEREAS, in recent years, Jewish Americans have increasingly experienced anti-Semitism, including but not limited to physical attacks, vandalism, verbal and physical harassment, and hateful comments posted on social media and other online platforms; and

WHEREAS, this month, we honor Jewish Americans — past and present — whose experience and accomplishments are inextricably woven into the tapestry of our community, including places of worship such as Temple Beth Hatfiloh and the Chabad Jewish in Olympia; and

WHEREAS, The Temple Beth Hatfiloh is active in the work of Tikkun Olam (which translates to “Repair of the World”) by advocating for immigrant justice, engaging in environmental stewardship, honoring the freedom of religion, and collaborating with Interfaith Works and other organizations; and

WHEREAS, the Chabad Jewish Center of Olympia, established in 2007, purchased of their new campus in the heart of Olympia’s Westside in 2023, creating a hub for education, celebration, and community engagement that continues to bolster Jewish pride, foster meaningful practice, and enrich the broader Olympia community; and

NOW, THEREFORE, BE IT RESOLVED, the Olympia City Council hereby proclaims the month of May 2026 as

JEWISH AMERICAN HERITAGE MONTH

in the city of Olympia and encourages all Olympians to condemn anti-Semitism hatred and bigotry of any kind, to include Jewish Americans in all facets of civic life in our community and join our Jewish community in the work of repairing the world.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 5th DAY OF MAY 2026

OLYMPIA CITY COUNCIL

**Dontae Payne
Mayor**





City Hall
601 4th Avenue E.
Olympia, WA 98501
360-753-8244

City Council

Approval of April 28, 2026 Olympia City Council Meeting Minutes

Agenda Date: 5/5/2026
Agenda Item Number: 4.A
File Number:26-0342

Type: minutes **Version:** 1 **Status:** Consent Calendar

Title

Approval of April 28, 2026 Olympia City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501
Information: 360.753.8441

Tuesday, April 28, 2026

6:00 PM

Council Chambers, Online and Via
Phone

Watch the meeting at www.olytv3.com

Register for virtual public comment:

https://us02web.zoom.us/webinar/register/WN_tUOoH8rxR4SFbnQ3gEyVOA

1. ROLL CALL

Present: 6 - Mayor Dontae Payne, Mayor Pro Tem Yến Huỳnh, Councilmember Robert Vanderpool, Councilmember Clark Gilman, Councilmember Kelly Green and Councilmember Paul Berendt

Excused: 1 - Councilmember Dani Madrone

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [26-0313](#) Special Recognition - Proclamation Recognizing Olympia Bicycle Month

Mayor Payne and Councilmembers read a proclamation recognizing May as Olympia bicycle month. Senior Program Specialist Kristin Gilkerson and Community Challenge Coordinator from Intercity Transit Ali Fuller accepted the proclamation and spoke briefly about the value of multi-modal transportation within the City of Olympia.

The recognition was received.

2.B [26-0312](#) Special Recognition - Proclamation Recognizing Public Service Employees Month

Mayor Payne and Councilmembers read a proclamation recognizing May as Public Service Employees month. City Manager Jay Burney provide comments on the value and dedication of all City of Olympia employees.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: CC Coates, Victoria Harmon, Sezung Kim, Georgia Aust,

Jean Eberhardt, Annette Ruzicka, David Webb, Jennifer Robinson, Alexandrovic Garr, Sybil Dooghan, and Crystal Snare.

COUNCIL RESPONSE TO PUBLIC COMMENT (Optional)

4. CONSENT CALENDAR

- 4.A** [26-0308](#) Approval of April 14, 2026 City Council Meeting Minutes

The minutes were adopted.

- 4.B** [26-0316](#) Approval of April 21, 2026 Olympia City Council Study Session Minutes

The minutes were adopted.

- 4.C** [26-0301](#) Approval of a Resolution Authorizing the City Manager to Sign a Restrictive Covenant Dedicating the Use of City-Owned Property for a Children's Museum for Ten Years

The resolution was adopted.

- 4.D** [26-0310](#) Approval of a Resolution Authorizing the City Manager to Sign an Asset Transfer Agreement with Thurston Communications 911 (TCOMM911)

The decision was adopted.

- 4.E** [26-0315](#) Approval of a Resolution Authorizing an Extension of the Agreement with OIR Group for Civilian Police Auditor Services

The decision was adopted.

- 4.F** [26-0322](#) Approval of a Resolution Appointing Paul Horton to Serve on the Independent Salary Commission

The decision was adopted.

4. SECOND READINGS (Ordinances) - None

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING - None

Approval of the Consent Agenda

Mayor Pro Tem Huynh moved, seconded by Councilmember Gilman, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 6 - Mayor Payne, Mayor Pro Tem Huynh, Councilmember Vanderpool, Councilmember Gilman, Councilmember Green and Councilmember Berendt

Excused: 1 - Councilmember Madrone

6. OTHER BUSINESS

[26-0314](#) Report on the New Format of the Monthly Financial Report and Discuss the 2027 Budget Calendar

Finance Director Mike Githens presented the new format for the monthly financial report and budget timeline for 2027.

The Council discussed and asked clarifying questions.

The discussion was completed.

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Burney reported that the downtown vacancy study is coming to the Council next week, and expressed his appreciation to all the staff and community members who made the 2026 Spring ArtsWalk a great success.

10. ADJOURNMENT

The meeting adjourned at 8:06 p.m.



City Council

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027 -2029 Grant for the Olympia Armory Building

Agenda Date: 5/5/2026
Agenda Item Number: 4.B
File Number:26-0317

Type: decision **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027-2029 Grant for the Olympia Armory Building

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing an application for the Heritage Capital Projects 2027-2029 grant for the Armory.

Report

Issue:

Whether to apply for a Heritage Capital Projects grant, which would require a grant match of up to \$2 million. This grant is administered by the Washington State Historical Society, to support facilities that provide public access to history.

Staff Contact:

Valerie Roberts, Armory Building Manager, Parks, Arts & Recreation, 360.753.8468

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia Armory was transferred by the Washington State Legislature to the City of Olympia, *"for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives."* The building itself is an Olympia landmark, designed by noted Olympia architect Joseph Wohleb, completed in 1938.

Heritage Capital Projects are a two to one matching grant, for requests between \$10,000 and \$1,000,000. The City of Olympia has received \$1,000,000 from this grant for the 2023-2025 biennium

and an additional \$500,000 in the 2025-2027 biennium for design work in preparation for major systems renewal and to begin addressing critical code and life safety improvements to the Olympia Armory building.

If approved, the Parks, Arts and Recreation Department (OPARD) intends to apply for this grant again for funds to address essential HVAC upgrades. This would allow the City to retire the old boiler system within the Olympia Armory and replace it with a state-of-the-art VRF (Variable Refrigerant Flow) HVAC system. This system will increase the energy efficiency of the building as well as make the Armory a more comfortable place for all future program participants and tenants. The largest possible match required from the City would be \$2 million, which has already been committed by the City for Phase 1 renovations.

The grant deadline is June 5, 2026, for a full proposal. If Council approves the resolution, OPARD staff will work with the construction and design contractor, Ameresco, to complete application materials.

Climate Analysis:

In working with the Department of Enterprise Services (DES) Energy Savings Program, which offers professional expertise and contract management services for energy and utility conservation project, all building improvements for the Armory are approached through an Energy Conservation Lens. Because building use will change and occupancy will increase, we will most likely see an increase in energy use but a longer-term reduction of greenhouse gas emissions from the improvements to this building, especially as we commit to look for opportunities for clean self-sustaining energy such as solar. The VRF system will be a major step forward in making the Olympia Armory energy efficient and using best available technology to address climate change.

Equity Analysis:

The Olympia Community, Arts Nonprofits, Anchor Partners and more will benefit from HVAC upgrades as it is one essential improvement that will make the Armory available for community use. This will provide an art center for the community, a long-awaited asset. Although this portion of the work does not have a high community engagement component, it is based on community engagement work done previously through the 2022 Concept Plan. Finally, this work will be done with Ameresco, whose commitment to diversity, equity, and inclusion and hiring local subcontractors who are minority and women owned is high and demonstrable.

Neighborhood/Community Interests (if known):

The Olympia Armory was placed on the City's heritage register in 2021 with support and assistance of the Eastside Neighborhood Association. The Olympia Armory was accepted onto the National Register of Historic Places in 2024.

Financial Impact:

The City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant, from the Olympia Parks, Arts and Recreation Capital Fund.

Options:

1. Move to approve a resolution authorizing an application for the Heritage Capital Projects 2027-

- 2029 grant for the Armory.
2. Do not approve a resolution authorizing an application for a Heritage Capital Projects 2027-2029 grant for the Armory.
 3. Consider applying for a Heritage Capital Projects grant for the Armory at another time. This is the 2027-2029 grant cycle, so the next opportunity would be after 2029.

Attachments:

Resolution

Heritage Capital Projects Grant Webpage

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON STATE HISTORICAL SOCIETY 2027-2029 HERITAGE CAPITAL
PROJECTS (HCP) GRANTS FOR THE ARMORY CREATIVE CAMPUS PROJECT**

WHEREAS, on March 1, 2022, the Olympia Armory was transferred from the Washington State Military Department to the City of Olympia “for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives”; and

WHEREAS, since 2021, the Olympia Armory has been on the City’s Heritage Register; and

WHEREAS, the City worked with the community on a Conceptual Design and Business Plan to transition the Armory into a community art center to connect people and ideas to ignite community, collaboration and innovation through arts and culture; and

WHEREAS, the 1938 structure requires major systems renewal, to rehabilitate and preserve this historic building for full public programming and utilization; and

WHEREAS, The City received a Heritage Capital Project Grant for 2023-2025 and again for 2025-2027 in order to address some of the critical code improvements needed to make the building accessible to the public, and continued essential improvements need to be accomplished in 2027-2029; and

WHEREAS, the City has the opportunity to apply for and potentially receive a Heritage Capital Projects grant for 2027-2029; the Heritage Capital Projects grant for 2027-2029 would require a grant match of up to \$2 million; and

WHEREAS, the City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the application for a Heritage Capital Projects grant for 2027-2029 between the City of Olympia and Washington State Historical Society for the Armory Creative Campus Project and the terms and conditions contained therein.
2. Should the City be awarded the grant, the City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for the Heritage Capital Projects 2027-2029 grant, the grant contract, and any other

documents necessary to obligate funds for the Armory Creative Campus Project, and to make amendments or minor modifications as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY



City Council

Approval of a Resolution to Amend the Ziplly Fiber Master Use Permit

Agenda Date: 5/5/2026
Agenda Item Number: 4.C
File Number: 26-0332

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution to Amend the Ziplly Fiber Master Use Permit

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the Resolution acknowledging Ziplly Fiber Pacific LLC's transfer to NFC Northwest LLC of certain rights under a Master Use Permit granted by the City, and approve an Amendment to that Master Use Permit, and authorize the City Manager to sign the Amendment.

Report

Issue:

Whether to acknowledge Ziplly Fiber Pacific LLC's transfer of certain rights under its Master Use Permit granted by the City to its business affiliate, NFC Northwest LLC, and whether to approve an Amendment to that Master Use Permit to reflect that transfer and to address a minor technical issue with the Master Use Permit that has become apparent in the course of administering that Permit.

Staff Contact:

Jeff Johnstone, P.E., City Engineer, Public Works Engineering, 360.753.8290

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Ziplly Fiber Pacific, LLC (Ziplly Fiber) is a telecommunications company providing telecommunications services to residential and business customers in the City of Olympia through a Master Use Permit. The City issued the Master Use Permit to Ziplly Fiber in 2024.

Ziplly Fiber was recently bought by BCE, Inc. (a holding company for Bell Canada); however Ziplly Fiber continues to operate as an independent subsidiary of BCE, Inc. with its headquarters in Kirkland, WA.

In May 2025, BCE and PSP Investments (Public Sector Pension Investment Board, one of Canada's largest pension investors) formed Network FiberCo, LLC, a partnership to accelerate the development of Ziplly Fiber's network through PSP's investment. PSP Investments owns 51 percent of Network FiberCo LLC and BCE (through Ziplly Fiber) owns the remaining 49 percent. Network FiberCo LLC in turn owns another entity called NFC Management, LLC, and that entity owns NFC Northwest, LLC ("NFC Northwest"). NFC Northwest is now a partner entity with Ziplly Fiber.

Under this partnership structure, Ziplly Fiber and NFC Northwest each play a role in the build-out, operation, and management of Ziplly Fiber's network, including within the City of Olympia. Ziplly Fiber will continue to own and manage the network connecting to individual customers at their homes or places of business, while NFC Northwest will own and manage the distribution network connecting customers to Ziplly Fiber's centrally located network infrastructure. To facilitate this co-management and operation arrangement, Ziplly Fiber is transferring some of its assets, including some of its rights under the Master Use Permit with the City, to NFC Northwest.

A section of Ziplly's Master Use Permit, titled "Transfer of Ownership," governs whether and when the City's consent to a transfer of ownership of Ziplly Fiber's rights under the Master Use Permit is required. That section says that "[t]he City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER." (Underlining added.)

Because NFC Northwest is an entity under common control with Ziplly Fiber, Ziplly Fiber's transfer of assets to NFC Northwest is not subject to the City's consent under the Master Permit. Nevertheless, for administrative convenience, it is advantageous for both the City and Ziplly Fiber to record its acknowledgment of this transfer of assets and cooperative management and operation of Ziplly Fiber's network within Olympia. This proposed action by Council will accomplish that acknowledgment through this Resolution and will authorize amendment of the Master Use Permit to reflect this new arrangement.

Unrelated to the transfer of assets from Ziplly Fiber to NFC Northwest, the City and Ziplly Fiber have, in the course of Ziplly Fiber's construction and operation of its network in Olympia, identified a technical issue with the Master Use Permit. To facilitate effective administration of the Master Use Permit and Ziplly Fiber's build out and operation of its network in Olympia, the parties want to correct that issue with a minor, technical amendment to the Master Use Permit. This minor technical amendment clarifies the City's code definitions that apply and should have very little, if any, practical effect on Ziplly Fiber's activities under the Master Use Permit.

Climate Analysis:

This action has no known climate impacts.

Equity Analysis:

This action has no known equity issues.

Neighborhood/Community Interests (if known):

This action may facilitate Ziplly Fiber's build-out of its telecommunications network within the City of Olympia, giving more Olympia residents the choice to utilize Ziplly Fiber for telecommunications

services, and thus driving competition among telecommunications providers and possibly lower prices for customers.

Financial Impact:

This action has no known financial impact.

Options:

1. Move to approve the Resolution acknowledging Ziplly Fiber Pacific LLC's transfer to NFC Northwest LLC of certain rights under a Master Use Permit granted by the City, and approve an Amendment to that Master Use Permit, and authorize the City Manager to sign the Amendment.
2. Direct staff to modify the Resolution or Amendment and return to Council for approval at a later date. This will delay the execution of the agreements.
3. Do not approve the Resolution. The Amendment will not be executed.

Attachments:

Resolution

Amendment to Master Use Permit

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
ACKNOWLEDGING ZIPLY FIBER PACIFIC, LLC'S ASSIGNMENT IN PART TO NFC NORTHWEST LLC
OF CERTAIN RIGHTS UNDER A MASTER USE PERMIT GRANTED BY THE CITY AND APPROVING AN
AMENDMENT TO THAT MASTER USE PERMIT TO REFLECT THAT TRANSFER AND TO MAKE A
TECHNICAL CORRECTION**

WHEREAS, Ziplly Fiber Pacific, LLC, ("Ziplly Fiber") is a telecommunications company providing communications and telecommunications services; Ziplly Fiber provides internet services to residential and business customers through its fiber-optic broadband network including within the City of Olympia;

WHEREAS, in April, 2024, through Ordinance No. 7392, the City Council granted Ziplly Fiber a non-exclusive Master Use Permit, granting Ziplly Fiber "the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way;" that Master Use Permit was granted for a term of five years and is effective until April 2029;

WHEREAS, since being granted the Master Use Permit, Ziplly Fiber has proceeded to build out its fiber-optic broadband network in Olympia, serving residential and business customers in those areas of the City reached by its network; however, Ziplly Fiber's full build-out of its planned network in the City is not yet complete;

WHEREAS, in August, 2025, Ziplly Fiber Pacific, LLC was bought by BCE, Inc. (a holding company for Bell Canada); though owned by BCE, Inc., Ziplly Fiber continues to operate as an independent subsidiary of BCE, Inc. with its headquarters in Kirkland, WA;

WHEREAS, in May, 2025, BCE and Public Sector Pension Investment Board (one of Canada's largest pension investors) ("PSP Investments") formed Network FiberCo, LLC, a partnership to accelerate the development of Ziplly Fiber's network through PSP's investment in Ziplly Fiber's build-out of its network; PSP investments owns 51 percent of Network FiberCo LLC and BCE (through Ziplly Fiber) owns the remaining 49 percent; Network FiberCo LLC in turn owns NFC Management, LLC, and that entity owns NFC Northwest, LLC ("NFC Northwest");

WHEREAS, under this partnership structure, Ziplly Fiber and NFC Northwest each play a role in the build-out, operation, and management of Ziplly Fiber's network, including within the City of Olympia; Ziplly Fiber will continue to own and manage the network connecting to individual customers at their homes or places of business, while NFC Northwest will own and manage the distribution network connecting customers to Ziplly Fiber's centrally located network infrastructure; to facilitate this co-management and operation arrangement, Ziplly Fiber is transferring some of its assets, including some of its rights under the Master Permit with the City, to NFC Northwest;

WHEREAS, Section 9 of the Master Use Permit, titled "Transfer of Ownership" governs whether and when the City's consent to a transfer of ownership or assignment of Ziplly Fiber's rights under the Master Use Permit is required; that section says that "[t]he City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER;"

WHEREAS, because NFC Northwest is an entity under common control with Ziplly Fiber, Ziplly Fiber's assignment in part of this Master User Permit to NFC Northwest is not subject to the City's consent under the Master Permit; nevertheless, for administrative convenience, Ziplly Fiber and the City want to record the City's acknowledgment of this assignment in part of this Master Use Permit and cooperative management and operation of Ziplly Fiber's network within Olympia;

WHEREAS, in the course of Ziplly Fiber’s construction and operation of its Network in Olympia, a technical issue with the Master Use Permit has been identified; to facilitate effective administration of the Master Use Permit and Ziplly Fiber’s build out and operation of its network in Olympia, the parties want to correct that issue with a minor, technical amendment to the Master Use Permit;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL HEREBY RESOLVES as follows:

1. The Olympia City Council hereby acknowledges Ziplly Fiber’s assignment in part of the Master Use Permit to NFC Northwest, LLC and Ziplly Fiber and NFC Northwest’s joint, cooperative operation of the Ziplly Fiber network.
2. The City Council hereby approves the amendment to the Master Use Permit with Ziplly Fiber and NFC Northwest to reflect the assignment in part Ziplly Fiber’s rights under the Master Use Permit to NFC Northwest, and to make a technical correction to the Master Use Permit and hereby authorizes the City Manager to execute that amendment on behalf of the City.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

**AMENDMENT NO. 1 TO
TELECOMMUNICATIONS MASTER USE PERMIT ISSUED TO ZIPLY FIBER PACIFIC, LLC**

THIS AMENDMENT is effective as of the date of the last authorizing signature below by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), Zippy Fiber Pacific, LLC, a Delaware Limited Liability Company (“Zippy Fiber”), and NFC Northwest, LLC, a Delaware Limited Liability Company (“NFC Northwest”).

RECITALS

1. Zippy Fiber is a telecommunications company providing communications and telecommunications services; Zippy Fiber provides internet services to residential and business customers through its fiber-optic broadband network;
2. In April, 2024, through Ordinance 7392, the City granted Zippy Fiber a non-exclusive Master Use Permit, granting Zippy Fiber “the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way,” that Master Use Permit was granted for a term of five years and is effective until April 21, 2029;
3. Since being granted the Master Use Permit, Zippy Fiber has proceeded to build out its fiber-optic broadband network in Olympia, serving residential and business customers in those areas of the City reached by its network; however, Zippy Fiber’s full build-out of its planned network in the City is not yet complete;
4. In August, 2025, Zippy Fiber Pacific, LLC was bought by BCE, Inc. (a holding company for Bell Canada); though owned by BCE, Inc., Zippy Fiber continues to operate as an independent subsidiary of BCE, Inc. with its headquarters in Kirkland, WA;
5. In May, 2025, BCE and Public Sector Pension Investment Board (one of Canada's largest pension investors) (“PSP Investments”) formed Network FiberCo, LLC, a partnership to accelerate the development of Zippy Fiber’s network through PSP’s investment in Zippy Fiber’s build-out of its network; PSP investments owns 51 percent of Network FiberCo LLC and BCE (through Zippy Fiber) owns the remaining 49 percent; Network FiberCo LLC in turn owns NFC Management, LLC, and that entity owns NFC Northwest;
6. Under this partnership structure, Zippy Fiber and NFC Northwest each play a role in the build-out, operation, and management of Zippy Fiber’s network, including within the City of Olympia; Zippy Fiber will continue to own and manage the network connecting to individual customers at their homes or places of business, while NFC Northwest will own and manage the distribution network connecting customers to Zippy Fiber’s centrally located network infrastructure; to facilitate this co-management and operation arrangement, Zippy Fiber is transferring some its assets, including some of its rights under the Master Permit with the City, to NFC Northwest;

7. Section 9 of the Master Use Permit, titled "Transfer of Ownership" governs whether and when the City's consent to a transfer of ownership of Ziplly Fiber's rights under the Master Use Permit is required; that section says that "[t]he City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER;"
8. Because NFC Northwest is an entity under common control with Ziplly Fiber, Ziplly Fiber's transfer of assets to NFC Northwest is not subject to the City's consent under the Master Permit; nevertheless, for administrative convenience, Ziplly Fiber and the City want to record the City's acknowledgment of this assignment in part of the Master Use Permit to NFC Northwest;
9. In the course of Ziplly Fiber's construction and operation of its Network in Olympia, a technical issue with the Master Use Permit has been identified; to facilitate effective administration of the Master Use Permit and Ziplly Fiber's build out and operation of its network in Olympia, the parties want to correct that issue with a minor, technical amendment to the Master Use Permit.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Master Use Permit is hereby amended to reflect Ziplly Fiber Pacific, LLC's assignment in part to NFC Northwest LLC; references to "Ziplly Fiber" throughout the Master Use Permit mean Ziplly Fiber Pacific LLC and NFC Northwest LLC .
2. Section 1 of the Master Use Permit, "Non-Exclusive Master Use Permit Granted" is amended as follows:
 - A. The City hereby grants to ZIPLY FIBER, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and including in "other ways" as defined in OMC 11.02.020, and referred to in this Master Permit as the "Master Permit area."
 - B. Such use may not be deemed to be exclusive to ZIPLY FIBER and the permitting thereof in no way prohibits or limits the City's ability to grant other master permits or rights along, over, or under the areas to which this Master Permit has been granted to ZIPLY FIBER; provided, that such other uses do not unreasonably interfere with ZIPLY FIBER's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit in no way interferes with existing utilities or in any way limits, prohibits, nor prevents the City from using the Master Permit area, and does not affect the City's jurisdiction over that area.
3. All remaining provisions of the Master Use Permit not here amended or supplemented remain as written and continue in full force and effect.

The City, Ziplly Fiber, and NFC Northwest have executed this **Amendment No. 1** of the Master Use Permit as of the date and year written above.

CITY OF OLYMPIA

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

APPROVED AS TO FORM:

Michael M. Young
Senior Deputy City Attorney

ZIPLY FIBER PACIFIC, LLC

By: Jessica Epley
Jessica Epley
Vice President of Regulatory and External Affairs
135 Lake Street South, Suite 155
Kirkland, WA 98033
Date of Signature: 04/14/2026

NFC Northwest, LLC

NFC Northwest, LLC hereby agrees to accept partial assignment and to be bound by all of the terms of Ordinance 7392 between the City of Olympia and Ziplly Fiber Pacific, LLC, as amended.

By: Byron Springer
Byron Springer
Chief Corporate Officer
135 Lake Street South, Suite 155
Kirkland, WA 98033
Date of Signature: 04/14/2026



City Council

Approval of a Resolution Authorizing a Contract with Solid Waste Systems Equipment, LLC for One Waste Collection Truck

Agenda Date: 5/5/2026
Agenda Item Number: 4.D
File Number:26-0335

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing a Contract with Solid Waste Systems Equipment, LLC for One Waste Collection Truck

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a resolution authorizing a contract with Solid Waste Systems Equipment, LLC for one waste collection truck.

Report

Issue:

Whether to approve a resolution authorizing a contract with Solid Waste Systems Equipment, LLC for one waste collection truck.

Staff Contact:

Ron Jones, Interim Waste ReSources Director, Public Works Waste ReSources, 360.753.8509

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Waste ReSources Utility has a need to replace one residential collection truck that was originally scheduled for replacement in 2025. This truck is beyond its useful life with increasing maintenance and repair costs. The Utility operates a total of seven residential collection trucks, all of which are maintained on a seven-year replacement cycle. Six of the seven trucks were replaced in 2025.

In January 2026, the City learned that Solid Waste Systems Equipment, LLC has a Peterbilt 520 stock truck with a Labrie chassis available for immediate delivery, at a not-to-exceed contract amount of \$473,417.62. This is a unique opportunity to purchase a waste collection truck available in stock

that meets the needs of the City.

If the City does not purchase this available stock truck, the alternative would be to place an order for a new vehicle, which according to the vendor, would require up to a two-year lead time, at current market prices which now exceed \$600,000.

Purchasing the vehicle at this time will bring the Utility's residential fleet of seven collection trucks fully current with its established replacement lifecycle. It also sets the Utility up for providing organics service to all residential customers in 2030 as part of the Organics Management Law.

Climate Analysis:

While the Waste ReSources Utility remains committed to long-term fleet electrification, current technology does not yet meet operational requirements for the City's residential collection routes. Electric collection trucks remain largely untested in long-term, high-demand applications, and current pricing is approximately 60 percent higher than comparable diesel-powered trucks.

Equity Analysis:

The Agreement has no implications regarding the City's equity work and goals.

Neighborhood/Community Interests (if known):

Having reliable waste collection trucks allows the City to efficiently provide services to our residential customers.

Financial Impact:

The cost to purchase the refuse collection truck from Solid Waste Systems Equipment, LLC is \$473,417.62, which includes sales tax and all associated fees. There are sufficient funds in the Fleet Equipment Rental and Revolving Fund to purchase this vehicle.

Options:

1. Move to approve a resolution authorizing a contract with Solid Waste Systems Equipment, LLC for one waste collection truck.
2. Do not approve a resolution authorizing a contract with Solid Waste Systems Equipment, LLC for one waste collection truck. This will result in sourcing a different truck at a later date, at a much greater expense.
3. Direct staff to take other action and return to Council at another date.

Attachments:

Resolution
Supplemental Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING THE SUPPLEMENTAL TERMS & CONDITIONS WITH SOLID WASTE
SYSTEMS EQUIPMENT, LLC FOR THE PURCHASE OF ONE WASTE REFUSE COLLECTION
TRUCK**

WHEREAS, the City of Olympia has determined that it has the need for one waste refuse collection truck to replace an existing truck that has reached the end of its useful life; and

WHEREAS, the City, through the SourceWell Cooperative Purchasing program, is able to purchase the necessary waste refuse collection trucks for the favorable price of \$473,417.62; and

WHEREAS, the City and Solid Waste Systems Equipment, LLC, have reached an agreement for the purchase of one truck;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the purchase of one waste refuse collection truck from Solid Waste Systems Equipment, LLC, for an amount not to exceed Four Hundred Seventy Three Thousand, Four Hundred Seventeen and 62/100 Dollars (\$473,417.62).
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia, the Supplemental Terms & Conditions, and any other documents necessary to obligate funds for the purchase of one waste refuse collection truck, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Supplemental Terms & Conditions, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS
SOLID WASTE SYSTEMS EQUIPMENT, LLC
UTILIZING SOURCEWELL PETERBILT MOTORS COMPANY MASTER CONTRACT #032824-PMC

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 Solid Waste Systems Equipment, LLC, (SWS) a Washington limited liability company ("Contractor") utilizing a cooperative purchase contract through Sourcewell for a Peterbilt vehicle that is assembled and in stock. By execution of this Agreement, the City avails itself of the terms and conditions in the Master Contract #032824-PMC (Peterbilt Motors Company) and Sourcewell (the "Master Agreement").

The City seeks to acquire a stock automated side load truck, Peterbilt 520 Stock Truck with a Labrie Chassis, for the not-to-exceed contract amount of Four Hundred Seventy Three Thousand, Four Hundred Seventeen and 62/100 Dollars (\$473,417.62), and the City wants to engage the Contractor to provide this product 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 - SWS Equipment, LLC, Quote #1005 Rev #2

Exhibit D - Peterbilt 520 Side Load Truck with Labrie Chassis Specifications

Exhibit E - SOURCEWELL Peterbilt Motors Company Master Contract No. 032824-PMC

Exhibit F - SOURCEWELL Peterbilt Discounts

Exhibit G - SOURCEWELL Labrie MC 110223-LEG

Exhibit H - SOURCEWELL Labrie Discounts

- II. The supplemental terms and conditions, amend and supplement the SOURCEWELL Master Contract #032824-PMC, 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:

SWS EQUIPMENT, LLC

Chris Keesler
Western Washington – General Manager
13502 Pacific Avenue
Tacoma, WA 98444
chrisk@swsequipment.com
253.318.0243

CITY OF OLYMPIA

Jaime Mastache
Fleet Operations Supervisor
PO Box 1967
Olympia WA 98507-1967
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 any 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 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, without liability to the Contractor. The City shall not be liable to the Contractor for 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, \$2,000,000 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.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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, or 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 Agreement, and those referenced herein, including Exhibits, contain the Entire Agreement of the Parties with respect to any matter covered or mentioned in this Agreement. 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, unless it can be modified to conform to such statutory provision while fully honoring the intent of this Agreement.

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 each signature, with a copy to their Contract Manager of this Agreement. 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 in Thurston County, Washington for those actions in state court. Federal actions must be brought in the United States District Court for the Western District of Washington.

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.

SWS EQUIPMENT, LLC

By: Jason Hendrickson
Jason Hendrickson
VP of Sales
6515 E. Nixon
Spokane Valley, WA 99212
jasonh@swsequipment.com
Date of Signature: 04/27/2026

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.

Jason Hendrickson
(Signature)

04/27/2026
(Date)

Jason Hendrickson
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 Contractor 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.

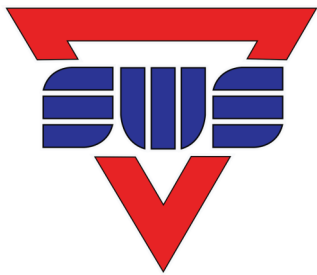
Contractor Name

Jason Hendrickson
Signature

Jason Hendrickson
Name (please print)

04/27/2026
Date

Vice President of Sales
Title



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ chrisk@swsequipment.com

www.SWSequipment.com

EXHIBIT "C"

Quote To:	Purchaser:	End-User:	Quote #:	1005-2
City of Olympia - Trash	City of Olympia - Trash	City of Olympia - Trash	Date:	01/30/2026
Donald Ragsdale	Bill To:	Ship To:	Sales Rep:	Chris Keesler
dragsdal@ci.olympia.wa.us			FOB:	Destination
Phone: 360-753-8106			Ship Via:	Bestway
Cell: 360-507-0706			Est. Ship Date:	30 days from signed order
			Term:	Net on Delivery

Stock Truck SWS230031, Pete 520 with Labrie Automizer TTD Alleyhand Arm

Chassis Vin 118627

Body VIN AU241000111549101

Source Well Pricing Contract Number 110223-LEG

Qty	Description	Unit Price	Ext. Price
1	Labrie Automizer TTD Total Capacity: 31 cu. yd (27+4) (Tip to Dump)	\$ 245,357.14	\$ 245,357.14
1	AGSS-0000 Spill shield on Gripper		
1	AGRA-STD05 Alley-Hand, Basic Arm, "32 to 95 US gal"		
1	EAOA-STD01 Arm out alarm at 6 km/h - 4 mph		
1	BCPH-0000 Crusher Panel (1)		
1	AAAC-0050 Auxiliary Arm Controls Inside Cab on Curbside		
1	ACJC-0020 Packer Control on Joystick		
1	APJC-0020 Crusher Panel Control on Joystick		
1	HHHR-0000 Hydraulic Requirements Waste Connections Inc.		
1	BCOT-0000 Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside		
1	BFEX-0010 Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical		
1	BESK-0000 Spill Kit on Rubrail Curbside (Center)		
1	CCTB-0000 Toolbox on Chassis Aluminium 24"D x 24"H x 24"W (Swing Door)		
1	BWCH-0010 Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels		
1	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)		
1	LBLR-0025 Backup Lights on Rubrails Mid-Body - LED (2)		
1	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)		
1	LWLK-0025 Work Light Package - LED (2)		
1	WL01-0000 Hopper Streetside (1)		
1	WL03-0000 Curbside Post (3)		

Qty	Description	Unit Price	Ext. Price
1	LAFF-0060 Alternating Strobing Lights 4" Amber on Front of Body - LED (2)		
1	LSLA-0020 Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)		
1	CCCC-0013 Triple 3rd Eye Cameras (3) With Heater/Without Shutter (Wide Angle)		
1	CL01-0000 Tailgate Center 2/3 (1) - Pointing Back		
1	CL04-0000 Hopper Streetside (4) - Pointing Curbside		
1	CL15-0000 Mirror Streetside (15) - Pointing Back		
1	CCCM-0003 3rd Eye 7" Color Monitor (AWT07MLED) (5 Channels)		
1	CCAW-0000 3rd Eye Air Wash on Backup Camera (1 Camera)		
1	ECAP-5398 Alarm Policy Waste Connections Inc.		
1	AGCD-0000 Cart/Container Counting Device on Arm(s)		
1	EPHM-0000 Hour Meter - Hydraulics		
1	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar		
1	BHUL-STD01 Hopper Side Wall Liner Streetside 3/8" – Plastic		
1	Hopper floor liner 1/4" - Hardox 450		
1	PCBP-STD01 Urethane Body Paint		
1	PBSC-0030 Bottom Part of Tg Painted a Different Color Than Body (Half)		
1	BASR-0000 Anti-sail Bars on Rear Mud Guards (Rear Wheels)		
1	Labrie Warranty on Body & Hydraulics: 1 Year		
1	Sourcwell Purchase		
1	2024 Peterbilt 520 Chassis * See Chassis Build Sheet for Specs.	\$ 287,857.14	\$ 287,857.14
1	Installation of a Groeneveld EP-0 SingleLine automated lubrication system on an Automated Refuse Truck: Arm, Body, and Chassis	\$ 7,892.40	\$ 7,892.40
1	Groeneveld Standard Warranty: (1) Year Parts & Workmanship. (5) Years if end user uses Groeneveld grease.		
1	Sourewell fee for Labrie 3% fee.		
	Discount		\$ - 129,865.60
Subtotal		\$ 541,106.68	\$ 411,241.08

Qty		
1	Scale Ticket - Required for WA State Chasiss Sales	\$ 198.00
1	Body Pre-Delivery Inspections	\$ 1,702.00
1	Interior Detail	\$ 178.00
1	Exterior Power Wash	\$ 534.00
1	Delivery truck to City of Olympia	\$ 356.00

Qty			
1	Freight service from Labrie, San Loius to SWS Tacoma		\$ 15,000.00
			Subtotal \$ 17,968.00
			Total \$ 429,209.08
Sales Tax (\$)			\$ 42,062.49
Tacoma Motor Vehicle Tax (\$)			\$ 2,146.05
			Grand Total \$ 473,417.62

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



January 30, 2026

Mr. Jaime Mastache
Fleet Operations Supervisor
Mr. Donald Ragsdale
Waste Re-Sources Operations Supervisor

City of Olympia
1401 Eastside Street SE
Olympia, WA 98501

REF: Agreement for SourceWell Bid Contract 110223-LEG Labrie Environmental Group

SWS Equipment would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of a Peterbilt 520 Chassis and a Labrie Automizer TTD W/Alley Hand Arm per SourceWell Contract 110223-LEG Labrie.

Following, please find the breakdown of the base prices and options.

2024 Peterbilt 520 Chassis, VIN 118627: With 2024 Labrie Automizer 30yd Tip to Dump Body with the Alley Hand Arm List Price \$ 541,106.68 *24% Sourcewell Discount = \$ 129,865.60

List Price \$541,106.68 - \$129,865.60 = \$411,241.08

Groeneveld Auto Lube System – Chassis, Body, Arm (\$7,892.40) Included above and discounted.

Scale Ticket	\$198.00
Body PDI	\$1702.00
Interior Detail	\$178.00
Exterior Power Wash	\$534.00
Delivery to City of Olympia	\$356.00
Freight Labrie San Louise to SWS Tacoma	\$15000.00

Sub Total Chassis and Body \$ 429,209.08

Washington State Sales Tax .098% \$ 42062.49

Washington Motor vehicle Sales (Including Chassis) \$ 2146.05





Total

\$473,417.62

All conditions for SourceWell will apply to this pricing.
Thank you for this opportunity to earn your business!

Chris Keesler
Western Washington Refuse Sales
SWS Equipment, LLC



13502 Pacific Ave South • Tacoma, WA 98444-4742
(206) 282-2100 • Fax (253) 627-4061 • 1 (800) 892-7831
www.SWSequipment.com

WA Contractor's License: SOLIDWS038JZ • ID Contractor's License: RCE-17173



From: [Jaime Mastache](#)
To: [Heather Reed](#); [Thanh Jeffers](#)
Cc: [Reid Corzatt](#)
Subject: RE: Replacement of Vehicle 1739
Date: Monday, March 2, 2026 11:13:32 AM
Attachments: [Sourcwell - Olympia - 230031.docx](#)
[image001.png](#)

Heather,

Please see response from SWS below.

Jaime,

I have made the changes for clarity and an explanation.

MSRP pricing of the Peterbilt 520 is \$287,857.14, SWS is applying a 24% discount to this chassis. The discount is \$69,085.71 resulting in a price of \$218,771.42 for sourcwell pricing. We are giving you a 24% discount on MSRP pricing on all equipment and chassis. The discount does not apply to freight. Which we had to add back in due to sourcwell. The sourcwell fee is to SWS.

The price advertised for on EQ# 230031 is a straight cash price, it is exempt of any contracts that require any additional fees and or bonding, the pricing is not designed and or promoted for sourcwell.

In lieu of the standard 3% MSRP discount from Labrie products SWS is offering you a 24% discount that equals \$129,865.60 off MSRP pricing.

Let me know if you have any more questions

Thanks,
Chris

Chris Keesler

Western Washington- General Manager
13502 Pacific Ave | Tacoma, WA 98444
Phone: (509)533-9000 | Direct: (253)318-0243



Kind regards,


Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices

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Chassis Prebill, W/O Prices ▼

ChassisNumber:

118627

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CHASSIS NUMBER: 118627	Plant: F	MODEL: 0005201	CUSTOMER NAME: SWS	TENTATIVE DATE: 08/07/23

REPORT DATE: 05/09/23**CHASSIS NUMBER:** 118627**MODEL:** 0005201**PLANT CODE:** F**DEALER NO:** W395**OPS STAT:** 05/09/23**PRESENT ID-1:** 520 RHD ASL LABRIE**CUSTOMER PO:** DM2024**DEALER NAME AND ADDRESS:****CUSTOMER NAME AND ADDRESS:**

WESTERN PETERBILT, LLC.

VMON

P. O. BOX 24065

SWS

SEATTLE WA 98124

SHIPPING DESTINATION: SEE INSTRUCTIONS**STARTING CHASSIS NO:** 118627**ENDING CHASSIS NO:** 118636**REQUESTED:** 07/31/23**PRICE EFFECTIVE DATE:** 01/01/23**TENTATIVE DATE:** 08/07/23**FIRM DATE:****WHEELBASE:** 221.00**CAB TO AXLE:** 220.90**CAB TO END OF FRAME:** 295.90**AXLE TO BACK OF CAB:** 0.10

OPTION	DESCRIPTION	PUB WGT
BASE MODEL		
0005201	MODEL 520 LCF	P 16475
0200700	NOT APPLICABLE	P 0
	SECONDARY MANUFACTURER	
FRAME AND EQUIPMENT		
0514170	10-3/4" STEEL RAILS 343"-450"	P 280
	3/8" RAIL THICKNESS	
0601500	FULL STEEL INNER LINER	P 600
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS	
0620110	FEPTO PROV 9" BUMPER EXTENSION	P 42
0620500	FRAME COMPONENTS BOLTED IPO HUCK FASTEN	P 0
0644020	EOF SQUARE WITH STEEL CROSSMEMBER	P 64
0651090	OMIT REAR MUDFLAPS & HANGERS	P 0
FRONT AXLE AND EQUIPMENT		
1011360	DANA SPICER D2000F 20,000 LB, 3.5" DROP	P 0
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P 0
1243010	POWER STEERING SHEPPARD M100 DUAL GEAR	P 0
1353540	PHP10 ALUMINUM PRESET+ HUBS	P 179-
1380230	DANA SPICER 5" DROP IPO 3.5"	P 0
1380240	DANA SPICER WIDE TRACK IPO STD	P 15
	FRONT AXLE(S)	
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P 0
	16,000-23,000 LB STR OR FRT DRIVE	
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P 0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P 0
REAR AXLE AND EQUIPMENT		
1523440	DANA SPICER D46-172 46,000 LBS.	P 0
1616300	PHP10 IRON PRESET+ HUBS	P 0
1672630	DIFF LOCK BOTH AXLES	P 60



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1680280	BENDIX SMART ATC TRACTION CONTROL	P	2
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
1680500	SBM VALVE	P	0
1680550	UPSIZE PARKING BRAKES	P	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	35
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	0
1705380	RATIO 5.38 REAR AXLE	P	0
1824410	HENDRICKSON HMX EX 460 46,000 LBS., 54" HAULMAAX, 70K CREEP RATING	P	66-
1921375	16.5" SADDLE HEIGHT HMX EX 400/460 IPO STD 18.5"	P	0
1921965	HMX EX DOUBLE REBOUND STRAP KIT	P	0
ENGINE AND ENGINE EQUIPMENT			
2072507	PACCAR MX-11 355R@1600 GV@2200 1250@900 REFUSE (2021 EMISSIONS)	P	619
2091130	VMUX ELECTRONICS ARCHITECTURE	P	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0
2091372	EFF EIST NA EXPIRATION MILES	P	0
2091640	EFFECTIVE VSL SETTING NA	P	0
2092012	TYPICAL OPERATING SPEED 55 MPH	P	0
2092027	MX RETARDER STATE CRUISE CONTROL ON (MANUAL MODE ENGINE PARAMETER)	P	0
2092032	POWERTRAIN OPTIMIZED FOR PERFORMANCE	P	0
2092056	DASH MTD PTO MODE CONTROL CAB/REMOTE SWITCH	P	0
2092067	PTO MODE CONTROL - CAB & REMOTE STATION	P	0
2092082	ENGINE MONITORING PROTECTION - DERATE (PACCAR MX)	P	0
N2069	AA086 64....MAX ACCEL PEDAL VEH SPD		
N2070	AA003 64....CC MAX TARGET SPEED		
N2071	AE002 650...IDLE TARGET		
N2074	AE001 NO....ENBL MX RETARDER IN NEUTRAL		
N2075	AA039 0.1...TIME DELAY FOR RTRDR ACT		
N2076	AA038 2.....AUTO RTRDR VEH SPD OFFSET		
N2077	AA037 4.....DSL SPD OFFSET		
N2080	AA004 10....CC MIN ENABLE SPEED		
N2083	AA006 MT....MULTI TORQUE IN CC		
N2084	AA026 5.....EIST PARKED MAX IDLE TIME		
N2085	AA027 5.....EIST STANDSTILL IDLE TIME		
N2086	AA024 39....EIST LO AMBAIR TEMP OVRDE		
N2087	AA023 80....EIST HI AMBAIR TEMP OVRDE		
N2090	AA025 5.....EIST PTO MAX IDLE TIME		
N2091	AA029 YES...EIST RESET FROM ENG LOAD		
N2093	AE003 ON....FIC ENABLE/DISABLE		
N2094	AA042 1900..FIC MAX ENG SPEED		
N2099	AA055 OFF...CAB: CLUTCH INTLK		
2140200	CARB ENGINE IDLING COMPLIANCE	P	0



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2140400	REINFORCED BELLY PAN	P	0
2140420	ENGINE OIL TEST PORT	P	0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY	P	0
	REMOTE CONTROL PROVISION		
2140670	EPA EMISSION WARRANTY	P	0
N2101	AA058 ON A..CAB: PARK BRK INTLK		
N2102	AA063 6.....CAB:MAX VEH SPEED		
N2103	AA057 ON A..CAB: NEUTRAL INTLK		
N2111	AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT		
N2112	AA062 2000..CAB: MAX ENG SPD- SW CTRL		
N2113	AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE		
N2114	AA068 YES...CAB: ACCEL ACTV IN CAB PTO		
N2115	AA059 ON A..SER BRK INTLK: NO PTO		
N2117	AA030 NO....EIST OVERRIDE FROM ENG LOAD		
N2118	AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL		
N2119	AA031 0.....EIST EXPIRATION DISTANCE		
N2120	AA064 650...CAB: MIN ENG SPD		
N2122	AA065 800...CAB: DEDICATED PRESET (-)		
N2123	AA032 YES...EIST ACCEL PEDAL RESET		
N2124	AA033 YES...EIST SERVICE BRK RESET		
N2125	AA034 YES...EIST CLUTCH PEDAL RESET		
N2126	AA035 YES...EIST PTO OVERRIDE		
N2127	AA066 900...CAB: DEDICATED PRESET (+)		
N2129	AA077 800...REM: DEDICATED PRESET (-)		
N2130	AA087 0.....VSL EXPIRATION DISTANCE		
N2131	AA088 100...LRSL SPD LMT		
N2132	AA076 650...REM: MIN ENG SPD		
N2149	AA078 900...REM: DEDICATED PRESET (+)		
N2158	AA079 DEDIC.REM: PRESET +/- SWITCH TYPE		
N2160	AA070 OFF...REM: CLUTCH INTLK		
N2164	AA019 YES...EIST PARK BRAKE RESET ENABLE		
N2170	AA072 ON AD.REM: NEUTRAL INTLK		
N2171	AA073 ON AD.REM: SER BRK INTLK: NO PTO		
N2190	AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO		
N2191	AA022 30....EIST LO CLNT TEMP OVRDE		
N2192	AA013 BOTH..OFFSET MODE		
N2193	AA009 0.....DRIVER REWARD VEH SPD BONUS		
N2194	AA010 -5.....DRIVER REWARD VEH SPD PNLTY		
N2195	AA015 3.....MIN SPEED FOR DR SHIFT AID		
N2196	AA016 1.....DSA LOWEST ACTV GEAR		
N2197	AA017 6.....DSA HIGHEST ACTV GEAR		
N2198	AA074 2000..REM:MAX ENG SPD-ACCEL CTRL		
N2199	AA069 YES...PTO REM PEDAL ENABLE		
N2200	AA005 OFF...DYNAMIC CC ENABLE		
N2201	AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC		
N2202	AA050 750...CAB: CUSTOM PRESET 1		
N2203	AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC		
N2204	AA052 850...CAB: CUSTOM PRESET 2		
N2205	AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC		
N2206	AA054 950...CAB: CUSTOM PRESET 3		
N2207	AA056 OFF...CAB: CUSTOM INTLK		



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N2208	AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN		
N2209	AA044 750...CAB/REM: CUSTOM PRESET 1		
N2210	AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN		
N2211	AA046 850...CAB/REM: CUSTOM PRESET 2		
N2212	AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN		
N2213	AA048 950...CAB/REM: CUSTOM PRESET 3		
N2214	AA071 OFF...REM: CUSTOM INTLK		
N2217	AQ001 4.....PCC MAX NEGATIVE OFFSET (AQ0		
N2218	AQ002 4.....PCC MAX POSITIVE OFFSET (AQ0		
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0
2521090	IMMERSSION TYPE BLOCK HEATER 110-120V	P	2
	SEE SALES TOOL DESC FOR PLUG LOCATION		
2522080	PACCAR PREMIUM STARTER-MX ENGINES ONLY	P	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0
	BATTERIES, 2190 CCA		
2539740	KISSLING BATTERY DISCONNECT SW 300AMP	P	2
	DUAL TAB; MTD ON BATTERY BOX		
2621000	2-SPEED FAN CLUTCH FOR FREQUENT	P	0
	START/STOPS		
2738410	WABCO 25.9 CFM AIR COMPRESSOR - (MX)	P	7
2811160	COMPRESSION BRAKE, MX	P	0
2921180	PACCAR FUEL/WATER SEPARATOR ON ENGINE	P	0
	EXTENDED SERVICE INTERVAL PACCAR MX		
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0
3120320	BUGSCREEN	P	0
3120450	STAINLESS STEEL GRILLE	P	0
3261980	HEAVY DUTY AIR CLEANER	P	0
3365300	EXHAUST VERTICAL LH	P	0
	DPF/SCR LH BOC VERTICAL		
3381860	EXHAUST 90 DEGREE DIFFUSER	P	0
	TRANSMISSION AND CLUTCH		
4052970	ALLISON 4500 RDS-P TRANSMISSION, GEN 6	P	390
	RUGGED DUTY SERIES		
4210190	1810 HD DRIVELINE, 1 MIDSHIP BEARING	P	15
	4.5" X .180 WALL TUBING		
4216590	1710 DRIVELINE INTERAXLE	P	4-
	FOR TANDEM REAR AXLES		
4233910	(1) DASH MTD SINGLE ACTING EOH PTO CTRL	P	0
	ELECTRIC OVER HYDRAULIC		
4250900	MAIN TRANSMISSION REAR SUPPORT	P	11
4252890	ALLISON FUELSense 2.0 NOT DESIRED	P	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER	P	0
4256350	AUTO NEUTRAL AK, ALLISON HD/RDS	P	0
	SINGLE STEER LH OR RH		
4256740	ALLISON 6-SPEED CONFIGURATION	P	0
	4500 TRANSMISSIONS ONLY		
4256910	ALLISON TRANSMISSION FLUID TEST PORT	P	0
	REMOTE COUPLER		
4256990	ROLLING DIRECTION CHANGE SHIFT INHIBIT	P	0
	FEATURE, ALLISON TRANSMISSIONS		



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AIR AND TRAILER EQUIPMENT

4510210	BENDIX AD-HF EP AIR DRYER, HEATER	P	0
	COALESCING FILTER, EXTENDED PURGE		
4540220	WIRE BRAID BRAKE HOSE, REAR	P	15
4540420	NYLON CHASSIS HOSE	P	0
4540940	(1) FLIPPER VALVE TO ACTUATE	P	11
	FRONT/REAR BRAKES		
4541600	WIRE BRAID BRAKE HOSE, FRONT	P	4
4543320	STEEL PAINTED AIR TANKS	P	0
N4510	4510210 REF LABRIE DRAWING FOR AIR		
N4511	4510210 DRYER AND AIR TANK LOCATION.		
N4512	4510210 #179252 R2.		

TIRES AND WHEELS

5004060	FF: CN 20PLY 425/65R22.5 HAC3	P	53
	INCLUDES TPMS SENSOR		
	PART: CN05652010000 FET: 74		
5104070	RR: CN 16PLY 11R22.5 HSC3	P	184
	INCLUDES TPMS SENSOR		
	PART: CN05652440000 FET: 232		
5190008	CODE-REAR TIRE QTY 08.		
5220090	FF: ALCOA 823628 22.5X12.25 HIGH POLISH	P	82-
	ALM; 2.75" INSET		
5310600	RR: ACC STL ARMOR 50291PK 22.5X8.25	P	0
	HEAVY DUTY		
5390008	CODE-REAR RIM QTY 08.		

FUEL TANKS

5556130	26" ALUM 80 GAL FUEL TANK LH BOC	P	13
5604080			
5651720	LOCATE BOC FUEL TANK(S) REARWARD	P	0
	AS FAR AS POSSIBLE		
5652890	DEF TANK MOUNTED LH BOC	P	0
5652940	PACCAR MX ENGINE FUEL COOLER	P	15
5652980	DEF TO FUEL RATIO BETWEEN 1:1 AND 2:1	P	0
5655069	DEF TANK 520, 7.3 GAL	P	0

BATTERY BOX AND BUMPER

6010460	ALUMINUM SPACE SAVER BATTERY BOX LH BOC	P	11-
6030360	MOUNT SPACE SAVER BATTERY BOX TOP OF	P	0
	BOX 8" BELOW TOP OF FRAME		
6122810	STEEL BUMPER SWEEP BACK PAINTED	P	2
6132400	NOTCHED TOP FLANGE OF BUMPER	P	0
	DOES NOT INCLUDE FEPTO PROVISIONS		

CAB AND EQUIPMENT

6501090	53" LCF PROBILT CAB RH DRIVE	P	0
6540020	KEY ALL UNITS ALIKE	P	0
6540160	THERMAL INSULATION PACKAGE IN CAB	P	0
6541330	KEY G330	P	0
6800500	4.5" RUBBER FLARES ON CAB	P	0
	AND WHEEL WELL FENDERS		
6911720	PETERBILT DRIVER SEAT	P	0
6921720	PETERBILT PASSENGER SEAT	P	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD	P	0

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Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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	BLACK		
6939400	AIR RIDE DRIVER	P	44
6939440	LOW BACK DRIVER	P	0
6939480	MORDURA DRIVER	P	0
6939510	NON-AIR RIDE PASSENGER	P	0
6939540	LOW BACK PASSENGER	P	0
6939570	VINYL PASSENGER	P	0
7000000	GRAY INTERIOR COLOR	P	0
7000045	HIGH-VISIBILITY INTERIOR GRABHANDLES	P	2
	PAINTED YELLOW		
7001520	ADJUSTABLE STEERING COLUMN	P	0
	TILT/TELESCOPE		
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0
7040020	DIAMOND PLATE FLOOR COVERING ON DRIVER	P	7
	SIDE FLOOR IPO RUBBER MAT		
7110680	EXTERIOR CAB ENTRY GRABHANDLE	P	0
	TEXTURED; NFPA COMPLIANT		
7220150	FIXED REAR WINDOW BOC DARK TINT	P	0
	18.5"X54"		
7230350	TWO-PIECE FLAT WINDSHIELD	P	0
	#REQUIRES MANAGEMENT APPROVAL ON M.D.#		
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0
7330920	(2) DEFROSTER FAN ON REAR HEADER	P	60
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	4
	N/A W/ 2.1M HR SLEEPER		
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD	P	7-
	(N/A W/6501100)		
7561450	(4)CONVEX 8" SS MIRROR, (2) CNTR MTD	P	4
	UNDER,(2) CNTR MTD OVER MIRROR BRACKET		
7610020	(1) AIR HORN 15" PAINTED	P	0
	MOUNTED UNDER CAB		
7721050	SATELLITE RADIO	P	0
	REQUIRES USB PORT & BT FOR PHONE/AUDIO		
7722120	CONCERTCLASS, AM/FM,WB, 3.5 AUX	P	11
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB	P	7
	(4) SPEAKERS		
7728020	BLUETOOTH LOCATED ON DRIVER SIDE	P	0
7728030	RADIO MUTE WHEN AUTOMATIC OR AUTOMATED	P	0
	TRANSMISSION IN REVERSE		
7728040	BLUETOOTH PHONE & AUDIO	P	0
	REQUIRES USB PORT		
7728050	USB PORT	P	0
7788055	SmartLINQ REMOTE DIAGNOSTICS	P	0
7788056	24 MONTHS SMARTLINQ SUBSCRIPTION W/OTA	P	0
	FUNCTIONALITY - PACCAR MX ENGINES		
7851330	CAB TILT PUMP AIR ASSIST	P	0
7851870	RAIN GUTTERS OVER BOTH DOORS	P	9
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS	P	0
	W/INTERMITTENT FEATURE		
7901090	ECCO DS-1500 REVERSE MOTION SENSOR	P	0
	USE W/ BACKUP ALARM		

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**Chassis Order Inquiry - 2.1.22258.1**

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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7901140	BACKUP ALARM (87-112 DB)	P	7
	VARIABLE ADJUSTING		
8011850	TRANSMISSION OIL TEMPERATURE (MAIN)	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8021315	AIR RESTRICTION INDICATOR	P	0
	MOUNTED ON EXHAUST STANCHION		
8031120	WARNING LIGHT BATTERY DISCONNECT	P	0
	SWITCH ENGAGED (MARKER LIGHT)		
8070010	UP TO (4) ADDITIONAL ELECTRIC SWITCHES	P	0
	WITHOUT WIRING		
8070260	SWITCH TO DEACTIVATE ATC	P	0
	TRACTION CONTROL		
8070390	ENGINE HOURMETER GAUGE	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8070450	ENGINE PTO HOURMETER GAUGE	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8070860	MAIN INSTRUMENTATION PANEL	P	0
	DIGITAL CLUSTER 7" DISPLAY		
8070940	VOLTMETER GAUGE (MD/520 ONLY)	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8110150	HEADLIGHTS SINGLE RECTANGULAR LED	P	0
8120570	(5) LED CLEARANCE,(2) LED MARKER LIGHTS	P	0
8131560	(2) PETERBILT FOG LIGHTS	P	7
	RECESSED IN BUMPER		
8133900	NONE FURNISHED STOP/TAIL/BACKUP	P	0
8133960	DAYTIME RUNNING LIGHTS	P	0
	REQUIRED ON ALL CANADIAN VEHICLES		
8134160	SELF-CANCELING TURN SIGNAL	P	0
8153100	(1) F/O LOAD LIGHT, SWITCH, 10' WIRE	P	2
	COIL UNDER/IN CAB/SLEEPER		
	PAINT		
8500710	STANDARD PAINT COLOR SELECTION	P	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT	P	0
	CAB/HOOD		
N8502	A - L0006EY WHITE		
N8520	FRAME L0001EA BLACK		
N8550	CAB ROOF L0006EY WHITE		
N8570	BUMPER L0001EA BLACK		
	MISCELLANEOUS		
9400090	PETERBILT CLASS 8 STANDARD COVERAGE	P	0
	1 YEAR/100,000 MILES (160,000 KM)		
9400092	PACCAR MX STANDARD COVERAGE	P	0
	2 YRS/250,000 MI (400,000 KM)/6,250 HRS		
9407147	FUEL PRICE INDEX FACTOR \$243 NET	P	0
9408703	BASE WARR: EMISSIONS	P	0
	5YR/100K MI-EPA ENGINE		
9408936	FRAME LAYOUT IDENTICAL TO PREVIOUS CHAS	P	0
9409097	STATE REGISTRY: WASHINGTON	P	0
9409879	LONG LEAD-TIME COMPONENT(S) ON ORDER	U	0
	ORDER PROCESSING		
9409880	LONG LEAD-TIME COMPONENT(S) - 4 WEEKS	U	0

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Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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Home Page

Export

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N9400	9408936 SN 111097
N9994	EMAIL: STU.FOX@DOBBSTRUCKGROUP.COM
N9995	CELL PHONE: 206-730-6739
N9996	SALESPERSON ID: STUART FOX
N9997	DEALER CONTACT
N9998	NAME: STUART FOX PH:206-624-7383

UNIT TYPE: 2

PRICE EFFECTIVE DATE: 01/01/23

**** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTION OR FRAME RAIL WEIGHTS. ACTUAL 'SHIPPING' WEIGHT MAY VARY.**

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**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

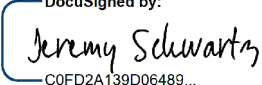
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

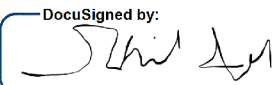
22. CANCELLATION

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

Sourcewell

Peterbilt Motors Company

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2024 | 11:29 PM CDT

DocuSigned by:

DD52CB0924194DD...
By: _____
Phill Hall
Title: National Fleet Sales Manager
Date: 7/5/2024 | 2:26 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors - MD Sales

Does your company conduct business under any other name? If yes, please state: TX

Address: 3200 Airport Road
Denton, TX 76205

Contact: Phillip Hall

Email: phillip.hall@paccar.com

Phone: 940-367-5665

Fax: 940-367-5665

HST#:

Submission Details

Created On: Thursday February 08, 2024 08:16:30

Submitted On: Thursday March 28, 2024 09:59:08

Submitted By: Phillip Hall

Email: phillip.hall@paccar.com

Transaction #: 7e53e445-46c2-4228-b451-099b1f022cfa

Submitter's IP Address: 71.14.148.40

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Peterbilt Motors Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8K065	*
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205	*
6	Proposer website address (or addresses):	http://www.peterbilt.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.	*
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on its website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership. PACCAR had an outstanding year in 2022. The company's revenues of \$28.82 billion and net income of \$3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record \$13.17 billion. PACCAR's financial performance has enabled the company to declare \$8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of \$588.9 million, including \$6.22 billion of new loan and lease volume. In 2022, capital investments were \$505 million and research and development expenses were \$341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights - Worldwide net sales and revenues were \$28.82 billion in 2022 compared to \$23.52 billion in 2021, primarily due to higher truck and parts revenues. - Truck sales were \$21.49 billion in 2022 compared to \$16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. - Parts sales were \$5.76 billion in 2022 compared to \$4.94 billion in 2021 reflecting higher demand and price realization in all markets. - Financial Services revenues were \$1.51 billion in 2022 compared to \$1.69 billion in 2021, primarily due to lower used truck sales. - In 2022, PACCAR earned net income for the 84th consecutive year. Net income was \$3.01 billion (\$5.75 per diluted share) in 2022 compared to \$1.87 billion (\$3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. - Capital investments were \$505.0 million in 2022 compared to \$511.8 million in 2021. - After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. - Research and development (R&D) expenses were \$341.2 million in 2022 compared to \$324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcwell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. - The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) - Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) - Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) - Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.
20	What percentage of your sales are to the governmental sector in the past three years	2%
21	What percentage of your sales are to the education sector in the past three years	<1%
22	List any state, provincial, or cooperative purchasing contracts that you hold.	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.
	What is the annual sales volume for each of these contracts over the past three years?	Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.	N/A
	What is the annual sales volume for each of these contracts over the past three years?	

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kent County Road Commission	Steve Roose	616-481-5368
Montcalm County Road Commission	Mark Christensen	616-835-6654
McHenry County DOT	Benjamin Justen	815-334-4977
Village of Northfield Illinois	John Rikje	224-707-2645
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	\$955,750	*
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	\$2,018,482	*
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987	*
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	\$1,854,965	*
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	\$930,620	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.	*
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations	*
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be coordinated and managed by an authorized Peterbilt Dealer sales person.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLink that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States. *
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada. *
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada. *
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors. *
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories. *

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535, 536, 537, 548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

	three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel. SmartNav: A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian. SmartAir: Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs. SmartLink: SmartLINK and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership. Collision Mitigation: Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead. HID + LED headlights: Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting. Predictive Cruise: Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead. Driver Performance Assistant: When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicle's RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy. Driver Information Display: The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions). Stability Control with Automatic Traction Control: Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets. Zinc coated frame rails: Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck. Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine. Allison FuelSense: Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend). Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents. Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc. Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc. Standard technology on Peterbilt trucks that provide value to fleets: FRAME Steel rails with gussets to maximize RBM. Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. STEER AXLE Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

	Greaseless spring pins reduce maintenance and improve ride quality. Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components. DRIVE AXLE Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear. Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life. ENGINES & RELATED SYSTEMS Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. Silicone radiator and heater hoses enhance value, durability and reliability. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Constant tension and torque band clamps reduce leaks. Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance. Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime. Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability. Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability. Optimized exhaust routing to simplify the truck order process and provide optimal performance. AIR SYSTEM Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures. FUEL TANKS Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks. ELECTRICAL SYSTEM Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history. Braided chassis harness cover provides durability. Convuluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability. CAB / HOOD Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability. Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing. One piece roof reduces potential for leaks. Lap seam construction and aircraft fasteners has greater clamp load than rivets. Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability. Interior Left and Right Side Grab Handles for easy access into the cab. CAB INTERIOR LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier. Integrated "dead pedal" for driver comfort. Four ergonomically positioned entry / egress grabhandles Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. LIGHTS Projector module pod headlights provide outstanding visibility. 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. Headlights turn on automatically when windshield wiper blades are activated. Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement. DASH & INSTRUMENTATION Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. LED backlit gauges to prevent eye fatigue. PAINT Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over \$1.11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested \$800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company's manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint stripping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.	*
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+. For BEV battery pack prices can vary \$20,000+ due to range size.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is \$200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. $(\text{List Price} \times \% \text{ off}) = \text{Discount}$ $(\$200,000 \times 15\%) = \$30,000$ $(\text{List Price} - \text{Discount}) = \text{Sourcewell Price}$ $(\$200,000 - \$30,000) = \$170,000$	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to offer the flat \$500/truck administrative fee that was provided for our current Sourcewell contract.

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

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

Line Item	Question	Response *

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Strippers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Stripping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME - Steel rails with gussets to maximize RBM. - Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. - Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. - Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. - Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. - Standard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. - Two frame mounted tow pins standard. STEER AXLE - Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. - Factory front axle alignment to improve handling and reduce tire wear. - Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. - Greaseless spring pins reduce maintenance and improve ride quality. - Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.

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

ENGINES & RELATED SYSTEMS

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

TRANSMISSION & RELATED SYSTEMS

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

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

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

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

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

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.	*
75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW	*
76	Class 6 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR	*
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR	*
78	Class 8 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 4 chassis.	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 5 chassis.	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☒ Yes ☐ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Peterbilt does not offer Class 3 chassis.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

- [Pricing](#) - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- [Financial Strength and Stability](#) - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- [Marketing Plan/Samples](#) - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- [WMBE/MBE/SBE or Related Certificates](#) - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- [Warranty Information](#) - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

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

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1



SUBJECT: Sourcewell Customer Pricing CY2024-2028

DB # 24-21
DATE: 09-16-24

Peterbilt is excited to announce the extension of the Sourcewell Customer Pricing program for 2025-2028. Sourcewell, formerly NJPA, holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the "% Off List" price the customer will pay when ordering units on the Sourcewell program.



Sourcewell

Formerly NJPA



Sourcewell Customer Pricing CY2024-2028

Peterbilt Motors Company Contract #032824-PMC July 29, 2024 REVISION

Model	Model 220	Model 220EV	Model 535	Model 536	Model 537	Model 548
Average List Price	\$119,000	\$367,900	\$115,500	\$128,000	\$145,800	\$177,000
CY2024-2028 Sourcewell DISCOUNT	5%	5%	15%	15%	15%	15%
Estimated Sourcewell Customer Price	\$113,050	\$349,505	\$98,175	\$108,800	\$123,930	\$150,450

Model	Model 567	Model 579	Model 579EV	Model 589	Model 520	Model 520EV
Average List Price	\$281,000	\$264,700	\$662,700	\$294,000	\$284,000	\$690,300
CY2024-2028 Sourcewell DISCOUNT	25%	25%	25%	25%	25%	25%
Estimated Sourcewell Customer Price	\$210,750	\$198,525	\$497,025	\$220,500	\$213,000	\$517,725

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

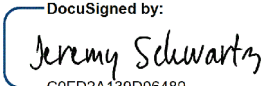
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

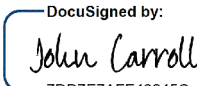
22. CANCELLATION

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

Sourcwell

Labrie Enviroquip Group USA Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/22/2023 | 12:45 PM CST

DocuSigned by:

7DD7E7AFE43245C...
By: _____
John Carroll
Title: Vice President Sales & Marketing
Date: 12/22/2023 | 12:21 PM CST

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/22/2023 | 1:22 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Labrie Enviroquip Group
Address: 175-B, route Marie-Victorin
Levis, Quebec G7A 2T3
Contact: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Phone: 920-312-6124
HST#:

Submission Details

Created On: Tuesday September 19, 2023 08:19:03
Submitted On: Wednesday November 01, 2023 10:04:25
Submitted By: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Transaction #: 492a3f6b-4026-4c80-bbb0-72a6f4b65ba9
Submitter's IP Address: 97.94.51.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Labrie Environmental Group USA INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Enviroquip LLC Enviroquip Parts LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LEG Purchaser INC LEG Holding INC Labrie Environmental Holding LP Labrie Parts Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not currently have a CAGE code as we sell through our distributor network and not directly to the federal government.	*
5	Proposer Physical Address:	175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3	*
6	Proposer website address (or addresses):	www.groupelabrie.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Carroll Vice-President Sales and Marketing 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 john.carroll@labriegrup.com P: 1-800 463-6638 x6223 M: (214) 897-6093	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Regional Sales Manager 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 andrew.levasseur@labriegrup.com M: (920) 312-6124	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable John and Andy are the main contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Labrie Environmental Group is a renowned leader in the manufacturing of equipment for the solid waste industry in North America, with a strong presence through its Leach™, Labrie™, and Wittke™ brands. In late 2020, the Labrie Group was acquired by Wynnchurch Capital LLC, headquartered in Illinois, USA. The company operates three major manufacturing facilities, strategically located in Lafayette, GA, USA; Levis, QC, Canada; and San Luis, Mexico (near Yuma, AZ), where it focuses on the production and delivery of Leach™, Labrie™, and Wittke™ collection vehicles for waste refuse. To distribute and support its products, Labrie Group relies on a robust distributor network that spans the United States and Canada. Additionally, the company owns and operates LabriePlus™ Parts & Service support centers in Oshkosh, WI, USA, and Levis, QC, Canada. What sets the Labrie Group apart from its competitors is its commitment to technological innovation and sustainable practices. The company invests heavily in research and development to offer greener, more efficient, smarter, and safer equipment. Labrie Group has earned recognition for its design and manufacture of manual, semi-automated, and fully automated side-loading collection vehicles, including the groundbreaking Expert 2000™, which was launched in 1994. As masters of automation, Labrie is the only manufacturer that engineers and builds its own drop-frame vehicles in-house. In 1999, Labrie Group became the first manufacturer in its industry to obtain ISO 9001-2000 certification, a testament to its commitment to quality and excellence. In 2004, Labrie acquired a dedicated plant for producing automated arms, lifters, and tippers. Two years later, in 2006, the company introduced the Expert 2000, an improved version of its original Expert line, featuring a tapered body and drop frame, which gained significant popularity across North America. That same year, Labrie further expanded its product offerings by acquiring the parts business and assets of Leach™ and Wittke™ from Federal Signal Corporation, adding rear loading and additional front-loading platforms. In October 2006, Labrie Environmental Group unified its brands, Labrie™, Leach™, and Wittke™, under one corporate umbrella. Since then, Labrie Environmental Group has maintained its commitment to innovation and has consistently launched industry-leading products. Beginning in 2020, Labrie has prioritized the centralization of its information systems technologies to further enhance support for its partners and clients. In line with this, the company has successfully introduced several new products that have gained significant recognition in the industry. These include the Alley-Hand arm, the Automizer Pendulum Packer and the EnviroLink - Smarter Collection Technology notably. Looking ahead, The Group has an exciting roadmap of planned innovations that will continue to shape and redefine the solid waste industry in the coming years. Labrie serves a diverse clientele in the waste sector, ranging from small to large private haulers, national waste management service providers, and a wide range of customers that includes hundreds of small towns, counties, major municipalities, and cities. The company has established itself as a trusted partner for these customers. Labrie Group has demonstrated its commitment to innovative and sustainable solutions by being an early adopter of Natural Gas as an alternative fuel, gaining extensive experience with Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG). In addition to these alternative fuel options, the company has recently expanded its offerings to include electrically motorized Labrie and Leach trucks (EVs), further solidifying its dedication to sustainable transportation solutions. With a robust distributor network that includes dealers, parts, and service centers spanning across Canada and the United States, world-class manufacturing facilities, and strong, dedicated partners, the Labrie Group has firmly established itself as a leader in the essential waste industry. The company is committed to providing innovative solutions and setting industry standards with its renowned products. With a keen awareness of evolving customer needs, Labrie Environmental Group remains well-positioned in the marketplace and ready to expand its operations. In this regard, we eagerly await an award from Sourcwell for our proposal as we seek to strengthen and maintain our successful partnership.	*
11	What are your company's expectations in the event of an award?	Labrie's expectation in the event of an award would be to continue to build on the success of our previous Sourcwell contracts and provide Sourcwell members continued product value in the marketplace.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held company our financial statements are not made public. We have attached our audited financials; however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis QC location is free of any encumbrance.	*
13	What is your US market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in the US is estimated at 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in Canada is estimated at 40%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Labrie has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Labrie utilizes a skilled and experienced distributor network for sales, support, and service. Currently there are thirty certified Labrie distributors in the USA and Canada. In addition to the certified distributors Labrie also has eight Regional Sales Managers, five Field Service Managers, and two full time demo operators to assist with any Sourcewell members requests.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie Group is certified as a final stage manufacturer. Other certifications and standards Labrie Group complies with are : Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Labrie has not been involved in any suspension or disbarment.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Labrie Environmental Group manufactures Labrie side loaders, Wittke front loaders, and Leach rear loaders at manufacturing facilities located in Levis Quebec, LaFayette Georgia, and San Luis Arizona. With endless options and configurations Labrie specialized in custom manufacturing to guarantee the Sourcewell member gets the correct product for their unique application. Our extensive distributor network in the USA and Canada provides local sales, rentals, parts, and service support to assist the Sourcewell members needs.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Labrie automated side loaders Wittke front loader Leach rear loaders Manual side loaders Recycling and multicompartment collection vehicles Expert drop frame side loaders Commercial side loaders CNG solutions Electric vehicle solutions Dual Drive / Right Hand drive chassis configurations
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Labrie offers chassis solutions through our stock chassis pool. We collaborate with Freightliner, Mack, Autocar, Peterbilt, and Battle Motors to get Sourcewell members the correct configuration for their applications. In addition to our stock chassis pool our extensive distributor network also secures various chassis for their own distributor stock pools. With the chassis shortages we are currently seeing in the marketplace the above options give the Sourcewell member a advantage for securing equipment in a timely manner.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Labrie currently offers a full line of products mounted on electric / hybrid chassis.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Labrie and our distributor network offers Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies to Sourcewell / Canoe members in US and Canada
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	Labrie and our distributor network offers a wide range of chassis, including diesel, CNG, hybrid or alternative fuel, and electric powered chassis to Sourcewell / Canoe members in the US and Canada through our stock chassis program..
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	Labrie is constantly evaluating and improving our products across all platforms with operator and vehicle safety in mind.
26	Maintenance services	☒ Yes ☐ No	Labrie and our distributor network can assist with a members specific maintenance requirement and develop a plan that is tailor fitted to the member.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Labrie is offering a discount off list price exclusive to Sourcwell member only.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Labrie's pricing model will include line item pricing that includes the Sourcwell member specific discount. Labrie will be providing United States and Canadian Price List to cover its vast Sourcwell members. Both price lists will be uploaded in the documents section in the Sourcwell Portal.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Labrie will offer Sourcwell Members a 2% discount on all products off current list price.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored and evaluated individually between Labrie and the selling distributor that will be specific to the Sourcwell member as needed.	*
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Labrie will continue to work with our distributor network and utilize our vast industry relationships to provide the Sourcwell member competitively priced open market options. Chassis provided by Labrie as sourced equipment will be at cost plus 5%. Open market or non standard options will be at cost plus 10%. Examples of these items may include auxiliary axle installations, driveline retarders, member specific nonstandard options.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the Sourcwell members need and familiarity with Labrie products some elements not included in to total acquisition cost include operator and service training, pre-delivery inspections, and local freight charges. Depending on the Sourcwell members need and locations these charges would range from \$2,000 - \$4,000.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included with our price to the Sourcwell member.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly deliver product to Alaska , Hawaii, Caribbean islands and other international destinations, in addition to, of course, Canada. There is an added cost due to distance, added handling and ocean freight. There is also detailed timing required in order to be loaded onto ships. We are very familiar with handling all of these added details.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer all typical delivery methods (driveaway, flatbed) plus the ability to ship via rail for long range North American shipments.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Labrie's payment terms are net 30 days. Labrie will accept check, cash, wire, electronic bank transfer as payment methods.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	If Sourcewell members request leasing or financing options Labrie will recommend NCL Government Capital. In addition to NCL Government capital, our premium distributor network has numerous financing and leasing options from local and regional finance agencies.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Labrie will continue to use our custom Sourcewell End User quote and Sourcewell End User invoice once truck is complete. Please see the attached documents. Both the quote and invoice include detailed information on the Sourcewell member name, product offered, product options, price, and terms and conditions.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Labrie does not accept the P-card payment process at this time due to price of equipment sourced.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We produce all Sourcewell quotes at the factory so proper pricing is ensured. All Sourcewell quotes have the Sourcewell logo and contract number at the top to identify them so the buying entity can be confident that the pricing, procedure and fees are proper. We have controls in place and system to provide accurate and complete quarterly reporting and payment of fees back to Sourcewell. This process is managed by the Sourcewell contract administrator and also Labrie's Corporate Controller. We feel this process has gone very smoothly over the last eight years we have had the contract.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Labrie internally will continue to track Sourcewell contract success in a monthly and quarterly sales review meeting based on previous years contract results. Labrie will also continue to hold quarterly meetings with Sourcewell Account Managers to ensure success of contract.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Labrie is proposing a 1.5% administrative fee exclusive of freight, local delivery service, and pre delivery inspection.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie is certified as a final stage manufacturer. Other certifications and standards Labrie complies with are: Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
44	What percentage of your sales are to the governmental sector in the past three years	Labrie's percentage of sales to the governmental sector is the past three years is 43%. This percentage has continued to rise over the past few years due to an increased Labrie sales force and also better distributor locations throughout the US and Canada.	*
45	What percentage of your sales are to the education sector in the past three years	Labrie's percentage of sales to the educational sector in the past three years is 1%. Our main educational sector customers include universities and public school systems who still have inhouse refuse and recycling collection.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our distribution network currently holds Texas Buyboard Contract, Florida Sheriffs Contract, North Carolina Sheriffs Contract, and the Educational Services Commission of New Jersey Contract. The annual sales volume for the Texas Buyboard contract averages \$2 Million USD a year for a total of \$6 Million USD over the past 3 years. The annual sales volume for the Educational Services Commission on New Jersey Contract averages \$3 Million USD a year for a total of \$9 Million USD over the past 3 years. The annual sales volume for the North Carolina Sheriffs contract averages \$1.5 Million USD a year for a total of \$4.5 Million USD over the past 3 years. The annual sales volume for the Florida Sheriffs contract averages \$4 Million USD a year for a total of \$12 Million USD over the past 3 years.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Labrie does not currently hold any GSA or SOSA contracts.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	Labrie Automated Side Loader	60 Total Units	\$8.2 Million Dollars	*
City of Miami Dade County	Government	Florida - FL	Labrie Automated Side Loaders	45 Total Units	\$4.9 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Leach Rear Loaders	39 Total Units	\$3.6 Million Dollars	*
City of Tacoma	Government	Washington - WA	Labrie Automated Side Loaders and Wittke Front Loaders	45 Total Units	\$5.1 Million Dollars	*
City of Salt Lake City	Government	Utah - UT	Labrie Automated Side Loaders	43 Total Units	\$5 Million Dollars	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Department of Solid Waste Management	305-541-6691	*
City of Cedar Rapids Iowa	Joy Huber Fleet Services Manager	319-286-5886	*
City of Loveland Colorado	Tyler Bandemer Solid Waste Superintendent	970-962-2000	*
City of Hobart Indiana	Kelly Smith Director of Public Works	219-942-6121	
City of East Chicago Indiana	Jaylan Robinson Fleet Services Manager	219-942-6121	

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
50	Sales force.	Labrie's factory sales force consists of 8 experienced Regional Sales Managers and a VP of Sales. The RSMs work remote to cover their geographic area and assist the distributors with all facets of their business with Labrie. Additionally, there are Product Specialists located in the Quebec and Georgia facilities to assist with application and quoting of product. See the uploaded location map.	*
51	Dealer network or other distribution methods.	Labrie's distribution network covers all 50 states and each of the Canadian Provinces, with the exception of Quebec which is covered factory direct. Each distributor has significant sales and service resources dedicated to Labrie. See uploaded map.	*
52	Service force.	Our distribution network invests heavily in parts inventory and in mechanics to service our equipment. Many offer mobile service or truck pick-up. Supporting that network is Labrie factory service team consisting of 6 field-based Field Service Representatives that each support a group of distributors. We also have a factory based tech service group to provide support over the phone. See uploaded map.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes for Sourcewell customers are produced internally by Labrie customer service to ensure that the proper pricing and fees are applied. The finished quote is then delivered by the local Labrie Distributor to the Sourcewell customer. Order will then be placed with the local distributor, who will in turn submit it to Labrie customer service for processing. Then the distributor will be responsible for delivering the finished unit.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Labrie customer service has access to all of the details of the Sourcewell contract and what is required to process those quotes and orders. We will generally turn Sourcewell requests into a delivered quote within 48 hours. Delivered unit times vary with type of equipment but are typically 120 days form receipt of chassis. We also have a factory stocking program that can greatly reduce that time.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Labrie feels that Sourcewell is a very valued platform and partner for us to market our products. We think we have proven that over the last 8 years with multiple hundred successful unit deliveries to Sourcewell entities.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully willing to work with the Sourcewell/ Canoe platform in Canada. We have created a Canoe specific Canadian price list and our team there is trained and ready. This will be uploaded in the pricing section.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Labrie will have full coverage in the US and Canada	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all Sourcewell entities. We have full geographic coverage and no restrictions.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver units to Hawaii, Alaska and the Caribbean on a regular basis. There are no real restrictions other than added freight cost and logistical timing with ocean traffic. Our logistics group is very familiar with the requirements.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We start with advertising Sourcewell on all 4 of our websites: labriegroup.com, labrietrucks.com, leachtrucks.com and wittkettrucks.com. These feature a Sourcewell page with a link out to our page on the Sourcewell site. We display Sourcewell flags and banner at the regional and national shows we participate in annually. Our distributors also display the Sourcewell logo and in some cases our contract number on their literature, web sites and at their own local trade shows. Our Regional Sales Managers train our distributors to promote Sourcewell as they sell and to set up new Sourcewell members.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our sales enablement platform, Showpad, to drive more digital content to our distributors and their customers, including reference to our Sourcewell contract. We rely heavily on our distributors local marketing efforts to expand our reach to the market. They are all trained to promote Sourcewell as part of those efforts.	*
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If our contract is renewed, it will be business as usual for the last eight years. We will continue to successfully promote and utilize the platform. We enjoy the support, training and insight provided by Sourcewell as we move through the process of selling.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We go to market exclusively through our distributor network and only offer electronic ordering to them.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Labrie offers service, operator and maintenance training to all Sourcewell members. Depending on the members exact training requirement this can be performed by our skilled Labrie training department or also the supplying distributor. If this was a Sourcewell customer that is new to the Labrie products this would be a standard training procedure. If the member is a returning customer and familiar with our product training would be optional based on members training needs. The standard training would be at no charge to the member. Optional training would be handled as a "non standard option" and charged accordingly to the members specific training requirements.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Service and operator safety has always been a focus at Labrie. On our Wittke Front Loader and Labrie Side Loader products we have designed our products with safety in mind. One example includes the arm and body valve section being located on the side of the body to ensure the service technician is on ground level and out of traffics way for any repairs. Many of our competitors have this valve section located between the body and chassis which is very dangerous for the service technician. From an operators standpoint our products are all ergonomically designed and well labeled for operator confidence.	
66	Describe how the equipment you propose simplifies the operation for end-users.	Labrie products are turn key to the end user once they take delivery of our product. These products are immediately ready for route when delivered. All products are designed and manufactured with the operator in mind for safe and efficient operation. We offer the Sourcewell member a product that can be manufactured exactly to their needs on various chassis platforms that include electric, compressed natural gas, and also diesel.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Operator and mechanic safety continues to be a focus at Labrie when manufacturing our products. Our exclusive Envirolink Multiplex system allows communication of cameras and monitors, diagnostic tools, safety interlocks, alerts, gps tracking, for a smart collection package. This system provides the mechanic and operator all performance and troubleshooting data at the touch of a button and staying out of harms way. Proximity switches and warning decals continue to be a manufacturing standard as well.	
68	Describe any technological advances that your proposed products or services offer.	Technological advances also tie back into our proprietary Envirolink Multiplex system. A few features this system provides is onboard scale system infrastructure, collision detection systems, and gps capabilities. These features all create a smarter and more efficient product in the field.	*
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	All factories utilize waste, steel and cardboard recycling programs. Recent project transitioned all paint to the electrostatic paint process that has reduced the amount of paint used by 28%. This process has also reduced our VOC content by 12%	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 9001 Certified Factory	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Labrie currently doesn't hold any WMBE, SBE, or veteran owned certifications.	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Labrie is proud to work with the most expansive and knowledgeable distributor network in the United States and Canada. Along with Labrie these distributor networks create local support to the Sourcewell member for all things parts, service and warranty. Labrie continues to invest heavily internally. With three manufacturing facilities and world class engineering we continue to provide Sourcewell members solutions that exceed expectations and remain a top refuse manufacturer in the industry.	*

Table 14: Warranty

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

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	In general, yes. Please refer to the attached warranty policy and procedure.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please refer to the attached warranty policy and procedure.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not typical. This expense is usually handled by our distributor.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have very solid service coverage for the US and Canada. In the event there is a rare exception we support the customer performing the repair or we will support the repair from the factory.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, we will provide warranty coverage for our manufactured product only (Labrie, Leach and Wittke product). Our distributors will support warranty on other quoted products supplied by them.	*
78	What are your proposed exchange and return programs and policies?	Please refer to the attached warranty policy and procedure.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts would be provided and performed as an option by our local distributor.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

- [Pricing](#) - Pricing (zipped) Folder.zip - Wednesday October 25, 2023 13:15:30
- [Financial Strength and Stability](#) - LEG Purchaser Inc. and Subsidiaries-2022-FS096817 13 march 2023.pdf - Wednesday October 25, 2023 13:16:51
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday October 25, 2023 13:20:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Zipped Folder.zip - Wednesday October 25, 2023 13:23:42
- [Standard Transaction Document Samples](#) - Transaction Documents(zipped) Folder.zip - Wednesday October 25, 2023 13:24:27
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Bid Documents Compressed (zipped) Folder.zip - Wednesday October 25, 2023 13:24:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Labrie #110223-LEG

Pricing for contract #110223-Leg offers Sourcewell participating agencies the following discounts:

- 2% discount off current list price
- In addition, volume discounts may be honored and evaluated individually between Labrie and the selling distributor specific to the Sourcewell member



City Council

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027 -2029 Grant for the Olympia Armory Building

Agenda Date: 5/5/2026
Agenda Item Number: 4.E
File Number:26-0337

Type: resolution **Version:** 1 **Status:** Consent Calendar

Title

Approval of a Resolution Authorizing an Application for a Heritage Capital Projects 2027-2029 Grant for the Olympia Armory Building

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve an application for the Heritage Capital Projects grant for the Armory.

Report

Issue:

Whether to apply for a Heritage Capital Projects grant, which would require a grant match of up to \$2 million. This grant is administered by the Washington State Historical Society, to support facilities that provide public access to history.

Staff Contact:

Valerie Roberts, Armory Building Manager, Parks, Arts & Recreation, 360.753.8468

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

The Olympia Armory was transferred by the Washington State Legislature to the City of Olympia, *"for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives."* The building itself is an Olympia landmark, designed by noted Olympia architect Joseph Wohleb, completed in 1938.

Heritage Capital Projects are a two to one matching grant, for requests between \$10,000 and \$1,000,000. The City of Olympia has received \$1,000,000 from this grant for the 2023-2025 biennium and an additional \$500,000 in the 2025-2027 biennium for design work in preparation for major systems renewal and beginning to address critical code and life safety improvements to the Olympia

Armory building.

If approved, the Parks, Arts and Recreation Department (OPARD) intends to apply for funds to address essential HVAC upgrades. This would allow the City to retire the old boiler system within the Olympia Armory and replace it with a state-of-the-art VRF (Variable Refrigerant Flow) HVAC system. This system will increase the energy efficiency of the building as well as make the Armory a more comfortable place for all future program participants and tenants. The largest possible match required of the City would be \$2 million, which has already been committed by the City for Phase 1 renovations.

Grant deadline is June 5, 2026, for a full proposal. OPARD staff will be working with the construction and design contractor, Ameresco, to complete application materials.

Climate Analysis:

The City is partnering with the Department of Enterprise Services (DES) Energy Savings Program and its contractor, Ameresco, to ensure all Armory improvements are evaluated through an energy conservation lens. While increased occupancy may raise overall energy use, the project will improve efficiency and reduce greenhouse gas emissions over time. Key upgrades, including a variable refrigerant flow (VRF) HVAC system, represent a significant advancement in building performance. The project also includes installation of on-site solar, further reducing long-term emissions and supporting the City's climate goals.

Equity Analysis:

Upgrades to the Olympia Armory, particularly improvements to the HVAC system, are foundational to making the facility safe, functional, and accessible for community use. The project also advances equity through its implementation. Ameresco has a demonstrated commitment to diversity, equity, and inclusion, including the use of local subcontractors and firms owned by women- and minority-owned businesses.

Neighborhood/Community Interests (if known):

A community arts center has been identified in multiple planning documents as a community priority. The Olympia Armory project has generated strong public interest, with community members actively engaged in shaping its vision as a future arts center. In 2021, the Armory was added to the City's Heritage Register with support from the Eastside Neighborhood Association, reflecting its historical significance and neighborhood support.

Financial Impact:

The City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant, from the Parks Capital Fund.

Options:

1. Approve a resolution authorizing application for up to \$1 million from the 2027-2029 Heritage Capital Projects Grant for the Olympia Armory, with a required City match of up to \$2 million which is already allocated. This option maximizes available grant funding and advances critical HVAC and building improvements on the current timeline.
2. Approve a resolution authorizing application for a reduced grant amount. This option would reduce the scope or timing of needed improvements and limit the ability to fully leverage

available grant funds.

3. Do not approve the resolution. This option would forgo external funding and delay HVAC and related improvements until an alternative funding source is identified, potentially increasing future project costs and extending the timeline for community use.

Attachments:

Resolution

Heritage Capital Projects Grant Webpage

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON STATE HISTORICAL SOCIETY 2027-2029 HERITAGE CAPITAL
PROJECTS (HCP) GRANTS FOR THE ARMORY CREATIVE CAMPUS PROJECT**

WHEREAS, on March 1, 2022, the Olympia Armory was transferred from the Washington State Military Department to the City of Olympia “for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives”; and

WHEREAS, since 2021, the Olympia Armory has been on the City’s Heritage Register; and

WHEREAS, the City worked with the community on a Conceptual Design and Business Plan to transition the Armory into a community art center to connect people and ideas to ignite community, collaboration and innovation through arts and culture; and

WHEREAS, the 1938 structure requires major systems renewal, to rehabilitate and preserve this historic building for full public programming and utilization; and

WHEREAS, The City received a Heritage Capital Project Grant for 2023-2025 and again for 2025-2027 in order to address some of the critical code improvements needed to make the building accessible to the public, and continued essential improvements need to be accomplished in 2027-2029; and

WHEREAS, the City has the opportunity to apply for and potentially receive a Heritage Capital Projects grant for 2027-2029; the Heritage Capital Projects grant for 2027-2029 would require a grant match of up to \$2 million; and

WHEREAS, the City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the application for a Heritage Capital Projects grant for 2027-2029 between the City of Olympia and Washington State Historical Society for the Armory Creative Campus Project and the terms and conditions contained therein.
2. Should the City be awarded the grant, the City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for the Heritage Capital Projects 2027-2029 grant, the grant contract, and any other

documents necessary to obligate funds for the Armory Creative Campus Project, and to make amendments or minor modifications as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY



City Council

2026 State Legislative Session Debrief, Interim Planning, and Preliminary 2027 Legislative Agenda Check-in

Agenda Date: 5/5/2026
Agenda Item Number: 6.A
File Number: 26-0307

Type: information **Version:** 1 **Status:** Other Business

Title

2026 State Legislative Session Debrief, Interim Planning, and Preliminary 2027 Legislative Agenda Check-in

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on outcomes from the 2026 State Legislative Session, discuss interim state advocacy planning, and provide early guidance on priorities for the 2027 Legislative Agenda.

Report

Issue:

Whether to receive a briefing on outcomes from the 2026 State Legislative Session, discuss interim state advocacy planning, and provide early guidance on priorities for the 2027 Legislative Agenda.

Staff Contact:

Susan Grisham, Legislative Liaison, City Manager's Office, 360.753.8441

Presenter(s):

Kyla Shkerich Blair, Principal, Capitol Path Consulting
Daniel Pailthorp, Senior Associate, Capitol Path Consulting

Background and Analysis:

The 2026 Washington State Legislative Session concluded on March 12, 2026. This item provides an opportunity for the City Council to receive a summary of key outcomes, assess progress on the City's legislative priorities, and identify opportunities and challenges that will inform future advocacy efforts.

Capitol Path Consulting will provide a debrief of the session, including:

- Status of the City's priority items
- State budget outcomes and impacts to Olympia
- Emerging policy trends and considerations for future sessions

- Key relationships and engagement with the 22nd Legislative Delegation

In addition to the session recap, this discussion will transition into interim planning, focusing on how the City can effectively position itself ahead of the 2027 Legislative Session. The interim period provides a window to:

- Build and strengthen relationships with state legislators and agencies
- Advance policy concepts outside of the compressed legislative timeline
- Coordinate with regional partners and associations
- Identify funding opportunities and early budget requests

This meeting will also serve as an initial check-in on the 2027 Legislative Agenda, allowing Councilmembers to:

- Reflect on lessons learned from the 2026 session
- Identify emerging priorities and policy interests
- Provide early direction to guide staff and the City's lobbying team

Staff will return later in the year with a more developed draft 2027 Legislative Agenda for formal Council consideration, consistent with the City's updated approach to legislative planning.

Climate Analysis:

This item does not directly affect climate; however, the City actively advocates for state policies related to climate and environmental sustainability.

Equity Analysis:

This item does not directly affect equity; however, the City's legislative advocacy includes priorities that advance equity and access to services.

Neighborhood/Community Interests (if known):

There are no specific community concerns regarding this item; however, state legislative outcomes and future priorities have broad impacts on Olympia residents and community partners.

Financial Impact:

\$52,000 is allocated for state lobbying services in the General Fund budget.

Options:

Discussion Only - No Action Required

Attachments:

2026 Legislative Agenda



City of Olympia

2026

Legislative Priorities

Housing, Homelessness & Infrastructure

Expanding attainable housing and strengthening homelessness response and support services are ongoing priorities that require sustained operational and capital investment.

- Protect operational funding for transitional housing projects, including Franz Anderson, Maple Court, Sandy's Flats, and Quince Street Village.
- Identify alternatives to current eviction processes, recognizing that individuals exiting certain housing (such as tiny homes and Maple Court) can often face barriers to securing new housing.
- Remove the 33% cap on the portion of the Home Fund that can be used for operational costs, allowing greater flexibility beyond capital expenditures.

Deschutes Estuary Project

Olympia supports a \$7.2 million budget request from the Governor's Office and the Department of Ecology to complete full design of the Deschutes Estuary project by the end of fiscal year 2027.

Revenue

The City is asking the legislature to protect existing funding resources and preserve local fiscal tools. Protect current state funding for cities, including:

- Encampment Resolution Program
- Public Works Board
- The Washington State Housing Trust Fund
- Model Toxics Control Act (MTCA)
- Climate Commitment Act (CCA)
- Community Economic Revitalization Board (CERB)
- Community Housing Improvement Program (CHIP)
- Main Streets Program

Provide cities greater councilmanic authority on revenues:

- Raise the 1% cap on annual property tax growth.

Policy Extensions

Olympia seeks more time to assess existing policies and programs for potential future use:

- Extend the Annexation Sales Tax Diversion Program beyond its 2028 expiration.
- Extend the authority to form a second Public Facilities District.

As the Capital City, Olympia envisions a diverse and inclusive community, providing equitable access to housing, mobility, food, services, education, and meaningful work. Olympia believes it is critical to restore, protect, and enhance the natural environment that surrounds us and create a walkable, accessible, vibrant city through its legislative priorities.

Olympia City Council

Dontae Payne, Mayor
Yến Huỳnh, Mayor Pro Tem
Paul Berendt
Clark Gilman
Kelly Green
Dani Madrone
Robert Vanderpool

Legislative Team

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Administration

Jay Burney, City Manager
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City Council

Approval of Opioid Funding for Pooling with the Opioid Abatement Council

Agenda Date: 5/5/2026
Agenda Item Number: 6.B
File Number: 26-0326

Type: decision **Version:** 1 **Status:** Other Business

Title

Approval of Opioid Funding for Pooling with the Opioid Abatement Council

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to authorize the City's contribution of opioid settlement funds to the regional Opioid Abatement Council pooling fund and direct staff to finalize and transmit the City's funding commitment by June 30th, consistent with the Interlocal Agreement.

Report

Issue:

Whether to authorize the City's contribution of opioid settlement funds to the regional Opioid Abatement Council pooling fund and direct staff to finalize and transmit the City's funding commitment by June 30th, consistent with the Interlocal Agreement.

Staff Contact:

Jay Burney, City Manager, 360.753.8447

Presenter(s):

Jay Burney, City Manager

Background and Analysis:

Since 1995, when OxyContin was approved by the FDA and aggressively marketed to healthcare professionals, the sales of opioids have skyrocketed, and drug companies have recorded massive profits. In 2016, 289 million opioid prescriptions were issued, more than enough for one pill bottle for every American adult. Opioid related overdoses became the leading cause of death in the U.S. surpassing fatal car accidents. Since the year 2000, more than 300,000 people have died from fatal opioid overdoses, more than five times the total U.S. lives lost during the Vietnam War. The crisis was created by deliberate and systematic practices of pharmaceutical companies in providing false and misleading information to doctors and patients about the safety and efficacy of prescription opioids over approximately two decades.

In April 2018, Olympia retained the Seattle law firm, Keller Rohrback, to represent the City in the National Opioid Litigation against numerous pharmaceutical manufacturers, distributors, and pharmacies. In the summer of 2018, Olympia's case was consolidated with thousands of other actions in the national multi-district litigation.

On August 23rd, 2022, Council approved a settlement with three of the largest opioid distributors, Cardinal Health, AmericourceBergen, and McKesson. In November 2022, discussion commenced to create a local Opioid Abatement Council (OAC) as permitted by the One WA MOU.

On March 22nd, 2022, the State of Washington Attorney General's Office and local jurisdictions (including Olympia) entered into the One Washington Memorandum of Understanding (MOU) Between Washington Municipalities that addresses allocation of opioid settlement proceeds and a structure for setting up regional decision-making related to opioid fund allocation. Olympia is located within the Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties). The One WA MOU permits regions to create local independent opioid abatement councils (OACs), which we have done locally.

On March 3rd, 2026, the City Council passed a Resolution approving participation in an Interlocal Agreement (ILA) with regional partners, including Thurston County and other jurisdictions, to coordinate the use of opioid settlement funds through a regional Opioid Abatement Council.

The ILA requires each participating jurisdiction to determine and communicate the amount of opioid settlement funding it will contribute to a shared regional pool. This determination must be made by June 30th of each year. The agreement allows jurisdictions flexibility to contribute some or all of their allocated funds.

As of December 31, 2025 the current balance of Olympia's opioid settlement funding is \$1,125,427. These funds are intended to support opioid abatement strategies, including prevention, treatment, recovery, and harm reduction efforts.

Thurston County staff that support the Opioid Abatement Council will be launching a Request For Proposals (RFP) to find partners and providers to advance the strategies consistent with the One Washington MOU and outlined in the 2026-2027 Thurston County Opioid Response Plan, which is attached. The RFP is for \$2 million and runs for a period of July 1, 2026, through December 31, 2027.

The City Manager will be seeking guidance on a recommendation from Mayor Payne, Olympia's Opioid Abatement Council representative, to contribute 50% of our Opioid Settlement funds to support the work over the next 18 months. The City's 50% contribution would be \$562,714.

Climate Analysis:

This action has no direct climate impact.

Equity Analysis:

Opioid settlement funds are intended to address disproportionate impacts of the opioid crisis on vulnerable and historically underserved populations. Pooling funds regionally may enhance

coordinated, equity-focused investments in prevention, treatment, and recovery services.

Neighborhood/Community Interests (if known):

The opioid crisis continues to affect the community broadly, with impacts on public health, safety, and social services. Community interest generally supports increased resources for treatment, prevention, and recovery efforts.

Financial Impact:

As of December 31, 2025, the City has \$1,125,427 million in opioid settlement funds available. The City Manager recommendation supports the Council representative's recommendation to contribute 50% of our settlement funds to the regional pool, which is \$562,714.

Options:

1. Move to authorize the City's contribution of opioid settlement funds to the regional Opioid Abatement Council pooling fund and direct staff to finalize and transmit the City's funding commitment by June 30, consistent with the Interlocal Agreement.
2. Do not authorize the City's contribution of opioid settlement funds to the regional Opioid Abatement Council pooling fund and direct staff to finalize and transmit the City's funding commitment by June 30, consistent with the Interlocal Agreement.
3. Take other action.

Attachments:

Interlocal Agreement
2026-2027 Thurston County Opioid Response Plan

FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE

This Interlocal Agreement (the "**Agreement**") is made and entered into pursuant to Chapter 39.34 RCW, the "Interlocal Cooperation Act," by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the "**Parties**."

RECITALS

- A. The Parties are all "**Participating Local Governments**" as defined by the "One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**"), attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as "**Opioid Funds**") resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as "**Allocation Regions**"). The Parties are all within the Cascade Pacific Action Alliance Region.
- C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council ("**OAC**"), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
- D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the "Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**"), attached herein as **Exhibit B** and incorporated herein by reference.
- E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region's OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the "**Thurston County and Cities Independent Subcommittee**." Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
- F. On July 20, 2023, the Parties entered into an Agreement titled Interlocal Agreement for Opioid Abatement Council Independent Subcommittee, which constituted the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.
- G. The Parties now wish to amend and restate the Agreement to clarify how some opioid settlement funding would be pooled for the greater benefit of the Parties.

AGREEMENT

- 1. **Incorporation of Recitals.** The foregoing Recitals A through G are incorporated herein by reference as substantive provisions of this Agreement.
- 2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The

Parties also agree that Section C(4)(h) of the One WA MOU provides that the OAC "shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region," and that the "method of selecting members, and the terms for which they will serve" will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the "**Thurston County and Cities Council.**" The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties.** The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:
 - a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.
 - b. At least annually, the Thurston County and Cities Council will convene to review the Parties' expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.
 - c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties' information on a single webpage.
 - d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties' expenditure data on the Thurston County website and update it at least annually.
 - e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
 - I. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
 - II. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits.** Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Funding.** The Parties agree to pool some or all opioid settlement funding received after January 1, 2018, as directed by each jurisdiction's legislative body on an annual basis.

- a. Each jurisdiction must convey to the Thurston County and Cities Independent Subcommittee the percentage of its funding or specific dollar amount to be pooled for the following calendar year by June 30th each year.
 - I. If no decision is conveyed by June 30th, then the amount to be pooled shall remain the same as the prior year.
 - II. For calendar years 2026 and 2027, Thurston County agrees to pool \$500,000 per year.
- b. The Lead Agency may utilize up to 10% of the pooled funding for administrative costs related to the shared budget, such as contract and fiscal management.
 - I. This 10% is independent from the 10% outlined in Section 7 for the administration of the Opioid Abatement Council and is to be tracked separately to be reported on an annual basis.
- c. All funds contributed by the Parties for the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 6.
 - I. Unspent pooled funds may be carried over and used in subsequent years to the extent which is allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
 - II. Unallocated opioid settlement funds will be returned to the Parties for their own use, with all funds to be used in accordance with the One Washington MOU – including allowable uses, reporting, and all other sections.
- d. The Thurston County and Cities Independent Subcommittee will make funding recommendations and serve in an advisory capacity to the Thurston County Board of County Commissioners. The BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the Subcommittee.

- I. Pooled funding recommendations will be presented to the BoCC as one recommendation. The BoCC must approve the entire recommendation for the approval to move forward and the funding to be authorized. No changes may be made to the recommendation by the BoCC.
 - II. In the event the BoCC does not approve the funding recommendation, the Subcommittee will review the recommendations and consider revisions. The Subcommittee will submit a final recommendation to the BoCC, who will assess the recommendations and make a final decision to either approve or reject the entire recommendation.
 - III. In the event the BoCC does not approve the funding recommendation for the second time, the pooled funds will be returned to the Parties for their own use.
6. **Lead Agency.** Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Parties in administering all contracts and processing all invoices and receipts for any pooled funds. Thurston County shall name a program manager who shall be responsible for the operations of the Thurston County and Cities Independent Subcommittee. The program manager will be responsible for the following: meeting coordination and agenda preparation, support related to opioid settlement funding, and coordination of the request for proposal and award process. Lead Agency will document all costs related to Section 5.a and report such costs to the Parties on an annual basis. The Lead Agency will coordinate with the Parties in preparing required local and state reporting materials.
 7. **Administrative Costs.** Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

8. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made

against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

9. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.
10. **Compliance with Laws.** The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.
11. **Relationship of the Parties.** The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.
12. **No Third-Party Rights.** This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.
13. **Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
14. **Amendment.** This Agreement can only be amended in writing, and only upon execution by all Parties.
15. **Entire Agreement.** The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.
16. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.
17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.
18. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.
20. **Exhibits.** The following exhibits are incorporated into this Agreement by reference.

I. Exhibit A- One Washington Memorandum of Understanding Between Washington Municipalities ("One WA MOU")

II. Exhibit B - Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "Regional Agreement")

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ___ day of _____, 2026.

CITY OF LACEY

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

City Attorney

CITY OF OLYMPIA

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

Mark Barber

City Attorney

CITY OF TUMWATER

DATED: _____

Mayor

Attest: _____
Clerk

Approved as to form:

City Attorney

THURSTON COUNTY

DATED: _____

County Manager

Attest: _____
Clerk

Approved as to form:
Jon Tunhiem, Prosecuting Attorney

Deputy Prosecuting Attorney

Thurston County Opioid Response Plan

2026-2027



PURPOSE

In June 2018, the Thurston County Board of Health unanimously passed Resolution H-1-2018 declaring the opioid epidemic a public health crisis in Thurston County. The resolution directed that a Thurston County Opioid Response Task Force be convened to develop and implement a community-driven Opioid Response Plan.

- See Appendix A, for the Thurston County Board of Health resolution.

The Thurston County Opioid Response Task Force consists of a wide range of local partners and is facilitated by Thurston County Public Health & Social Services. More information about the Thurston County Opioid Response Task Force can be found online at the Thurston County Public Health & Social Services Department website.

The Opioid Response Plan is reviewed on an annual basis to identify any gaps, changes in trends, community needs, and opportunities for expansion. Feedback is collected primarily through the action area work groups, with additional feedback collected at Task Force meetings, related presentations, and other community events. After any applicable revisions are made, the Response Plan is presented to the Thurston County Board of Health for adoption.

OVERSIGHT STRUCTURE

Implementation of the Thurston County Opioid Response Plan is overseen by the Thurston County Opioid Response Task Force. Four Task Force work groups are focused on accelerating cross-strategy efforts in the following action areas:



Each work group develops SMART objectives for the related strategies, guides the related work within the community, gathers input from subject matter experts, and regularly reports back to the Thurston County Opioid Response Task Force.

The Thurston County Opioid Response Task Force meets quarterly, and work groups meet monthly or every other month. The Thurston County Board of Health is apprised of progress on the plan every six months.

PLAN GOALS

The Thurston County Opioid Response Plan has five overarching goals:

Prevent opioid misuse and opioid use disorder.

Treat opioid use through expanded access to treatment and recovery support services.

Prevent deaths from overdose.

Use data to inform local response and communicate about local and state trends.

Prioritize individuals and communities that are disproportionately impacted by the opioid epidemic and reduce stigma.

PRIORITY POPULATIONS

The Thurston County Opioid Response Task Force recognizes that the opioid epidemic has disproportionately impacted certain populations. Using community input and other sources of local information, priority populations were identified as being at an increased risk for opioid misuse, overdose, or who face systematic barriers or disparities. Populations for emphasis during plan implementation are:

- BIPOC (Black, Indigenous, and People of Color)
- Youth aged 12-17
- Young adults aged 18-25
- Older adults aged 65+
- Individuals whose primary language is other than English (or who have other language access barriers)
- Individuals experiencing homelessness
- Individuals at-risk for homelessness
- Individuals, both youth and adults, who are involved in the criminal-legal system
- Individuals who are experiencing grief, trauma and adverse childhood experiences connected to overdose or substance use.

THURSTON COUNTY OPIOID RESPONSE PLAN - WORK PLAN

The Thurston County Opioid Response Plan emphasizes a community approach that values advancing equity, reducing stigma, eliminating barriers, and creating opportunities. The Response Plan work plan is structured to reflect the 5 goals identified in the Board of Health resolution. Each objective addresses specific strategies, tasks associated with each strategy, timeline, and lead work group.

Goal 1. Prevent opioid misuse and opioid use disorder.		
Goal 1, Strategy 1 Expand resources related to primary prevention, resiliency, and protective factors to local communities with an emphasis on peer education and youth led substance use prevention work.		
Objectives	Timeline	Lead Work Group
		Prevention
Goal 1, Strategy 2 Improve awareness among County residents of local safe medication return disposal options.		
Objectives	Timeline	Lead Work Group
		Prevention
Goal 1, Strategy 3 Improve awareness and increase options for safer storage of prescription medication, over-the-counter medicine, and other substances to prevent misuse and abuse.		
Objectives	Timeline	Lead Work Group
		Prevention

Goal 1, Strategy 4 Expand availability of fact-based drug education and information about harm reduction approaches to substance use for youth.		
Objectives	Timeline	Lead Work Group
		Prevention
Goal 2. Treat opioid use through expanded access to treatment and recovery support services.		
Goal 2, Strategy 1 Improve coordination among local Medications for Opioid Use Disorder (MOUD) providers.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 2, Strategy 2 Promote availability of existing community-based Medications for Opioid Use Disorder (MOUD) providers and full continuum of care services, including polysubstance use treatment, recovery supports, and harm reduction services.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 2, Strategy 3 Expand access and improve coordination for youth treatment services, including Medications for Opioid Use Disorder (MOUD) among referral partners and the community.		
Objectives	Timeline	Lead Work Group
		Treatment

Goal 2, Strategy 4 Improve understanding of Medications for Opioid Use Disorder (MOUD) among referral partners and the community.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 2, Strategy 5 Expand access to treatment, including Medications for Opioid Use Disorder (MOUD), for people who are involved in the criminal-legal system.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 2, Strategy 6 Expand utilization of Peers and Community Health Workers (CHWs) to support and serve people who use drugs across various settings and agencies.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 3. Prevent deaths from overdose.		
Goal 3, Strategy 1 Expand access to naloxone through services and systems that have direct contact with individuals at risk for overdose.		
Objectives	Timeline	Lead Work Group
		Overdose

Goal 3, Strategy 2 Improve understanding of opioid overdose response, naloxone use, and stimulant overdose/overamping within the community.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 3, Strategy 3 Expand information about harm reduction approaches to substance use, availability of harm reduction services and how to access them.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 3, Strategy 4 Expand education on drug checking and increase local availability of related services.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 3, Strategy 5 Expand education on naloxone access points, Washington's statewide standing order, and insurance coverage for naloxone.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 4. Use data to inform local response and communicate about local and state trends.		
Goal 4, Strategy 1 Improve availability and understanding of existing local overdose data, both fatal and non-fatal.		
Objectives	Timeline	Lead Work Group
		Overdose

Goal 4, Strategy 2 Increase available education on emerging trends in substance use, including drug changes and methods of use.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 5. Prioritize individuals and communities that are disproportionately impacted by the opioid epidemic and reduce stigma.		
Goal 5, Strategy 1 Improve understanding of the opioid epidemic and substance use disorder among all ages in the community with an emphasis on reducing stigma.		
Objectives	Timeline	Lead Work Group
		Prevention
Goal 5, Strategy 2 Increase information available to the community on how addressing stigma and using trauma informed practices advances equity and supports people who use substances.		
Objectives	Timeline	Lead Work Group
		Prevention
Goal 5, Strategy 3 Explore new or emerging opportunities to address the ways in which people who use substances or have a history of substance use interact with and/or are impacted by the criminal-legal system, including local opportunities for diversion.		
Objectives	Timeline	Lead Work Group
		Treatment
Goal 5, Strategy 4 Enhance understanding of inequities related to treatment and recovery support services for BIPOC populations.		
Objectives	Timeline	Lead Work Group

		Treatment
Goal 5, Strategy 5 Expand access and availability of additional supportive services to improve the health of people who use drugs, including wound care, insurance enrollment, STI testing and treatment, mental health counseling, vaccinations, and other related services.		
Objectives	Timeline	Lead Work Group
		Overdose
Goal 5, Strategy 6 Improve understanding of the intersections between housing status and drug use.		
Objectives	Timeline	Lead Work Group
		Overdose

Goal 5, Strategy 7 Expand information and referrals to reproductive health care services for people who use drugs or formerly used drugs.		
Objectives	Timeline	Lead Work Group
		Pregnant & Parenting
Goal 5, Strategy 8 Integrate and promote best practices related to human milk feeding for people who use drugs into programs which have contact with people who are pregnant and/or parenting.		
Objectives	Timeline	Lead Work Group
		Pregnant & Parenting
Goal 5, Strategy 9 Educate local clinical and non-clinical providers, or those who are in training to become clinical service providers, about the impact of stigma on care of people who use drugs or formerly used drugs.		
Objectives	Timeline	Lead Work Group
		Pregnant & Parenting
Goal 5, Strategy 10 Expand education on available supportive services for individuals who are pregnant and/or parenting to increase access to prevention, intervention, treatment, and recovery support services.		
Objectives	Timeline	Lead Work Group
		Pregnant & Parenting

Goal 5, Strategy 11

Expand information and resources available to community providers across clinical and non-clinical services about recent policy and best practice changes that effect families who experience drug use.

Objectives	Timeline	Lead Work Group
		Pregnant & Parenting

APPENDIX A

Thurston County Board of Health Resolution H-1-2018

RESOLUTION NO. H-1-2018

A RESOLUTION declaring the opioid epidemic a public health crisis in Thurston County, and directing the Director of the Thurston Public Health and Social Services Department to convene a Thurston County Opioid Response Task Force that will create a response plan for approval by the Thurston County Board of Health.

WHEREAS, the Thurston County Board of Health under the authority of RCW 70.05.060 has supervision over all matters pertaining to the preservation of the life and health of the people within its jurisdiction; and

WHEREAS, Washington State and Thurston County are currently experiencing an opioid epidemic leading to preventable deaths involving prescription opioids and heroin; and

WHEREAS, opioids prescribed and taken in the United States, Washington State, and Thurston County have led to a nationwide epidemic of opioid misuse, abuse, dependency, overdoses, and opioid related deaths; and

WHEREAS, the opioid epidemic affects our communities, devastates families, and overwhelms our health care, social services, law enforcement, and judicial systems. and

WHEREAS, Thurston County ranks 15th of 39 counties in Washington State for the rate of opioid related hospitalizations and 29th of 39 counties for opioid related deaths in Washington State; and

WHEREAS, opioid use disorders are life threatening, chronic medical conditions that destroy lives; and

WHEREAS, there is a need to increase education about and improve access to medications that save lives by reversing overdoses and treatments that support recovery; and

WHEREAS, The Thurston County Board of Health seeks to address practices and conditions that cause a threat to the public's health and the safety and welfare of our community related to the opioid epidemic.

NOW, THEREFORE, the Board of Health of Thurston County, State of Washington, does resolve:

Section 1. The opioid epidemic is declared a public health crisis in Thurston County.

Section 2. The Director of Thurston County Public Health and Social Services is directed to prioritize deploying available resources and seeking new resources and strategies to address the opioid epidemic by working together with others to form and convene a Thurston County Opioid Response Task Force to develop and implement a community-driven Response Plan. The Response Plan shall address the opioid epidemic and shall include implementation strategies. The proposed Response Plan shall be submitted to the Board of Health for approval. Once the Response Plan is approved, the Director of Thurston County Public Health and Social Services will report to the Board of Health, on a biannual basis, the progress of implementing this plan.

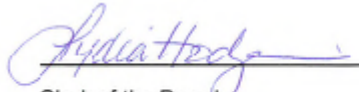
Section 3. The Response Plan shall include but not be limited to the following goals:

- Goal 1. Preventing opioid misuse, abuse and dependency by improving prescribing practices.
- Goal 2. Treating opioid abuse and dependence through expanded access to treatment.
- Goal 3. Preventing deaths from overdose by working to educate and expand the distribution of naloxone to individuals who use heroin and educating individuals about the signs of an overdose.
- Goal 4. Using existing data and enhancing data collection efforts to detect opioid and other illicit drug misuse/abuse and scientific evidence to inform the selection of strategies
- Goal 5. Identifying and implementing innovative strategies that reduce the risk of overdose to individuals and diverse communities that are disproportionately impacted by the opioid epidemic and reduce stigma.

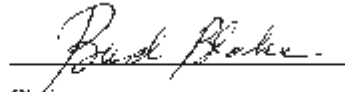
Section 4. That this Resolution shall take effect immediately upon adoption.

ADOPTED: June 14, 2018

ATTEST:

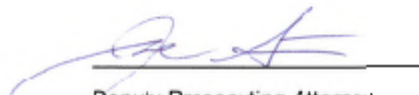

Clerk of the Board

BOARD OF HEALTH
Thurston County, Washington

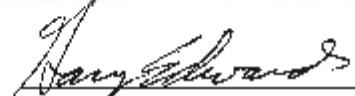

Chair

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY


Deputy Prosecuting Attorney


Vice-Chair


Commissioner



City Council

Discussion of the Downtown Commercial Vacancy Study

Agenda Date: 5/5/2026
Agenda Item Number: 6.C
File Number: 26-0336

Type: discussion **Version:** 1 **Status:** Other Business

Title

Discussion of the Downtown Commercial Vacancy Study

Recommended Action

Committee Recommendation:

Presented to Land Use and Environment Committee on April 23.

City Manager Recommendation:

Discuss the Downtown Commercial Vacancy Study

Report

Issue:

Whether to discuss the Downtown Commercial Vacancy Study

Staff Contact:

Jennica Machado, Economic Development Director, Community Planning and Economic Development, 360.480.9167

Presenter(s):

Jennica Machado, Economic Development Director, Community Planning and Economic Development

Chris Zahas, Managing Principal, Leland Consulting Group

Jennifer Shuch, Senior Analyst, Leland Consulting Group

Background and Analysis:

In recent years, increased vacancy in storefront and office spaces has been observed. The City's Olympia Strong economic recovery plan included a proposed initiative aimed at helping activate vacant downtown spaces to help address downtown vacancy and vibrancy. That initiative did not gain traction, and efforts were terminated before implementation. As a result, the City identified a need to better understand the causes of vacancy prior to developing policy or programmatic responses.

The City issued a Request for Proposal to conduct a downtown vacancy analysis and identify potential strategies. Following a competitive process, the City selected Leland Consulting Group and began the study in October 2025. Leland completed field surveys, stakeholder interviews, and data

analysis to assess existing conditions and contributing factors.

The objective of the study was to provide the City of Olympia with a clear and data-driven understanding of the drivers behind commercial vacancies in downtown Olympia and to identify actionable strategies to reduce vacancies over time. The findings are intended to inform future policy and program development related to downtown economic activity.

The study finds that downtown Olympia commercial vacancy is a prevalent issue, concentrated in specific areas and property types, with older buildings experiencing higher vacancy rates than newer ones. At the same time, downtown Olympia continues to serve as the region's civic and cultural core, supported by a strong base of independent businesses. The report also notes downtown's significant progress recovering from the pandemic regarding employment levels and visitor activity.

While there are a variety of factors contributing to vacancy in downtown Olympia, this analysis finds the following as the three major drivers:

- Renovating older buildings is expensive, and the tenant improvements needed to bring them up to modern standards trigger costly requirements related to energy standards, fire safety, and half-street improvements that are not supported by revenue from commercial rents.
- The cost of tenant improvements in new retail spaces is very high, and longer leases are required to amortize the cost of these improvements.
- The state shift to remote work has resulted in a large amount of vacant office space that is both in need of significant upgrades and primarily suitable to very large office tenants. This shift also decreases foot traffic to businesses.

To address these issues, the study recommends focusing on strategies within the next five years that are within City purview to increase activity and reduce barriers to occupancy. These include recommendations regarding city infrastructure and capital investment, policy reform and process improvements, business support programs, customer services, and strategic planning.

Climate Analysis:

The completion of the study does not result in direct greenhouse gas emissions or reductions. The study may indirectly support climate mitigation strategies by informing future policy, program, or investment decisions related to downtown development including potential support for reuse of existing buildings.

Equity Analysis:

Completion of the study does not directly implement programs or policies and is therefore not expected to result in immediate benefits or burdens to specific groups. However, it may inform future decisions that could affect downtown businesses, property owners, workers, and visitors, including historically marginalized and underrepresented communities in economic development efforts. Depending on future actions, there is potential to reduce disparities by improving access to economic opportunities and addressing barriers to business occupancy.

Neighborhood/Community Interests (if known):

No additional concerns were received outside of those identified through stakeholder engagement conducted as part of the study. Community input is summarized in the study.

Financial Impact:

The Vacancy Study was funded through the General Fund in the Economic Development budget for a maximum contract amount of \$40,000.

Options:

Discussion Only - No Action Required

Attachments:

Downtown Commercial Vacancy & Vitality Study



CITY OF OLYMPIA

Downtown Vacancy & Vitality Study

April 9, 2026

Prepared for:

City of Olympia
601 4th Avenue E
Olympia, Washington 98501

Prepared by:

Leland Consulting Group
610 SW Alder Street, Suite 1200
Portland, Oregon 97205
www.lelandconsulting.com

Acknowledgements

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Yến Huỳnh, Mayor Pro-Tem

Dani Madrone, Position #3

Clark Gilman, Position #4

Kelly Green, Position #5

Robert Vanderpool, Position #6

Paul Brendt, Position #7

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Shelby Parker, Police Chief

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Brittani Gillia, Historic Preservation Officer

Woody Shaufler, Business Operations Specialist

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Leland Consulting Group

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Portland, Oregon 97205

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Table of Contents

Introduction	1
Existing Conditions.....	2
Population and Workforce	2
Vacancy	6
Downtown Visitor Analysis	15
Public Safety	21
Policy and Regulatory Environment	25
Parking	36
Best Practices	40
Should the City Consider a Vacancy Tax?	40
How Can the City Better Support Downtown Businesses?	41
What Is a Façade, Storefront, or Tenant Improvement Program?	42
What Other Interventions Could Support Downtown Vitality?	43
What Are the Major Drivers of Vacancy in Downtown Olympia?	48
Recommendations	49
Appendix: Stakeholder Engagement Summary	56
Vacancy & Downtown Vitality	56
Business-Friendliness	56
Key Downtown Locations	57
Public Safety	57
Parking	58
Development and Construction Costs	58
Variety	59



Introduction

Downtown Olympia is a showcase for unique local businesses, a hub for music and nightlife, and the only historic downtown in Thurston County. It serves as the center of the city's economy, community, and government. Unlike other commercial centers in the region, Downtown Olympia does not have major chains other than banks.

However, recent trends, such as the rise in e-commerce, the COVID-19 pandemic, the shift among State offices to remote work, and the real and perceived impacts from the houseless crisis have created challenges to vitality in downtown Olympia. City leaders and staff as well as private investors, developers, and business owners have noticed a trend of persistent retail and office vacancy as well as empty developable lots. While some of these challenges – such as homelessness and the rise in e-commerce – require broader long-term strategies in coordination with other agencies and government entities, this report recommends strategies that the City can take in the near- and medium-term (within the next five years) to increase downtown vitality.

To ensure that community conversations about the future of downtown Olympia are grounded in objective, factual data, the City of Olympia retained Leland Consulting Group (Leland) to conduct an analysis of real estate conditions, to quantify the extent and location of commercial vacancies downtown, and to research the underlying factors contributing to them. Leland conducted on-the-ground research of downtown properties, spoke with City staff as well as business owners, real estate professionals, and representatives from business and tourism organizations. We also analyzed data from sources including the U.S. Census Bureau, Placer.ai, CoStar, Crexi, the Thurston County Assessor, the Olympia Police Department, the Washington Employment Security Department, and the Olympia Public Works Department to understand the extent of the challenges facing downtown Olympia as well as the major drivers of downtown vacancy.

This report is organized in three main sections:

- **Existing Conditions:** An analysis of current conditions to serve as a foundation for the analysis of the major drivers of vacancy in downtown Olympia. The analysis in this section is based on the questions we heard from City staff and stakeholders related to vacancy, employment, visitor activity, the impacts of the State's shift to remote work, public safety, and parking.
- **Best Practices:** Additional information about recommended interventions that can contribute to downtown vitality based on successful programs in other communities.
- **Recommendations:** A summary of the key findings from the Existing Conditions and Best Practices sections as well as recommendations for actions the City and its partners can take to address downtown vacancy and vitality.
- **Stakeholder Engagement Summary:** A summary of the feedback received from one-on-one stakeholder interviews with property and business owners, real estate professionals, and representatives from downtown and tourism organizations.

Throughout Leland's conversations with City staff and stakeholders, we learned that people are passionate about downtown and its long-term success. However, there are different opinions and feelings about the extent of downtown's struggles, its root causes, and the actions the City should take to address them. We organized our research and framed the findings in this report around those questions.



Existing Conditions

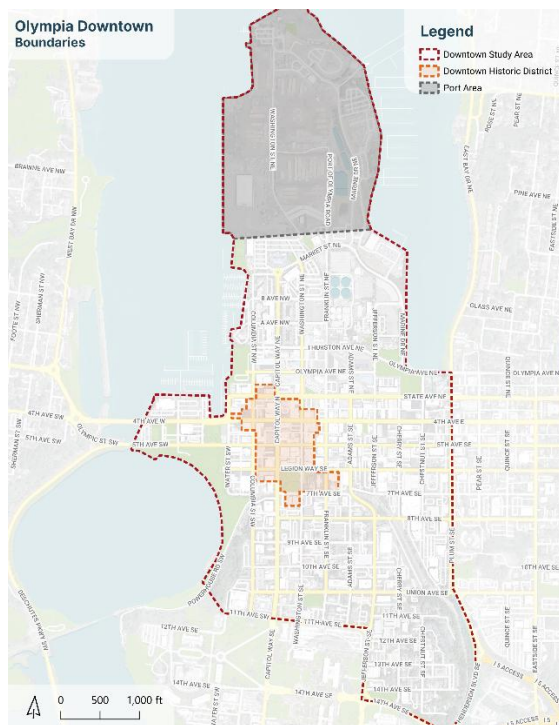
The purpose of this section is to provide a detailed overview of key metrics to understand the current conditions in downtown Olympia. It is organized as follows:

- **Population and Workforce:** Who lives and works in downtown Olympia? What are the key job sectors and economic drivers?
- **Vacancy:** How many vacant spaces are there in downtown Olympia? Where are concentrations of vacancy? What types of buildings are vacant?
- **Downtown Visitor Analysis:** How have visits to downtown Olympia changed since the start of the COVID-19 pandemic? How does visitor behavior compare to downtowns in peer cities?
- **Public Safety:** How do perceived safety challenges align with crime statistics from the Olympia Police Department?
- **Policy and Regulatory Environment:** What do City planning documents say about the role of downtown? What City policies and regulations are exacerbating downtown challenges?
- **Parking:** To what extent is parking a challenge in downtown Olympia? Are there specific times of day when parking is more of a challenge than others?

Population and Workforce

According to 2023 Census data via Placer.ai, downtown Olympia (as shown in Figure 1 below) has a resident population of around 2,169, and a daytime population of 11,107. Within the smaller Downtown Historic District, the population is approximately 422 and the daytime population is 2,807.

Figure 1. Boundary Map of Downtown Study Area, Historic District, and Port Area



Source: City of Olympia; Leland Consulting Group.



How Has Employment in Downtown Olympia Changed Since the Pandemic?

Because this analysis is focused on the health of retail and office space downtown, the jobs data in Figure 2 below excludes the Port area. While the COVID-19 pandemic resulted in significant job losses across sectors in downtown Olympia, since then most sectors have seen job growth. Notably, retail jobs in downtown Olympia started to decline prior to the pandemic – between 2013 and 2018 the retail sector downtown lost 65 jobs. Downtown lost an additional 121 retail jobs between 2018 and 2020. While 74 new retail jobs have been added since 2020, there has still been a net loss of 112 retail jobs downtown since 2013.

Since 2013, the sector with the most significant job growth has been Public Administration, largely due to the presence of state offices in downtown Olympia. However, because many of these jobs are now remote or hybrid, the actual daytime worker population has declined. While the County plans to expand its presence in downtown Olympia, this is unlikely to make up for the impacts of State remote work policies.

Figure 2. Jobs in Downtown Olympia (Excluding the Port), 2013-2023

	2013	2018	2020	2023	Change, 2013- 2018	Change, 2018- 2020	Change, 2020- 2023
Public Administration	9,240	10,539	11,621	13,042	1,299	1,082	1,421
Administration & Support Services	1,118	1,460	1,410	1,853	342	(50)	443
Professional, Scientific, and Technical Services	977	1,239	953	1,407	262	(286)	454
Educational Services	488	986	347	985	498	(639)	638
Accommodation and Food Services	845	1,179	667	981	334	(512)	314
Other Services (excluding Public Administration)	854	937	707	832	83	(230)	125
Construction	89	846	572	790	757	(274)	218
Information	205	271	333	736	66	62	403
Finance and Insurance	430	581	587	726	151	6	139
Management of Companies and Enterprises	406	488	567	672	82	79	105
Wholesale Trade	217	604	381	414	387	(223)	33
Health Care and Social Assistance	544	482	481	368	(62)	(1)	(113)
Retail Trade	449	384	263	337	(65)	(121)	74
Manufacturing	183	386	273	242	203	(113)	(31)
Transportation and Warehousing	54	399	179	218	345	(220)	39
Arts, Entertainment, and Recreation	178	163	71	166	(15)	(92)	95
Utilities	122	136	139	140	14	3	1
Real Estate and Rental and Leasing	21	144	41	48	123	(103)	7
Agriculture, Forestry, Fishing and Hunting	48	37	26	16	(11)	(11)	(10)
Mining, Quarrying, and Oil and Gas Extraction	6	1	1	0	(5)	0	(1)
Total	16,474	21,262	19,619	23,973	4,788	(1,643)	4,354

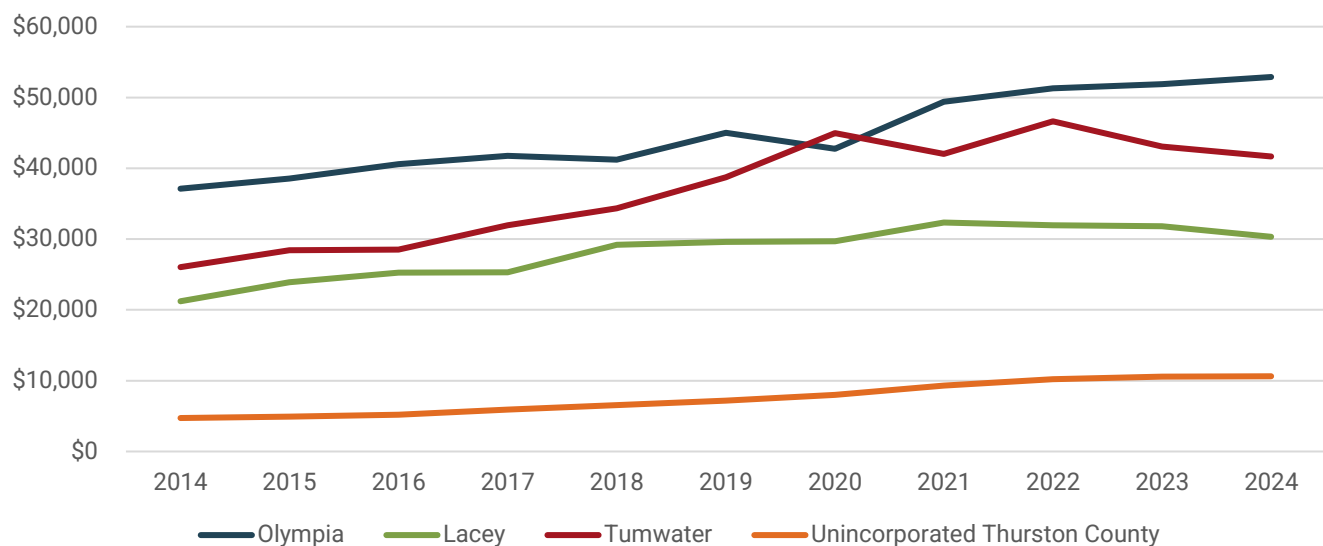
Source: U.S. Census via LEHD On the Map.

How Healthy Is Olympia's Retail Sector?

Despite the decline in downtown retail jobs over the past decade, taxable sales per capita remains higher in Olympia than in other Thurston County jurisdictions. Between 2020 and 2024, retail sales per capita in Olympia rose from just under \$43,000 to nearly \$53,000 – a 24 percent increase. Over the same period, taxable retail sales rose by two percent in Lacey and decreased by seven percent in Tumwater. Retail sales growth in unincorporated Thurston County outpaced growth in Olympia, rising by 33 percent between 2020 and 2024. While this data is not specific to downtown Olympia, it illustrates that Olympia serves as a retail hub attracting visitors from other parts of the county and the broader region.



Figure 3. Retail Sales per Capita, 2014-2024

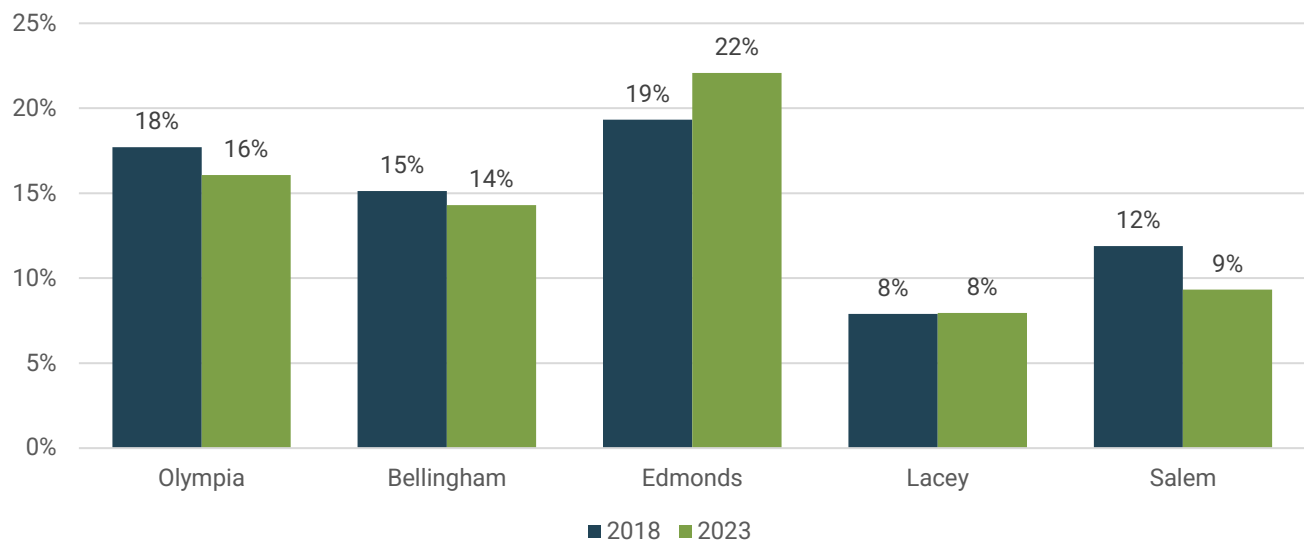


Source: Thurston Regional Planning Council.

How Does Olympia's Downtown Job Growth Compare to Growth in Other Downtowns?

Figure 4 below shows the share of retail, accommodations, and food and beverage jobs in downtown Olympia and comparison cities. Lacey is adjacent to Olympia with a similar population, and Bellingham and Edmonds have been used as comparable cities in other reports and analyses. Salem, Oregon is also a capital city with a significant dependence on public sector workers. Since 2018, the share of these jobs in downtown Olympia has declined from 18 percent to 16 percent. Comparable cities like Bellingham and Salem have seen similar decreases. However, over the same period, Edmonds saw more concentration of these jobs in its downtown area.

Figure 4. Share of Retail, Accommodations, and Food and Beverage Jobs in Downtown Areas

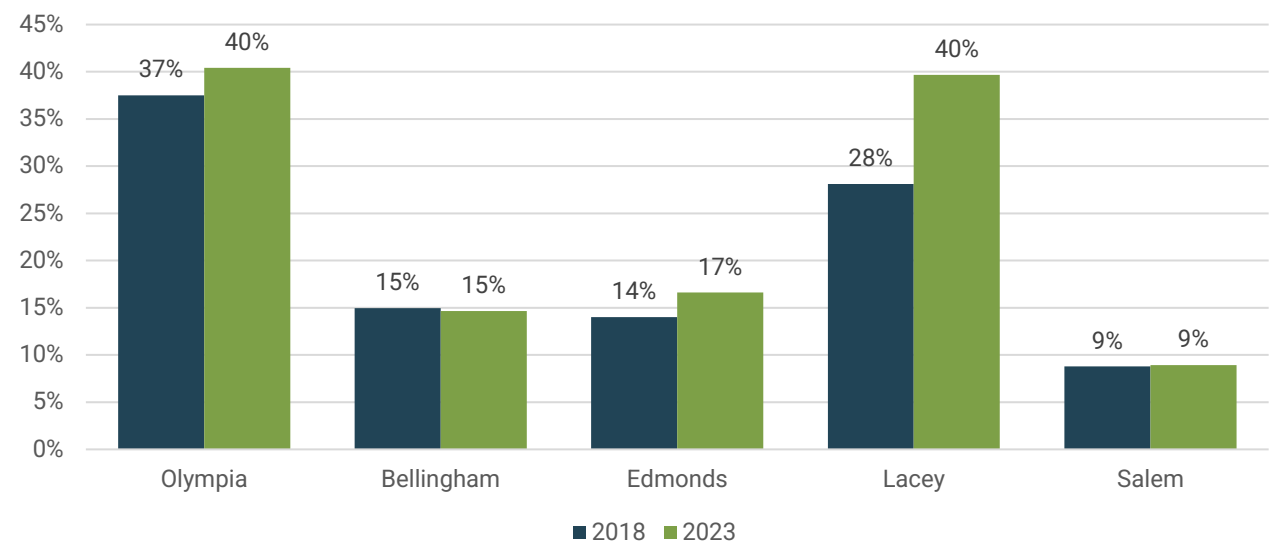


Source: U.S. Census via LEHD On the Map.



Despite this, jobs were more concentrated in downtown Olympia in 2023 than in 2018. Among peer cities, only Lacey has a similar concentration of jobs in its central business district. However, the data does not indicate whether these jobs are in-person or remote. While Olympia has a high concentration of public sector jobs, this does not necessarily correlate to a higher daytime population.

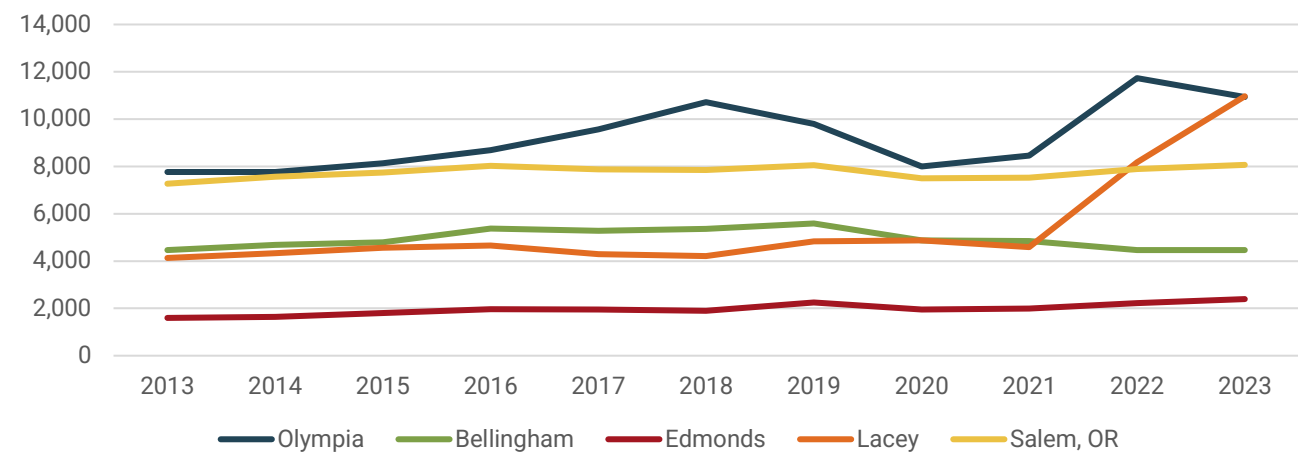
Figure 5. Share of All Jobs in Downtown Areas



Source: U.S. Census via LEHD On the Map.

Figure 6 below shows downtown job growth over time for Olympia and its peer cities, excluding jobs in the public administration sector. Even excluding these jobs, downtown Olympia has regained the jobs lost since the pandemic. As of 2023, there are more jobs in downtown Olympia than there were in 2018. Since 2020, the number of jobs in downtown Olympia has increased by 37 percent compared to 23 percent in Edmonds and eight percent in Salem. As of 2023, downtown Bellingham has fewer jobs than it did prior to the pandemic. downtown Lacey also saw significant job growth between 2021 and 2023.

Figure 6. Downtown Jobs Excluding Public Administration, 2013-2023



Source: U.S. Census via LEHD On the Map.



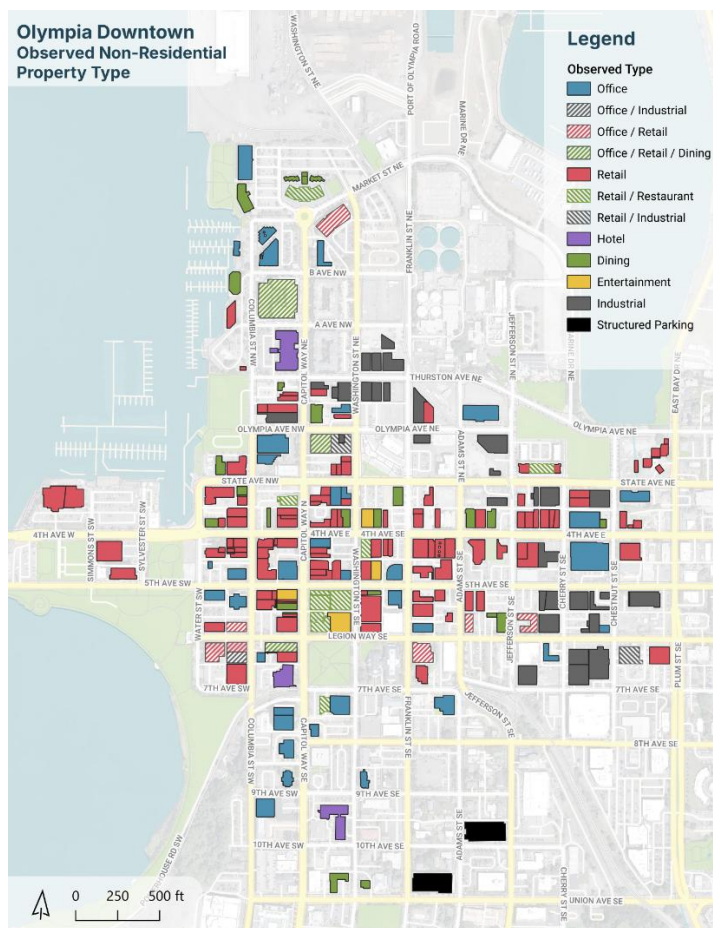
Vacancy

This section summarizes existing real estate conditions and explores the root causes of vacancy in downtown Olympia. The data comes from CoStar, Placer.ai, the Olympia Downtown Alliance, conversations with City staff and stakeholders, and on-the-ground surveys of vacant storefronts. Stakeholders interviewed for this study included business owners, real estate professionals, lenders, City staff, and representatives of the Olympia Downtown Alliance. These interviews provided insight to a variety of challenges facing downtown, including permitting challenges, construction costs, political challenges, building conditions, City policies and regulations, safety concerns, and indifferent property owners. A detailed summary of these conversations can be found at the end of this report.

What Types of Commercial Spaces Are in Downtown Olympia?

Figure 7 below shows properties by type in downtown Olympia, based on on-the-ground research by Leland Consulting Group. Within the Historic District, retail is the predominant use, though there are some office spaces in this area as well. South of Legion Way SE, the uses are predominantly supporting activities at the State Capitol. There are more offices, hotels, and parking garages in the southern portion of the study area. There is also a small cluster of office spaces in the northern part of the study area near the Port.

Figure 7. Downtown Non-Residential Properties by Observed Type



Source: Leland Consulting Group.

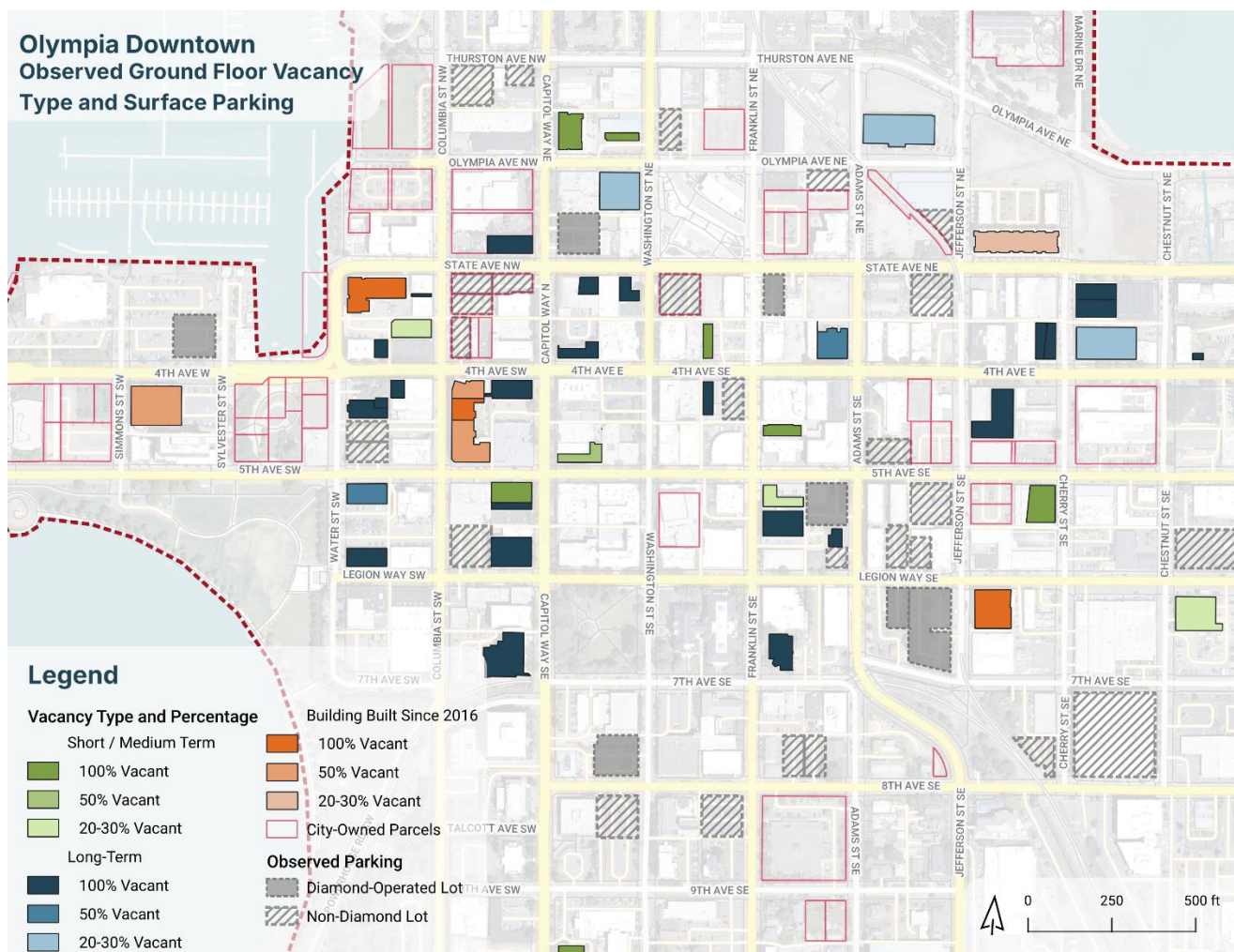


Where Are the Vacant Spaces in Downtown Olympia?

In order to provide an accurate assessment of vacancy in Olympia, Leland conducted an on-the-ground survey of vacant spaces with the assistance of City staff in February 2026. Figure 8 below shows the observed vacancy at that time by building age and length of vacancy. Most of the long-term vacancies are located within the Historic District in the central part of downtown Olympia. Despite challenges with leasing ground floor retail spaces in mixed-use buildings, newer buildings do not have the same long-term vacancy challenges as older buildings downtown.

Figure 8 also shows parking lots and City-owned parcels. Surface parking lots are not vacant, but they can contribute to the perception of a lack of vitality because they are where people leave their vehicles rather than places for people to congregate, and they create a gap in active retail frontage that can deter pedestrian activity. While the City owns several properties downtown, most are currently occupied, with the exception of the building at the northwest corner of State Avenue and Capitol Way.

Figure 8. Vacant Properties by Type and Percent Vacant, City-Owned Properties, and Parking Lots in Downtown Olympia



Source: Thurston County Assessor; Leland Consulting Group.



Figure 9. City-Owned Former Fire Station at 108 State Street NW in Downtown Olympia



Source: Leland Consulting Group.

In addition, Figure 8 shows an estimate of how much space in each building is vacant as of February 2026. Many of the long-term vacant properties are fully vacant, potentially indicating either that the property owner is not actively marketing the space or that there is some other significant barrier (or barriers) to occupancy.

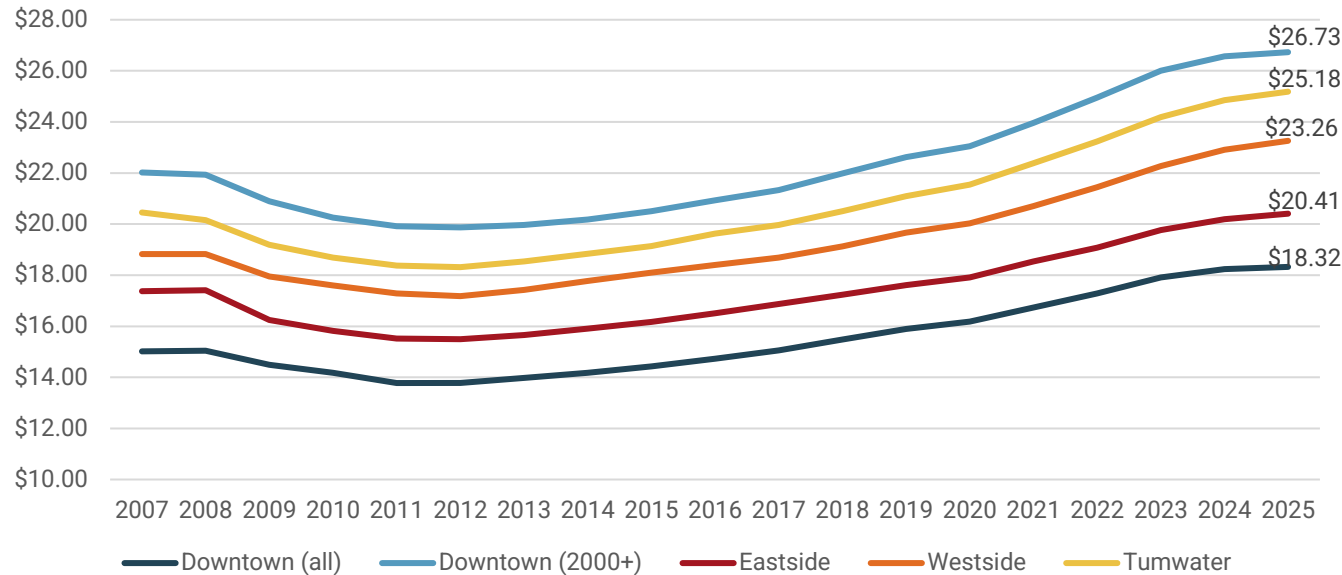
Why Do New Buildings Seem to Have So Much Vacant Ground Floor Retail Space?

For retail in downtown Olympia, size, condition, and age are significant factors differentiating vacant and active spaces. While historic buildings are an important part of downtown's character and appeal, they can be costly to renovate to meet modern standards. In addition, many of these spaces are larger than many local businesses need. New retail spaces can also face tenancing challenges. While building systems in these spaces do not typically need to be updated, they are usually built as shell spaces to provide flexibility. The cost of tenant improvements (TIs) for these spaces can vary based on tenant needs. According to local real estate professionals, property owners need to find tenants that are willing and able to sign onto a long-term lease to recoup the cost of tenant improvements. These long-term leases can be risky for the building owner, especially if a potential tenant does not have a long track record of success in the market. In some cases, mortgages can include covenants that prevent landlords from reducing rents beyond a certain threshold to attract tenants.

According to data from CoStar and Crexi, there is a significant spread between the overall asking rent for retail spaces in downtown Olympia and the rent for spaces built since 2000. As of February 2026, spaces at Westman Mill are on market for \$24 per square foot annually, compared to \$17 per square foot annually at the Acme Fuel Building and \$18 per square foot annually at the Carnegie Building.

Figure 10 below shows the market asking rent for retail space in downtown Olympia compared to rents in CoStar’s Eastside, Westside, and Tumwater submarkets. While overall rent per square foot downtown is less than in the comparison areas, the market asking rent for spaces built in 2000 or later is significantly higher.

Figure 10. Market Asking Rent per Square Foot (2007-2025)



Source: CoStar; Crexi.

Vacancy in newer mixed-use buildings is not a challenge limited to Olympia – while ground floor retail requirements can help make neighborhoods more vibrant, these spaces can also be challenging to tenant. Vacant ground floor retail space in new mixed-use buildings is a big enough problem that in 2026, the Washington Legislature passed a bill that will only allow cities to require ground floor retail in up to 20 percent of the total area within their jurisdictions, and removes the requirement entirely for affordable housing. When developers conduct financial analyses to determine feasibility, retail income is typically set to \$0 due to expected tenancy challenges and the cost of building out the space.

Ground floor retail spaces in mixed-use buildings are typically not built for a specific purpose. When they design a new building, developers do not know whether the ground floor will be occupied by a restaurant, a gym, a boutique, a café, a health clinic, or some other commercial use. Once a tenant is identified, the building owner typically pays for the tenant improvements (interior build out). Depending on the type of business, the cost of building out these spaces can be very high. In order to recoup these costs, the building owner needs to secure a tenant that is able to sign onto a long-term lease of at least seven years. This adds risk for both the landlord and potential tenant.

While some stakeholders expressed frustration that landlords do not lower the rent of new spaces to attract tenants, this is challenging for two reasons: first, lower rents would necessitate an even longer lease to amortize the cost of tenant improvements; second, some lenders include covenants in mortgages that prevent landlords from reducing rent beyond a specific threshold. While not all lenders include these covenants, a [study](#) by Erica Moszkowski and Daniel Stackman at the Harvard Joint Center for Housing Policy suggests that around 30 to 40 percent of commercial loans set restrictions on rent reduction. These covenants can be written in different ways



– some set a floor, while others require that landlords get permission from the lender to lower rents below what is considered “market rate.”

Figure 11. The Westman Mills Building with Vacant Corner Retail



Source: Leland Consulting Group.

Why Have So Many Old Buildings Been Vacant for So Long?

The older buildings and historic spaces in Olympia tend to be large and not well suited to the needs of the types of smaller local businesses that make downtown Olympia so unique and vibrant. Typically, buildings want to maximize their frontage and minimize the depth of their spaces. However, historic buildings are typically narrow and long. While modern retail requires around 60 feet of depth, historic buildings are often 100 feet deep. This means that tenants are paying for more space than they need, and the layout is not optimal from a merchandising perspective.

According to stakeholders interviewed as part of this analysis, these large historic spaces do not match the needs of local entrepreneurs, and there is limited information on programs to help divide them into smaller spaces. While the Olympia Downtown Alliance offers a micro-grant program, these grants are typically limited to \$500, which is insufficient to divide, upgrade, or retrofit historic spaces. This is especially a challenge for some very large long-term vacant spaces, including the former YMCA building on Franklin Street SE just south of 5th Avenue, which has over 30,000 square feet of space.

In addition, many of the historic spaces in downtown Olympia require modernization, which can include expensive upgrades to building systems, sprinklers, tenant spaces, and exteriors. The need for significant upgrades can act as a deterrent to businesses, especially smaller, local entrepreneurs who are just starting out. While buildings that have been modernized like 109 Capitol Way N are able to attract and retain tenants, buildings that need more substantial upgrades struggle with persistent vacancy. Figure 12 below shows two sets of historic buildings in downtown Olympia – one that has been upgraded and well maintained and one that needs improvements.

Figure 12. Retail Spaces at 109 Capitol Way N (Left) and 322 4th Avenue E (Right)



Source: Leland Consulting Group.

The recently opened Altitude 15 Food Hall in downtown Olympia is an example of dividing historic space to better support local business. The 9,000 square foot building, built in 1914, was recently turned into a food hall featuring four local vendors. While this model might not work in all historic spaces, it demonstrates that creative problem solving can help address some of the challenges with historic spaces downtown. Unfortunately, this project has faced some financial and tenanting challenges and may not be a replicable example under current market conditions.

Figure 13. The Altitude 15 Food Hall in Downtown Olympia



Source: Leland Consulting Group.

What about Office Space?

Office vacancy is a challenge for downtowns nationwide and there are no quick or easy solutions to address it in the near term. In Olympia, downtown office vacancy is exacerbated by the shift to remote work among state employees. Downtown Olympia has long been dominated by state offices, with the public administration sector making up around half of the jobs downtown (excluding the Port) as of 2018. While many of the state jobs are south of the downtown study area near the Capitol, State agencies also leased office spaces downtown, in buildings like the Capitol and Legion building, which are now vacant.

Many of the spaces that were previously occupied by state offices are large and outdated, having undergone limited upgrades over the past several decades. As the state pulls back its office footprint, these Class B and Class C office spaces are flooding the market in downtown Olympia, while there is a lack of large employers available and willing to absorb and upgrade these spaces.

According to CoStar, 70 out of the 136 office properties in downtown Olympia are Class C and 65 are Class B. Just one property, the Cherry Street Plaza, is Class A. According to a local real estate professional, the cost of converting a Class B or C office building to the type of Class A offices that are in high demand is a minimum of \$400 per square foot, and potentially as high as \$600 per square foot. This is higher than the cost of new construction in some parts of the region. With around 20 to 30 percent of Class B and C office space currently vacant, it is not clear what new industry could absorb the space currently on market, or whether investors will see an economic benefit to adapting them to other purposes.

Figure 14. A Mostly Vacant Class C Office Building at 121 State Avenue NE



Source: Leland Consulting Group.

The table in Figure 15 below shows office properties in downtown Olympia that are currently for lease, according to data from Crexi. All but one of these spaces have been on market for at least 100 days, with four on market for more than five years. Generally, the newer properties are listed at higher rents than the older properties, though the newest space currently for lease was built in 2009. Although this is not a comprehensive list of vacant office spaces in downtown Olympia, these listings are for a combined total of 114,032 square feet of space, indicating significant vacancy throughout downtown, not just in the area near the Capitol.

Figure 15. Office Spaces Currently for Lease in Downtown Olympia as of February 2026

Name	Address	Year Built	Space SF	Building SF	\$ / SF / Yr	Days on Market
Market Center	111 Market Street NE	2001	882	45,687	\$32.00	2,198
Union Heights	1018 Capitol Way S	2009	2,850	22,088	\$30.00	340
Market Place Office Building	724 Columbia Street NW	1998	16,150	48,000	\$28.50	2,030
911 5th Avenue SE	911 5th Avenue SE	2003	1,337	9,400	\$25.00	20
Raad Office Building	128 10th Avenue SW	2000	26,250	165,160	\$22.00	686
410 11th Avenue	410 11th Avenue	1975	1,270	18,000	\$19.00	2,198
Mottman Building	101 Capitol Way N	1889	2,948	19,200	\$17.85	2,198
Acme Fuel Building	416 State Avenue NE	1940	2,287	2,287	\$17.00	141
The Adams Building	1310 Jefferson Street SE	1985	23,715	34,260	\$17.00	341
521 Capitol Way S	521 Capitol Way S	1957	32,343	32,343	\$13.00	254
503 Cherry Street SE	503 Cherry Street SE	1920	4,000	13,800	\$12.26	140

Source: Crexi.

What Industries Are Likely to Grow in the Future?

Growth in job sectors that are commonly found in downtown areas can be an indicator of future downtown vitality. It can also indicate whether there are likely office uses that could absorb some of the currently vacant space over the next decade. The Washington Employment Security Department (ESD) forecasts that the Pacific Mountain region (which includes Thurston, Lewis, Pacific, Mason, and Grays Harbor counties) will see nine percent job growth between 2023 and 2033. The government and education and health services sectors are expected to see the most growth over this period, adding 5,000 and 4,600 jobs respectively. However, many of the government jobs are likely to remain remote, and health services jobs do not typically need the type of office space currently available downtown.

Figure 16. Job Forecasts by Sector for the Pacific Mountain Region, 2023-2033

	ESD Forecast			Change, 2023-2033	
	2023	2028	2033	Number	Percent
Government	61,900	65,100	66,900	5,000	8%
Education & Health Services	29,200	32,000	33,800	4,600	16%
Retail Trade	21,600	21,600	22,300	700	3%
Leisure & Hospitality	19,500	20,600	21,800	2,300	12%
Professional & Business Services	18,800	19,600	20,900	2,100	11%
Construction	10,700	10,700	11,400	700	7%
Manufacturing	10,700	10,700	10,700	0	0%
Other Services	7,100	7,400	7,800	700	10%
Financial Activities	6,400	6,500	6,700	300	5%
Wholesale Trade	6,400	7,000	7,100	700	11%
Transportation, Warehousing, & Utilities	6,000	6,700	6,800	800	13%
Information	2,200	2,100	2,200	0	0%
Natural resources	1,300	1,200	1,200	(100)	-8%

Source: Washington Employment Security Department (ESD).

Figure 17 below shows additional details for the sectors expected to see the most growth in this region through 2033. Most of the new leisure and hospitality jobs are expected to be concentrated in accommodation and food services, which could in part be captured by downtown Olympia, but will not aid in office absorption. While growth in the professional and business services sector will absorb some office space, many of the office spaces in downtown Olympia would need significant upgrades to be competitive. Similarly, health services like urgent care and doctors' offices can be a good fit for commercial areas, but they often require specialty facilities and dedicated accessible parking, which are less common downtown.



Figure 17. Top Growth Sector Detail for the Pacific Mountain Region, 2023-2033

	2023	ESD Forecast		Change, 2023-2033	
		2028	2033	Number	Percent
Professional & Business Services	18,800	19,600	20,900	2,100	11%
Professional, Scientific and Technical Services	8,600	9,100	9,800	1,200	14%
Management of Companies and Enterprises	1,300	1,300	1,400	100	8%
Other Professional Services	5,200	5,500	6,000	800	15%
Employment Services	3,700	3,700	3,700	0	0%
Education & Health Services	29,200	32,000	33,800	4,600	16%
Education Services	4,000	4,400	4,600	600	15%
Health Services & Social Assistance	25,200	27,600	29,200	4,000	16%
Leisure & Hospitality	19,500	20,600	21,800	2,300	12%
Arts, Entertainment and Recreation	2,300	2,400	2,500	200	9%
Accommodation and Food Services	17,200	18,200	19,300	2,100	12%
Government	61,900	65,100	66,900	5,000	8%
Federal Government	1,500	1,500	1,500	0	0%
State and Local Government Other	45,400	48,000	48,900	3,500	8%
Government Educational Services	15,000	15,600	16,500	1,500	10%

Source: Washington Employment Security Department (ESD).

Downtown Visitor Analysis

There is a significant amount of vacant retail and office space in downtown Olympia. However, Olympia is not alone in this regard. Regionally and nationally, downtowns have been struggling due to the rise in remote work and ecommerce. It is important to determine whether Olympia's vacancy challenges are significantly worse than in other cities, or if downtown is relatively healthy given current market conditions. This is not to say that the City may not need to address the challenges currently facing downtown but rather contextualizes the scale of the problem and sets the stage for improvement strategies.

In addition, throughout our conversations with key stakeholders and City staff, we heard that some areas of downtown Olympia are faring better than others. This section analyzes the health of Olympia's downtown compared to peer cities and identifies the areas of downtown with the biggest opportunities and challenges.

The analysis in this section utilizes data from Placer.ai, an anonymized cell phone tracking data tool that provides detailed data on visitors to a specific area over time.



How Does Visitor Activity Downtown Olympia Compare to Peer Cities?

Figure 18 below shows the average daily visits per week by out-of-market visitors (those who do not live or work in downtown Olympia). As of 2025, visits to downtown Olympia are still slightly lower than in 2019. Averaging each year, there was a two percent decline in visits to downtown Olympia in 2025 compared to 2019.

Figure 18. Out-of-Market Visits by Week to Downtown Olympia, 2019-2025

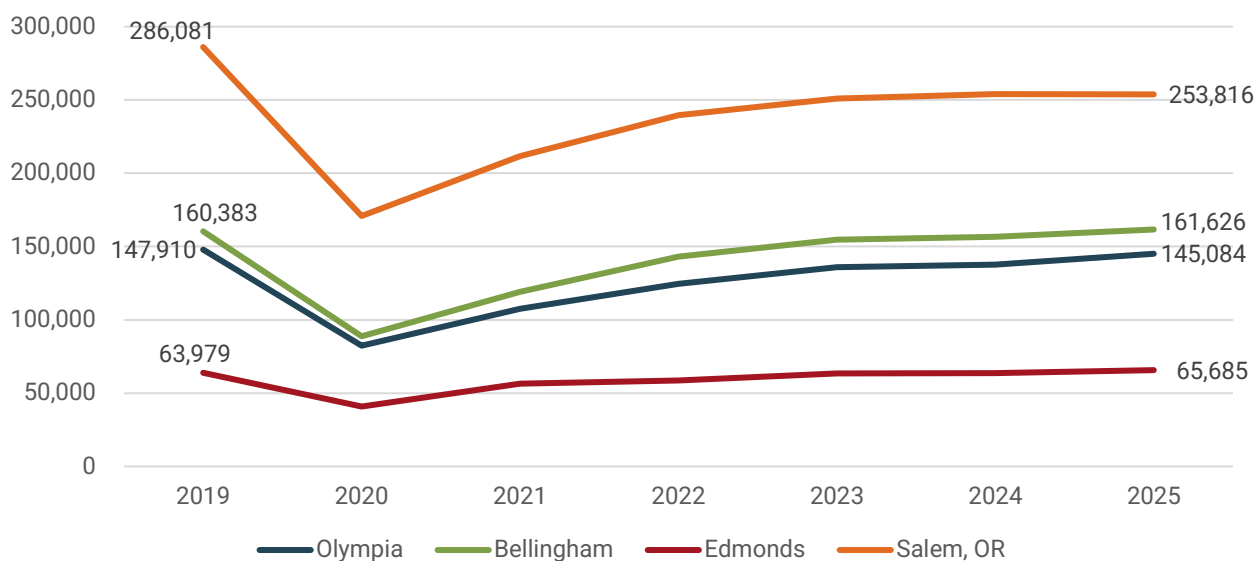


Source: Placer.ai.

Comparing Olympia to peer cities, between 2019 and 2020, visits to downtown decreased by 44 percent in Olympia, 45 percent in Bellingham, 36 percent in Edmonds, and 40 percent in Salem. While visits to Olympia still lags pre-pandemic visits slightly, visits to downtown Salem are still down 11 percent from 2019. Visits are up one percent in downtown Bellingham and three percent in downtown Edmonds. Between 2024 and 2025, average daily visits to downtown Olympia grew by five percent compared to three percent in Bellingham and Edmonds and -0.1 percent in Salem. This data suggests that while there may be some room for improvement, downtown Olympia is not underperforming downtowns in peer cities.



Figure 19. Average Weekly Out-of-Market Visits to Downtown by Year, 2019-2025



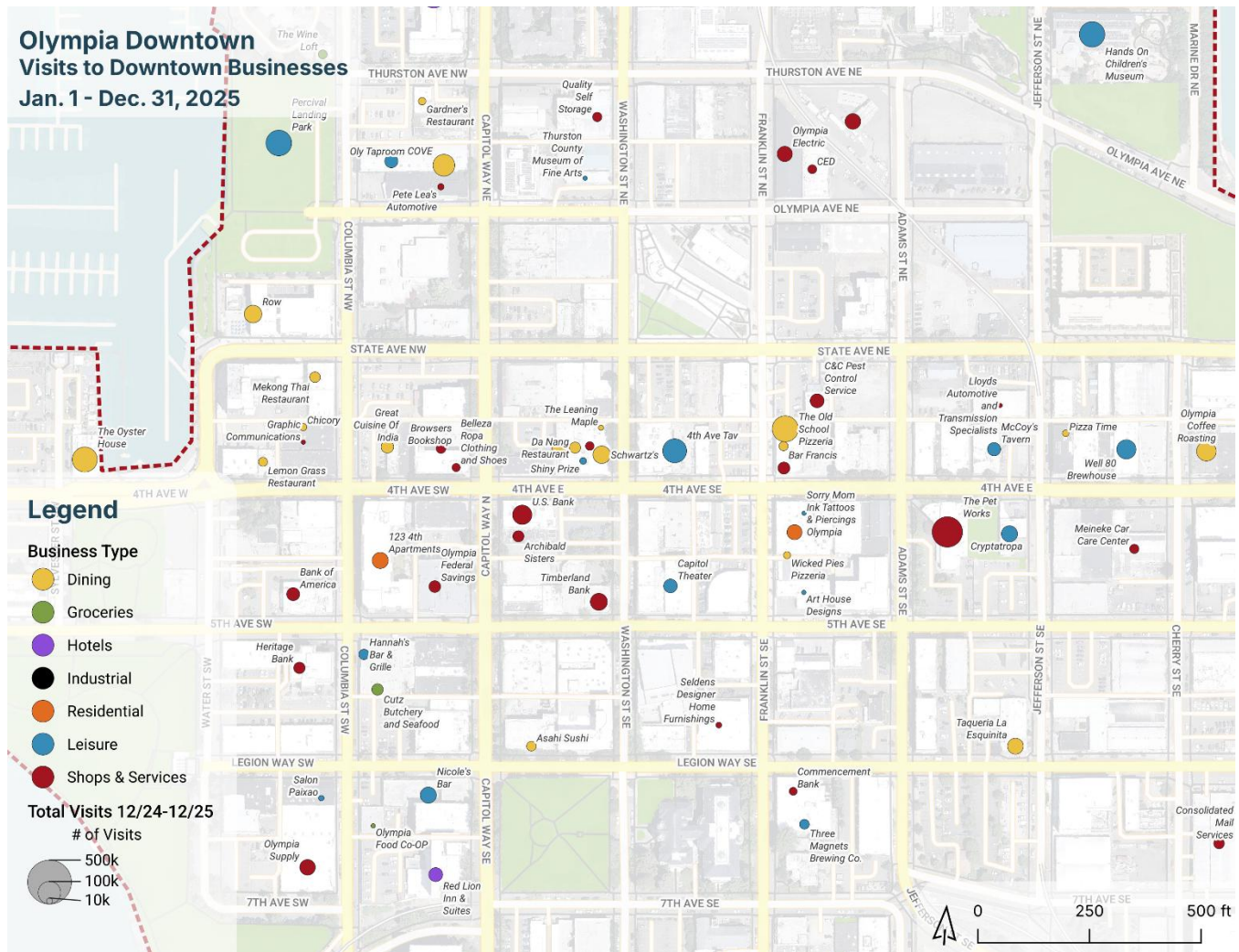
Source: Placer.ai.

Which Areas of Downtown Attract the Most Visitors?

Figure 20 below shows the top 100 most visited downtown businesses by number of visits and category. The top locations for visits are clustered in the central part of downtown, primarily along 4th and 5th Avenues, Columbia Street, and Capitol Way. The area north of State Avenue NE and east of Capitol Way NE typically sees a lot less visitor activity, though the Hands On Children's Museum is a popular destination. Similarly, the area south of Legion Way SE has fewer popular destinations, with the McDonalds on 8th Avenue SE and Heritage Park attracting the most visitors.



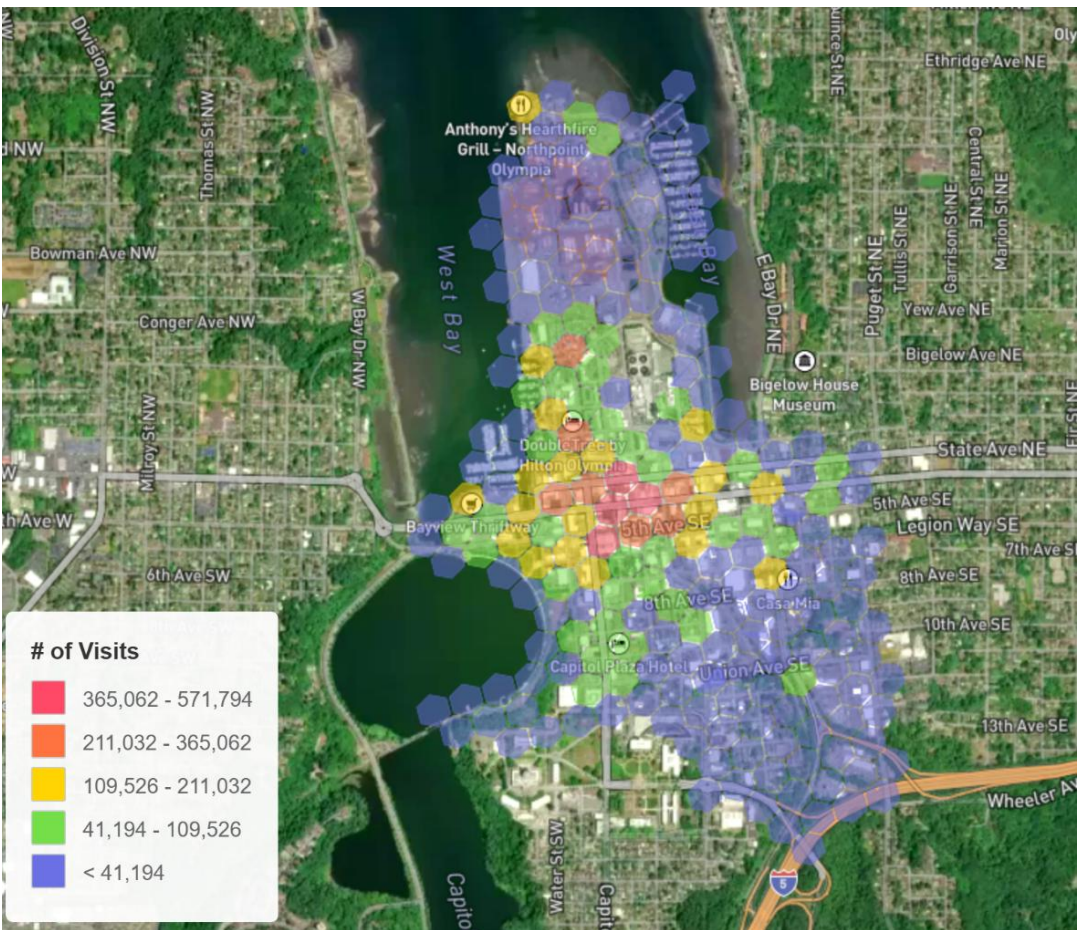
Figure 20. Top Downtown Locations by Visits, 2025



Source: Placer.ai.

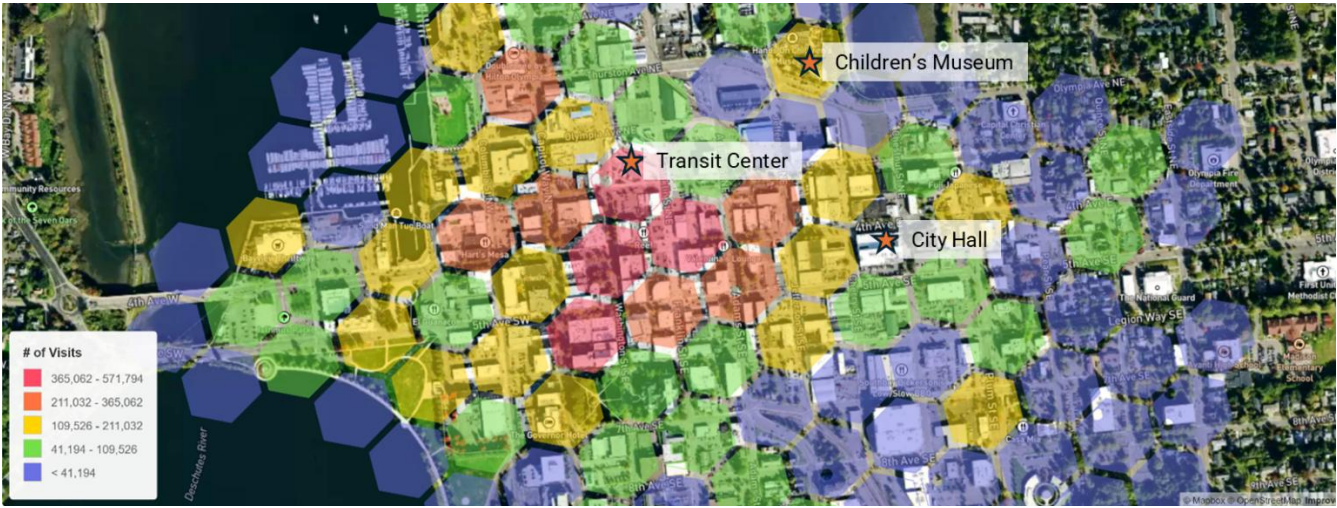
The hexagon heatmap below shows a similar pattern, with 2025 visits concentrated in the area between Columbia and Jefferson Streets, Olympia Avenue, and Legion Way. Zooming into the core of downtown, as shown in Figure 22, it is clear that the area around the Children's Museum, the area around City Hall, and the area north of the Olympia Transit Center attract fewer visitors than other parts of downtown.

Figure 21. Hexagon Heatmap of Visits in Downtown Olympia, 2025



Source: Placer.ai.

Figure 22. Hexagon Heatmap of Visits to the Core of Downtown Olympia, 2025

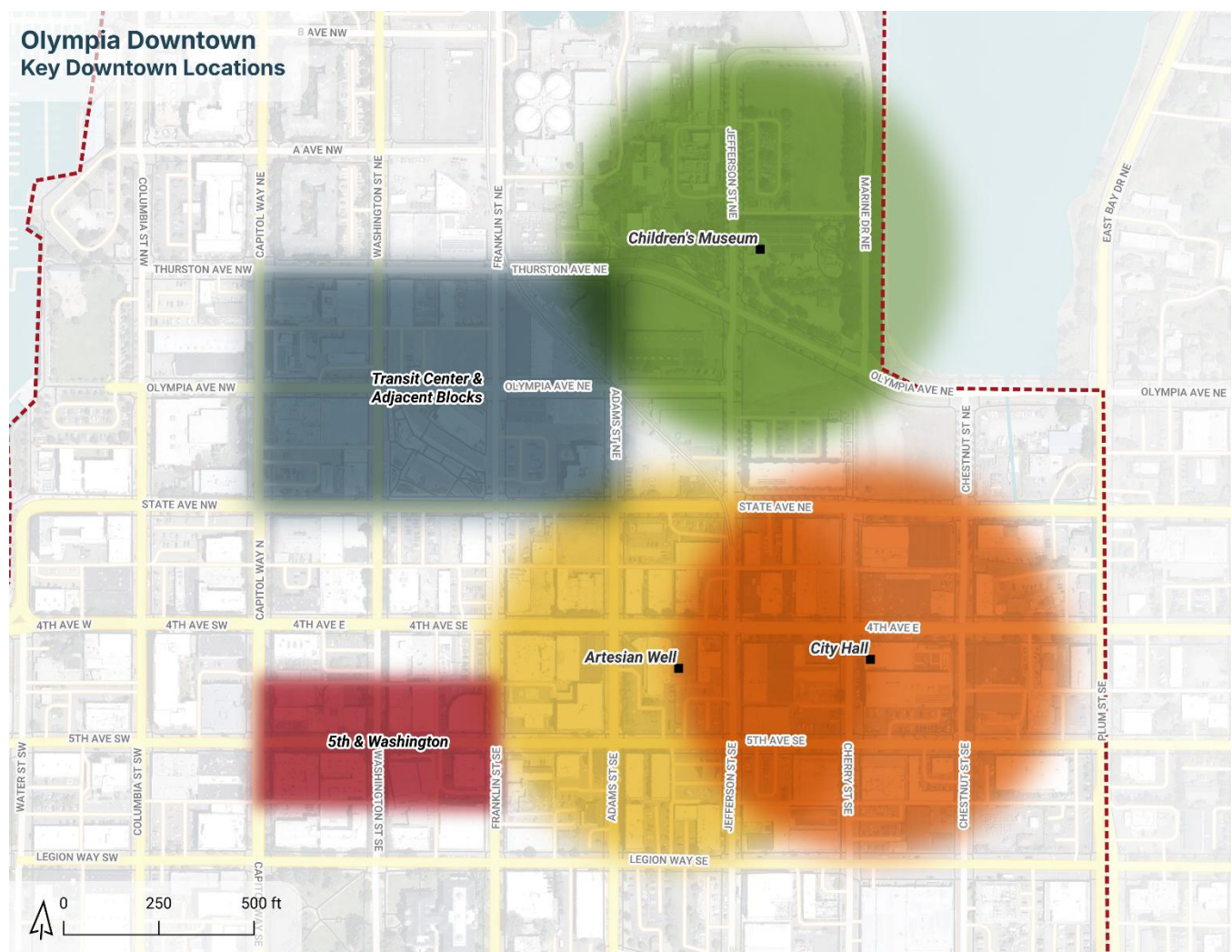


Source: Placer.ai.



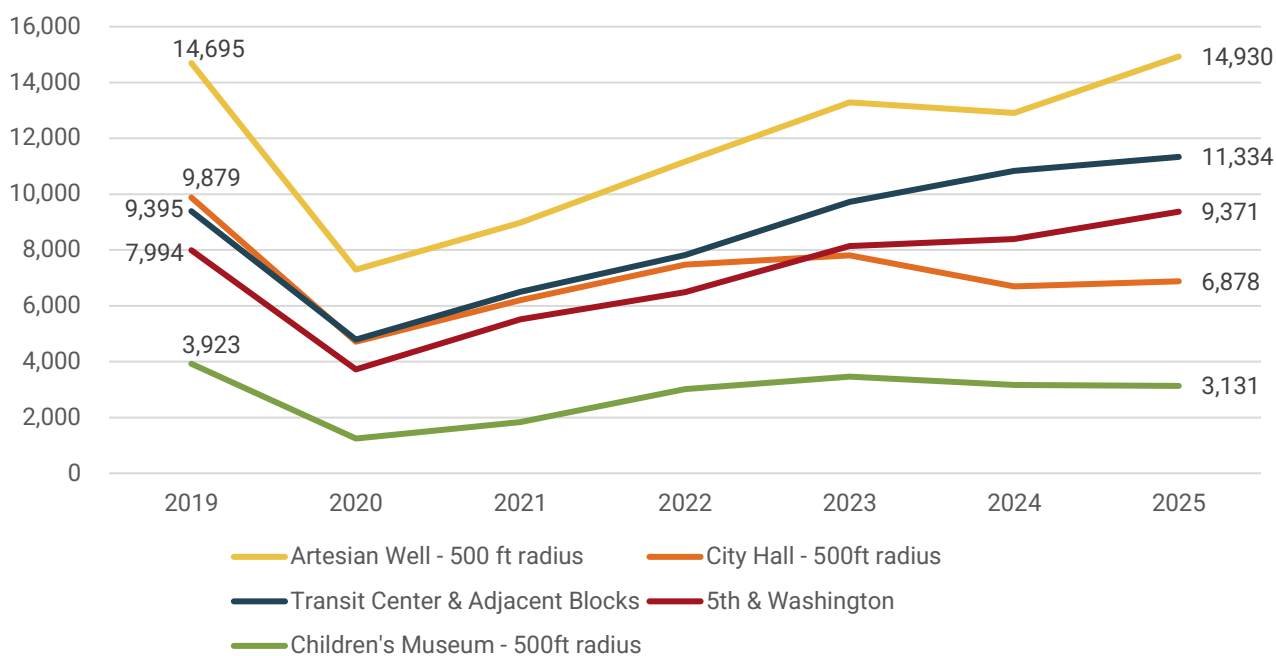
Figure 24 below shows average daily visits by year for key parts of downtown that were identified as potential problem areas through stakeholder discussions, including the Transit Center and adjacent blocks, the area around the Children's Museum, the area around City Hall, and the area around the Artesian Well. In addition, it shows visits to the blocks at the intersection of 5th Avenue and Washington Street, where many city festivals are held. Despite its small size, the area around 5th and Washington gets an average of over 9,000 visits each week. Visits to the area around the Transit Center are up 21 percent over 2019, indicating vibrancy in this area has seen significant improvement since the start of the COVID-19 pandemic. Visits to the 5th and Washington blocks are also above pre-pandemic levels, with a 17 percent increase in visits between 2019 and 2025. However, the areas around the Hands On Children's Museum and City Hall continue to struggle. Visits to the area around the Hands On Children's Museum are down 20 percent and visits to the area around City Hall are down 30 percent from 2019.

Figure 23. Key Downtown Locations for Visitor Activity Analysis



Source: Leland Consulting Group.

Figure 24. Average Weekly Visits by Year to Key Downtown Olympia Locations



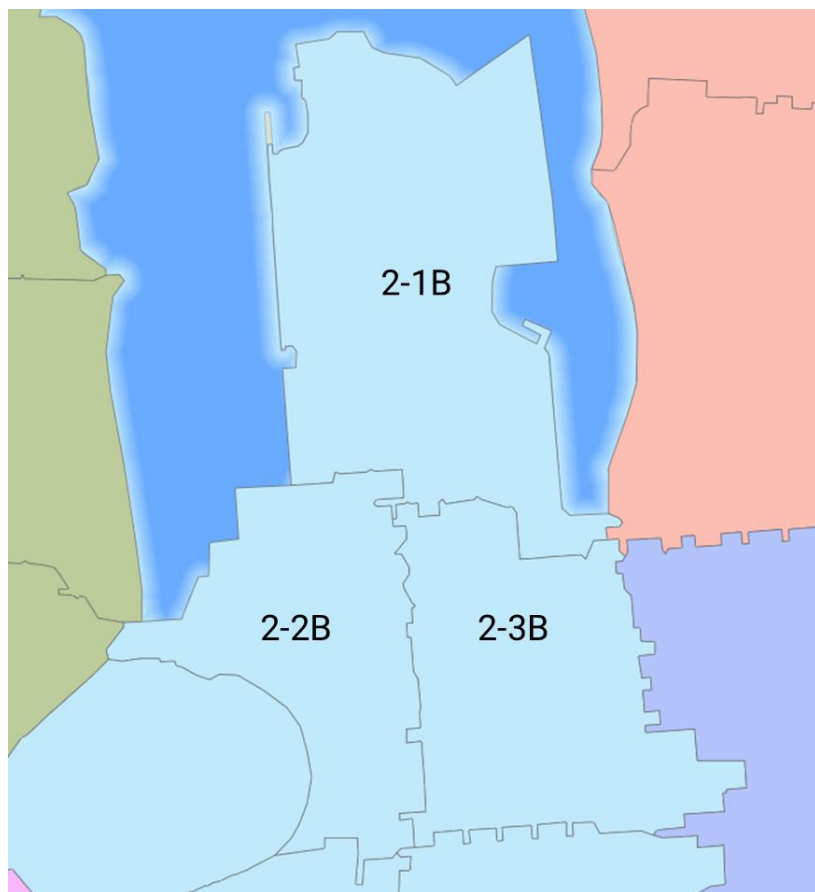
Source: Placer.ai.

Public Safety

Throughout interviews with City staff and stakeholders, the question of safety was brought up several times. There is a perception among many residents and visitors that downtown Olympia is not safe due to crime, open drug use, and a visible population of unsheltered homeless residents. The Olympia Police Department (OPD) tracks crime data by dispatch zones. The three main dispatch zones for downtown Olympia are shown in Figure 25 below. The ODP Crime Map Dashboard does not include data from before 2020, but the available information provides insight into crime trends in downtown Olympia.



Figure 25. OPD Dispatch Zones for Downtown Olympia



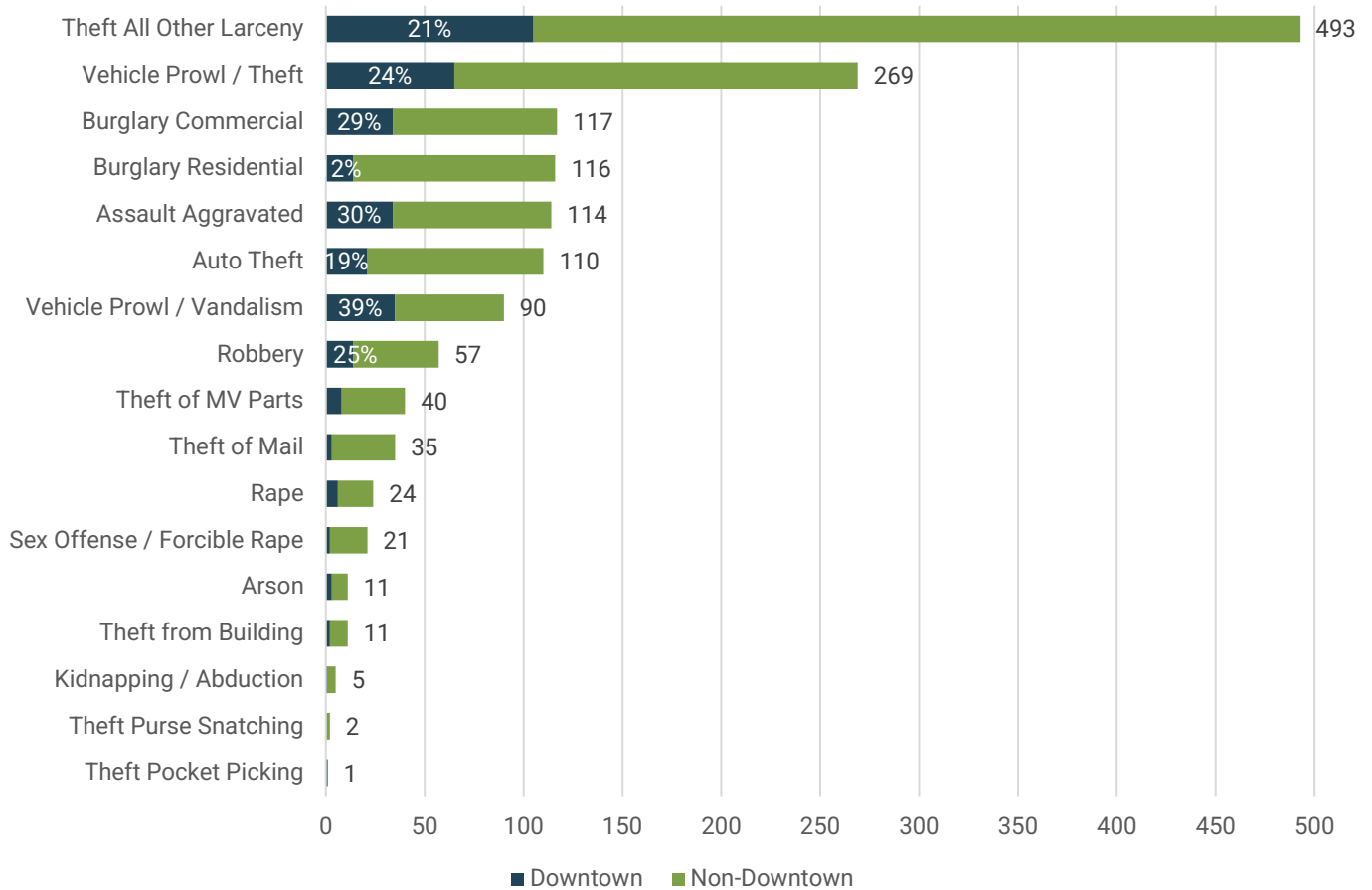
Source: Olympia Police Department Crime Map Dashboard.

Is Crime Increasing in Downtown Olympia?

Since 2021, the number of incidents in dispatch zones 2-1B and 2-3B have decreased by 46 and 18 percent, respectively, while the number of incidents in dispatch zone 2-2B increased by five percent. While zone 2-2B saw an increase in vehicle prowling and larceny over this period, it saw a significant decline in commercial burglaries and auto thefts.

The biggest crime categories citywide are larceny, vehicle prowling, burglary, aggravated assault, and auto theft. Of these top crime categories, Vehicle Prowl / Vandalism has the highest share of downtown incidents as of 2025. Overall, however, these incidents have decreased by 40 percent citywide since 2021.

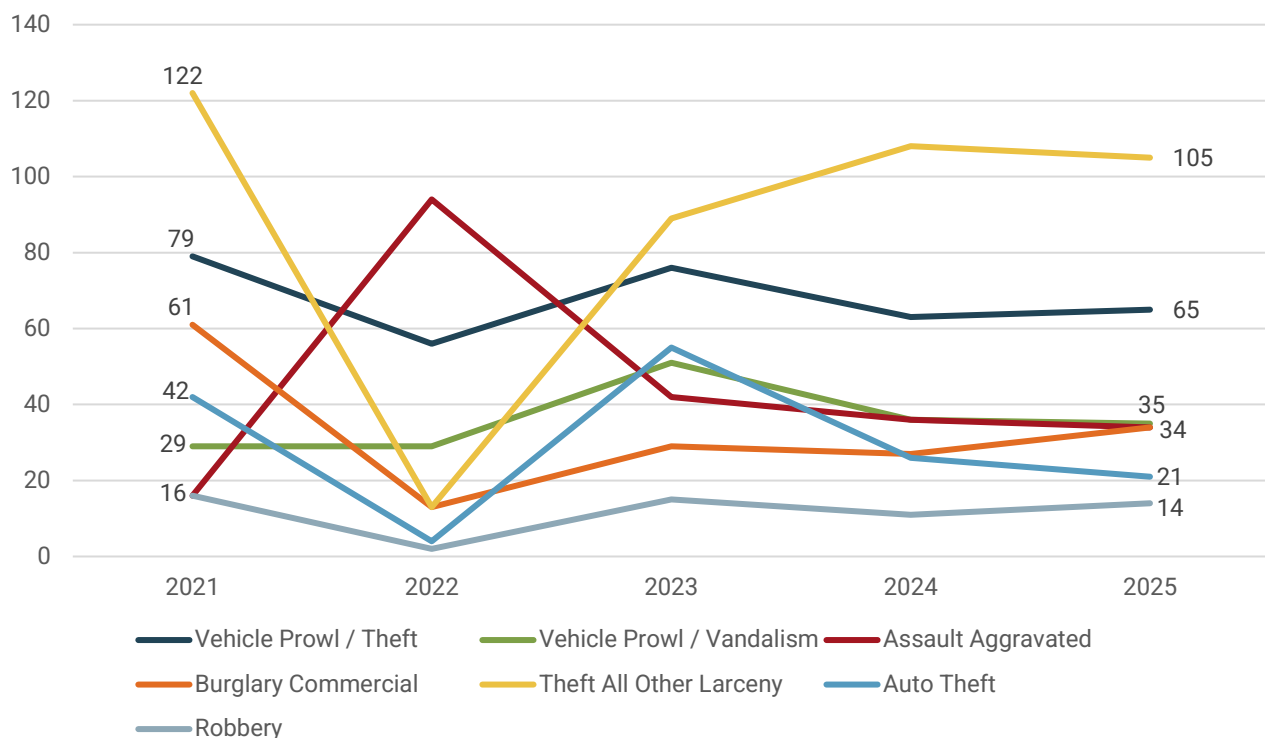
Figure 26. Incidents by Type and Location, 2025



Source: Olympia Police Department Crime Map Dashboard.

With the exception of aggravated assault and vehicle prowling / vandalism, incidents in the top crime categories have decreased significantly downtown since 2021. Auto thefts have fallen by 50 percent and commercial burglaries are down 44 percent. While aggravated assaults are up significantly from 2021, they have declined substantially since 2022, with each subsequent year seeing fewer assaults downtown. This data indicates that the safety concerns highlighted by stakeholders are founded, but the public safety situation in downtown Olympia is already improving.

Figure 27. Cumulative Change in Number of Incidents Downtown for Top Crime Categories



Source: Olympia Police Department Crime Map Dashboard.

Is Crime a Major Contributor to Downtown Vacancy?

Based on conversations with stakeholders, it is clear that incidents of crime downtown have made some businesses and employees more hesitant to locate or remain downtown. Typically, businesses do not choose to operate in areas with a high likelihood of property crimes like burglary or auto theft. However, visitor data and crime incident data indicate that conditions are improving and the perception of safety is not keeping people from visiting downtown Olympia. Because of this, it is unlikely that crime is a major contributor to downtown vacancy.

Importantly, vacant spaces tend to attract antisocial behaviors. Areas where there is more visitor activity and less vacancy feel safer, because having more people around throughout the day deters crime. As the City implements strategies to address vacancy challenges downtown, crime rates should continue to improve.

What about Homelessness?

Visible homelessness can impact the perception of safety, especially when coupled with mental illness or addiction challenges. Stakeholders interviewed for this report differed in their opinions on the impacts of homelessness downtown. While some see it as a major deterrent to customers, others argue that it is a result of the high vacancy rate rather than the cause. As of the 2025 Point in Time count, there were 883 homeless individuals in Thurston County, 389 of whom (44 percent) were unsheltered. Among the Thurston County homeless population surveyed in 2025, 20 percent had a serious mental illness and 27 percent had a substance use disorder (these populations may overlap). While the count does not indicate how many of these residents live in or spend time downtown, this area is a hub for social services.



Homelessness is not just an issue in Olympia. Throughout Washington and Oregon, local and regional governments, nonprofit organizations, and private sector partners have been working to address the needs of the rising population of unsheltered homeless residents. There is no single cause for homelessness, and addressing it requires resources beyond what a single city can typically provide.

This report focuses primarily on actions the City of Olympia can take to directly address downtown vitality. This is not to say that the City does not have a role in addressing homelessness. However, this report does not find that homelessness is a major driver of vacancy. As the City invests in solutions to support downtown vibrancy, it is likely that new businesses and visitors will act as a deterrent to antisocial behaviors.

Policy and Regulatory Environment

What Do Existing City Planning Documents Say about Downtown?

City planning documents can point to how the City views downtown and what its stated goals are for supporting local businesses to improve downtown vibrancy. Key planning documents include the Comprehensive Plan and the Downtown Strategy.

In the Economy section of Olympia's 2045 **Comprehensive Plan**, Goal GE6 is:

Downtown is a popular destination that contributes to Olympia's economic vibrancy.

Key policies supporting this goal include:

- PE6.1: Support a safe and active downtown that thrives day and night with many small businesses, great public places, events, art, and activities.
- PE6.6: Use equitable and inclusive planning processes and tools to improve the economic and social health of downtown.
- PE6.9: Promote small business resiliency downtown by supporting pathways to commercial space ownership opportunities.

In the City's 2017 **Downtown Strategy**, the guiding principles include:

- **Walkable lifestyle.** Encourage development that supports living, working, and recreating in close proximity with easy pedestrian connections.
- **Vibrant, diverse economic center.** Reduce development uncertainties, encourage private investment, strengthen local businesses, make Downtown inviting, encourage more residents, improve Downtown's identity and perception, promote tourism, and connect to other community and economic development efforts.
- **Historic character.** Preserve and enhance Downtown's historic character.

In addition, the 2017 Downtown Strategy recommended the following actions for Retail, Business, Community, and Economic Development:

- Strengthen existing and local business so that Downtown's small businesses can stay and thrive as the local economy grows
- Improve identity and perception within Thurston County so that Downtown attracts more patrons and investment



How Do City Processes, Regulations, and Fees Impact Downtown Vacancy?

Conversations with stakeholders identified permitting processes, requirements for street improvements (beyond typical frontage requirements), and impact fees as major challenges contributing to downtown vacancy. Developers and real estate professionals argue that these factors add significant costs to downtown redevelopment and adaptive reuse projects, especially for historic buildings, which makes it challenging for building owners to attract tenants. This section will identify the processes, regulations, and requirements that contribute to these challenges as well as those the City has put in place to help support downtown development.

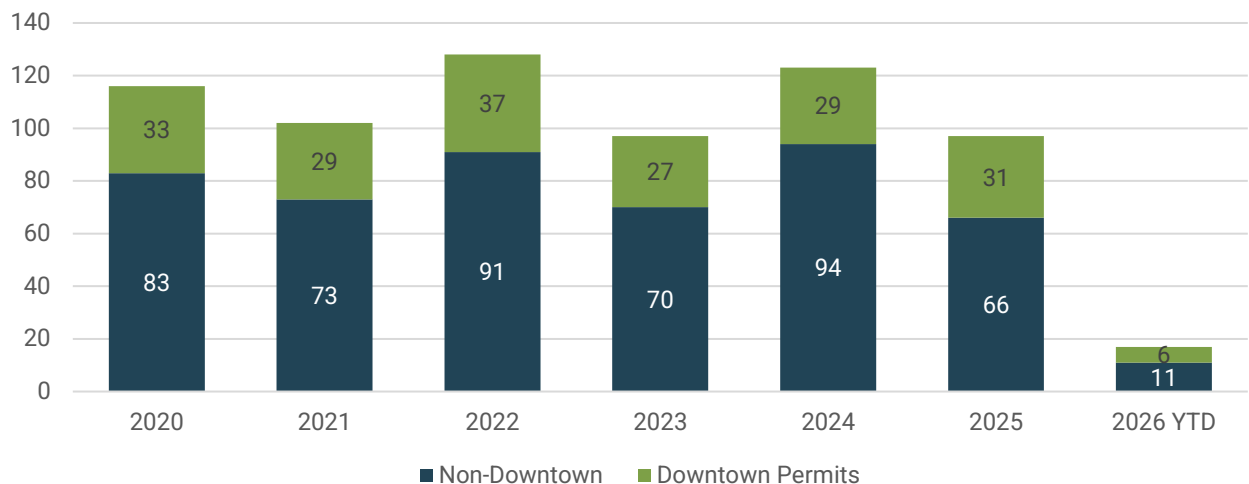
Permitting Process. According to the stakeholders interviewed for this analysis, the permitting process can be confusing and time-consuming. Multiple stakeholders who had worked on development and redevelopment projects downtown expressed frustration that City staff could better support businesses and developers by helping to find ways to get projects to “yes” rather than rejecting applications for projects that would help support business growth downtown. Confusion over City policies and regulations and a lack of information about permitting timelines also contributed to some of these frustrations.

There are two types of permits downtown property owners typically apply for:

- **Tenant Improvement (TI) permits** are for renovations or upgrades to an existing building, including adaptive reuse projects.
- **Development permits** are for ground-up development on vacant sites or sites where a building is expected to be torn down.

Tenant improvements are the most common downtown, as the area is largely built out. However, development on infill lots, parking lots, and lots where a building is completely demolished would require a development permit. The City of Olympia tracks data related to permitting outcomes and timelines and conducts surveys of those who apply through the online permitting portal. Figure 28 below shows the number of TI permits issued annually from 2020 through March 2026. Overall, 28 percent of these permits were for projects in downtown Olympia.

Figure 28. Tenant Improvement Permits Issued by Year



Source: City of Olympia.



The City permitting staff have a target permit processing time of 60 days for tenant improvements. Between 2020 and 2025, 935 applications were submitted and 658 (70 percent) were approved. Of the approved permits, 96 percent were issued within the target 60-day period. On average, permits were approved in around 20 days.

Figure 29. Permit Processing Statistics for Tenant Improvements in the City of Olympia

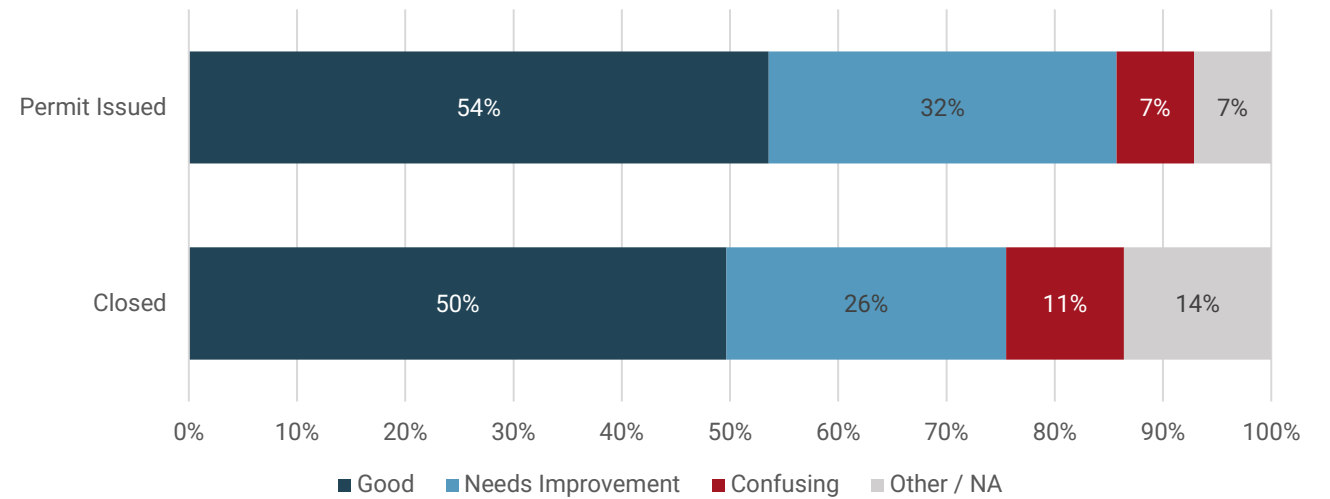
Year	Applications Submitted	Permits		Mean Time to Issue (Days)	Avg. # of Review Cycles
		Permits Issued	Issued within 60 Days		
2020	131	114	107	16	1
2021	138	102	99	27	1
2022	194	128	119	23	1
2023	155	96	92	21	1
2024	175	121	118	19	1
2025	142	97	96	16	1
Total	935	658	631	20	1

Source: City of Olympia.

While City staff acknowledge that applicants do not always have the information they need before pursuing a project, data and statistics from the permitting department suggest that most people who submit permits do not find the process to be particularly challenging. In addition, the City typically issues tenant improvement permits quickly. Given this data, it is likely that the challenges and frustrations the stakeholders experienced were encountered prior to submitting a permit rather than during the approval process.

The surveys conducted through the online permitting system show broad support for the system, processes, and City staff, though many people who had gone through the TI permitting process also noted some changes to the system that would improve their experience. Just seven percent of those whose permits were issued found the process confusing, compared to 11 percent of those whose permit applications were closed.

Figure 30. Permitting System Survey Responses for TI Permit Applicants



Source: City of Olympia.



This data indicates that the City’s permit processing system allows for quick and efficient approvals for TI permit applications. However, the publicly available resources relating to processes, fees, and even City staff contact information can make it challenging for those interested in investing in improvements to their spaces to understand what is required and estimate potential costs. Providing more education, transparency, and assistance at this early phase – prior to submitting a permitting application – could help improve the relationship between downtown stakeholders and the City.

Street Improvements. Olympia’s municipal code requires streetside improvements across the full frontage of a property from centerline to right of way line for new development as well as TIs where a use change would generate more than 20 additional vehicle trips on streets with low pavement ratings. This requirement is separate from the requirement for more typical frontage improvements, such as sidewalks or street trees. There is an exemption for projects that are valued at 25 percent or less of the assessed value of the property prior to the proposed development and projects valued between 25 and 50 percent of assessed value are required only to do sidewalks and other streetside improvements. Half-street pavement reconstruction to the centerline is required when the existing pavement rating is at or below 40, while half-street asphalt overlay is required when the existing pavement rating is at or below 60.

In downtown Olympia, particularly in the Historic District, many of the north-south streets have pavement ratings below 60, triggering these expensive street upgrade projects when there is a change of use that would generate more than 20 additional vehicle trips. This is most common when a warehouse or industrial property converts to a commercial or office use, but may also be triggered when a building with an office use is converted to downtown services. Downtown services include retail stores, restaurants, supermarkets, convenience markets, video rentals, banks, health clubs, day cares, and libraries that primarily serve local residents and businesses. This category does not include large-scale, regional, or auto-oriented uses. Businesses that can operate in storefront retail spaces, such as real estate or accounting offices, are considered office uses rather than retail. Conversion to a retail use would typically generate more than 20 new trips. The Public Works department ultimately decides whether a use falls under the category of downtown services. Based on this definition, it is not clear whether a use like a real estate office operating in a ground floor retail space would be classified as a downtown service, or whether it would be an office use for the purpose of calculating vehicle trips.

Figure 31 below shows the additional trips generated when a building with a given use is changed to downtown services. Typically, conversions of smaller buildings do not generate more than 20 trips. In addition, medical office space is expected to generate the same number of trips as downtown services. However, conversions of warehouses, light industrial buildings, and commercial office space typically generate more than 20 new trips for larger buildings. The average size of currently vacant spaces downtown is around 3,000 square feet. However, office, industrial, and warehouse buildings tend to be larger.

Figure 31. Additional Trips Generated by Conversion to Downtown Services

	3,000 SF Building	5,000 SF Building	10,000 SF Building	25,000 SF Building	50,000 SF Building
Warehouse	7	12	23	58	115
Light Industrial	7	11	22	55	110
Commercial Office	5	8	15	38	75
Medical Office	0	0	0	0	0

Source: City of Olympia; Leland Consulting Group.

Figure 32 below shows the pavement ratings downtown as well as parking lots, industrial buildings, and warehouses. Development of a parking lot would trigger the need for street improvements. For some downtown parking lots, street improvements would be needed on multiple frontages. While parking lots are not technically



Figure 32. Pavement Ratings with Industrial Buildings, Warehouses, and Parking Lots in Downtown Olympia



Although the need for street improvements is triggered by a change in use, and is therefore less likely when upgrading properties already categorized as downtown services, it is helpful to understand how this requirement would impact currently vacant properties if they were converted to a higher trip-generating use. Figure 33 below shows currently vacant properties as well as 50 percent of total assessed value per square foot. Local real estate professionals estimate that adaptive reuse projects can cost between \$100 and \$800 per square foot depending on the condition and age of the property as well as what use it is being converted to. They also estimate that upgrading older Class C office space to Class A would cost around \$600 per square foot. Most of the vacant properties downtown have low enough assessed values that renovations or upgrades that cost \$150 per square foot or more would trigger half street improvements when combined with a change of use that adds more than 20 vehicle trips.

[illegible]

Source: City of Olympia; Thurston County Assessor; Leland Consulting Group.

The maps that include street ratings are not available on the City’s public GIS site, though maps of street sections can be requested. In addition, the City references “downtown services” as a land use category for the purposes of calculating trip generation, but this is not a category in the ITE manual and the only definition within the municipal code is located in the Transportation Impact Fee table (15.16.040). This can make it challenging for property owners and developers to know what is required prior to beginning the permitting process. These half-street improvements are extremely costly, and the 25 percent threshold means that the renovations needed to improve or adapt historic spaces to support modern business needs would likely trigger substantial street improvements.

Most downtown streets are classified as arterials, which are expected to accommodate 14,000 to 40,000 average daily vehicle trips. An addition of 20 trips is an increase of 0.05 percent of what these roads should be able to accommodate. Rather than adding this costly requirement to individual projects, which may or may not be on streets that can absorb these new trips, the City should evaluate downtown streets to determine which are at or above that 40,000-trip capacity and prioritize those streets for investment in the Capital Facilities plan.

Olympia’s half-street improvement requirements are not aligned with the requirements of peer cities. Figure 34 below compares Olympia’s requirement for half-street repaving to those of other cities in the region. Olympia’s half-street paving requirement for new developments and use changes that would generate 20 or more additional trips is an outlier compared to peer cities. Lacey, for example, only requires sidewalk construction for new development. Bothell and Bremerton require frontage improvements based on site conditions, which can but do not always include paving, and Bothell has an exemption from frontage improvements for projects valued at less than 50 percent of the assessed value prior to the development. While Bellingham requires developers to bring streets up to minimum standards, this only applies when the existing street is substandard for the proposed use. As in Olympia, street and sidewalk improvement requirements in Salem are based on the number of trips expected to be generated by the project. However, Salem sets a much higher threshold – 200 or more trips on a local street or alley and 1,000 or more trips on a collector, arterial, or parkway. Spokane only requires developers to pave a 12-foot travel lane if a project is located on an unimproved right-of-way (ROW).

If Olympia wants to encourage new development and adaptive reuse of its warehouses, historic buildings, and vacant office spaces downtown, the City should prioritize the maintenance and repair of downtown streets that are in need of upgrades rather than putting the cost of street reconstruction on individual developments. High construction costs and requirements the City cannot control – such as those associated with the International Building Code and state energy requirements – are already significant barriers to downtown redevelopment, upgrades, and adaptive reuse projects. The City should consider excluding the downtown infill exemption area from this requirement.

Figure 34. Comparison of Street and Frontage Requirements for Development

City	Threshold	Requirement
Olympia	20 additional trips generated by a new development or change of use valued at 25 percent or more of assessed value prior to proposed development.	Frontage improvements required for projects valued at 25 to 50 percent of assessed value. Half-street pavement reconstruction required for projects valued at more than 50 percent of assessed value when the existing pavement rating is at or below 40; half-street asphalt



		overlay when the pavement rating is at or below 60
Lacey	New development valued at 25 percent or more of assessed value prior to the proposed development.	Construction of sidewalks along abutting streets within commercial zones
Burien	New development	Downtown streetscape standards apply for planting strip and sidewalks; through-block connections required on large blocks in the downtown urban center
Bothell	Developments with more than 400 square feet of GFA and remodels, renovations, and TIs valued at 50 percent or more of the assessed value prior to development	Frontage improvements, which can include clearing, grading, subgrade preparation, pavements, curbs, gutters, bioretention facilities, sidewalks, landscaping, signage, lighting, mailboxes, storm drainage, sanitary sewer, water, electrical, gas, telephone, and utilities
Bremerton	New development or redevelopment	Frontage improvements, which can include curb, gutter, sidewalk, storm drainage, street lighting, traffic signal equipment, utilities, landscaping strip, street trees and landscaping, irrigation, street widening, turn pockets, and channelization
Bellingham	Development, renovation, or redevelopment valued at 50 percent or more of the value prior to redevelopment and on a street that would be substandard for the proposed use	Owner must bond for or pay in advance the construction of a minimum standard street facing the property
Salem, Oregon	New developments that generate 200 or more daily vehicle trips onto a local street or alley or 1,000 daily vehicle trips onto a collector, minor arterial, major arterial, or parkway	Street and sidewalk improvements, which can include intersection improvements, sidewalks, bike lanes, traffic control signs and signals, parking regulations, access controls, driveway location and design, and street lighting
Spokane	Based on effects proposed development will have on traffic circulation, connectivity, parking, and the use of public streets	May include street construction, frontage improvements, sidewalks, street lights, traffic signals, signing, pavement markings, street trees, and/or pedestrian and bike facilities. For projects on unimproved ROW, construction of a



12-foot driving lane is required on top of frontage improvements.

Ground Floor Retail Requirements. Within downtown Olympia, the City has identified streets where active ground floor spaces are required. On Type A Pedestrian Oriented streets (as shown in Figure 35 below), residential uses are not allowed on the ground floor other than lobbies and common rooms. Capitol Way and 4th Avenue are the major Type A streets, along with sections of 5th Avenue, Legion Way, and Washington Street. Type B Pedestrian Oriented streets require some transparency and access limitations, but ground floor residential is allowed.

In challenging retail environments, ground floor retail can be difficult to lease and empty spaces can contribute to the perception of declining vitality. Because of this, some cities have chosen to increase the flexibility of these requirements or limit their geographic scope. By requiring ground floor retail only on Type A streets, Olympia is following the best practice of restricting this requirement to a targeted area where an active public realm is desirable.

Figure 35. Specially Designated Streets in Downtown Olympia

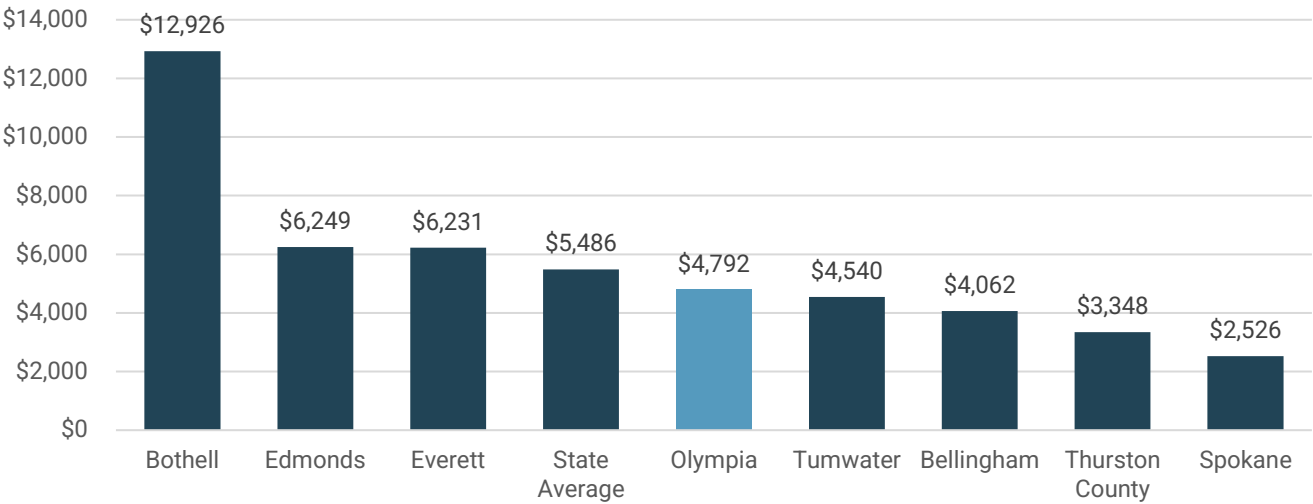


Source: City of Olympia.



Impact and Building Permit Fees. Several stakeholders interviewed for this analysis indicated that impact fees are high in Olympia. However, according to a 2025 impact fee study conducted by TranspoGroup, Olympia’s transportation impact fee (\$4,752 per PM peak hour vehicle) is lower than the state average (\$5,486 per PM peak hour vehicle). While Olympia’s transportation impact fee is higher than in Tumwater or unincorporated Thurston County, the rate for downtown services and retail is lower than the overall impact fee. Citywide, the miscellaneous retail transportation impact fee is \$10.49 per square foot of gross floor area (GFA), while the fee for downtown services and retail is \$8.50 per square foot of GFA. Retail and commercial developments are not subject to park or school impact fees in Olympia.

Figure 36. Transportation Impact Fee per PM Peak Hour Trip

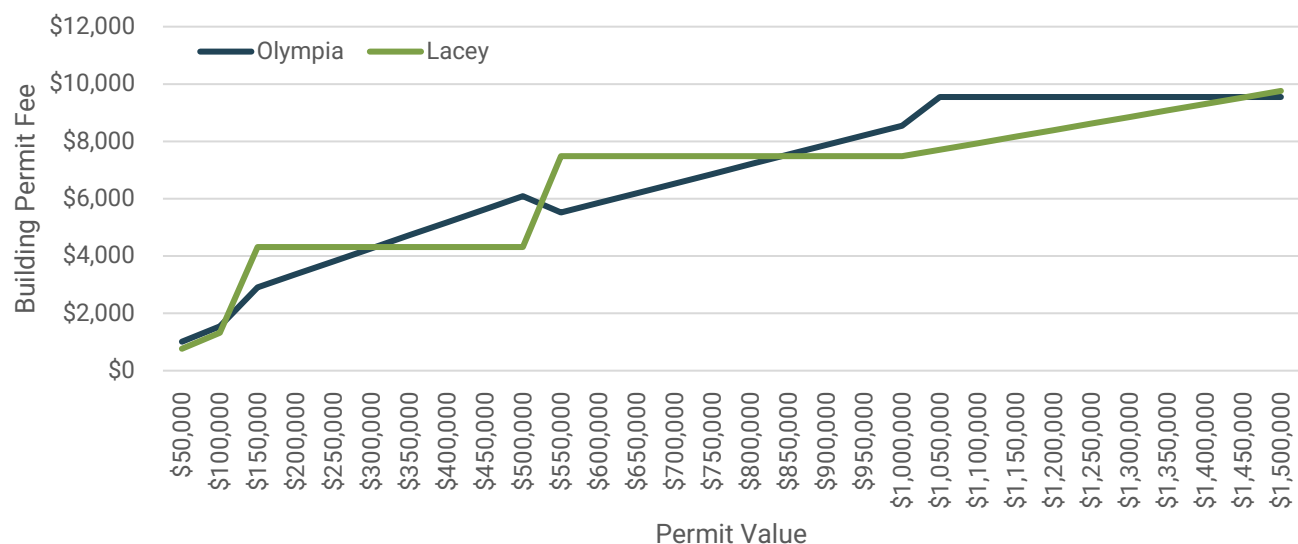


Source: MRSC 2025 Transportation Impact Fee Comparison.

In addition to transportation impact fees, Olympia has building permit fees. Again, these fees are not out of alignment with local peer cities. Figure 37 below shows the building fees in Olympia and Lacey for projects ranging in value from \$50,000 to \$1,500,000. Because they are structured differently, fees may be higher in Olympia or Lacey based on the value of the building permit. Olympia’s building permit fee is higher for projects ranging from \$850,000 to \$1,450,000, but the difference ranges from a few hundred dollars to around \$1,800.



Figure 37. Building Permit Fees in Olympia and Lacey by Permit Value



Source: City of Olympia; City of Lacey.

Although impact and permit fees add to the cost of a project, it does not appear that Olympia’s fees are out of line with those in regional peer cities. These fees do not appear to be a significant barrier to development, renovation, and reuse projects in downtown Olympia.

Downtown Infill Exemption Area. Washington’s State Environmental Protection Act requires reviews of development projects that can be costly and time consuming. In order to address this barrier to development and redevelopment, cities will often conduct a SEPA analysis for a specific area where they want to see investment, which then applies to applicable new development in that area. Olympia designated the Downtown Infill Exemption Area to help streamline development downtown. Within this area, residential developments, non-retail commercial developments of 65,000 square feet or less, and mixed-use developments are exempt from SEPA review. This includes adaptive reuse projects.

Non-City Requirements. The two other significant contributors to cost that impact the feasibility of downtown tenant improvements are the IBC requirements for fire safety and Washington State Energy Code requirements. Because many of the buildings downtown are old, significant renovations and changes in use require upgrades of building systems. Commercial fire systems have an estimated cost of \$2 to \$7 per square foot when retrofitting an existing building, compared to \$1 to \$2 per square foot for new buildings. This means that if a sprinkler system is required due to a change in use for a 5,000 square foot property in downtown Olympia, the cost of that system could be around \$35,000.

In 2021, the State of Washington updated the State Energy Code. These changes went into effect in 2023, and included enhanced requirements for heat pump systems, circulation, insulation and fenestration, and electric vehicle charging. As a result, the historic buildings in downtown Olympia are not in compliance with state code and renovations trigger upgrade requirements. As with fire system requirements, State Energy Code requirements add significant cost to adaptive reuse and significant TI projects. While the City cannot override state requirements, it is important to understand the full picture of regulations impacting the feasibility of improvements to older buildings in downtown Olympia.



Parking

The topic of parking came up frequently in stakeholder interviews as well as in Explore Olympia's survey results. Most of the parking downtown is metered street parking, though there are some businesses with their own parking lots as well as city- and privately-owned surface lots. Challenges with parking were frequently tied to concerns about public safety – do downtown employees and visitors feel safe walking a few blocks from where they park to their destination? Sidewalk conditions can also impact accessibility and the willingness of people to walk to their destinations. One-way streets like 4th and 5th Avenues can also make looking for parking more difficult. While in the past the City has explored building a new, centrally located parking garage downtown, those plans were paused at the start of the COVID-19 pandemic and have not formally resumed. While parking and the perception that parking is a challenge can negatively impact visitor activity, it is not a significant driver of downtown vacancy.

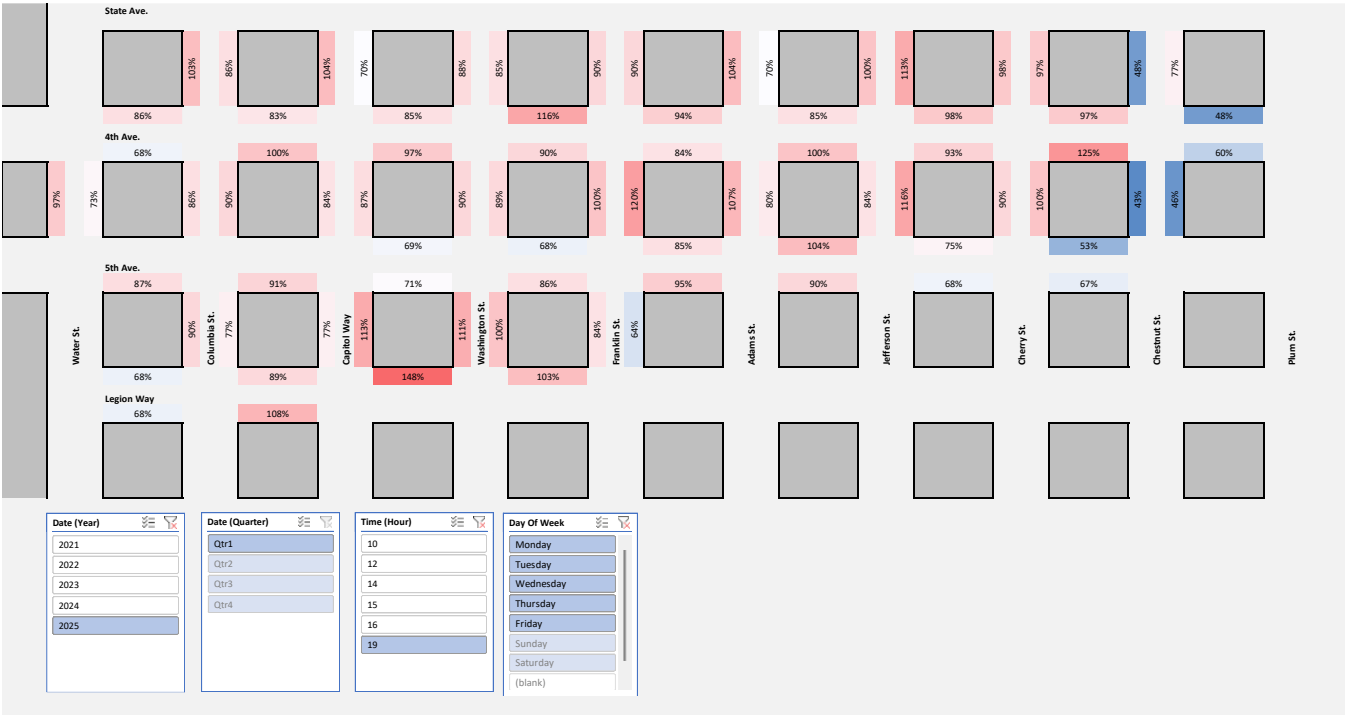
Is the Availability of Parking a Significant Challenge Downtown?

Within the core business district of downtown, parking occupancy is high in the evenings and on weekends when enforcement is not in effect. During the week, parking occupancy is generally lower in the morning, with peaks at noon and 7 PM. Although many people may be willing to walk a few blocks from a parking space to their destination, challenges finding parking coupled with issues like safety concerns and sidewalk conditions can make people less willing to walk. Parking demand management strategies like increasing enforcement hours or peak time rates could help free up some on-street spaces, but as downtown draws more visitors, the City may choose to explore building a parking garage.

Olympia's Parking Services Program does audits of street parking quarterly in the central business district of downtown Olympia. According to data from the first quarter of 2025, the availability of street parking in this area varies significantly by block as well as time of day and day of the week. Monday through Friday evenings are the busiest time for parking downtown. As shown in Figure 38 below, at 7 PM on weekdays, most blocks exceed the 85 percent occupancy target set by the City, and several exceed 100 percent occupancy, indicating that there are people parking illegally on those blocks. Figure 39 shows that in 2025, weekday parking occupancy is highest on Tuesdays and Fridays at 7 PM. The City conducts parking enforcement until 5 PM during the week. After this time, it is common for residents and employees to park on the street rather than in lots outside of the main business district. Parking occupancy at 7 PM is typically above the City's target occupancy Tuesday through Friday.

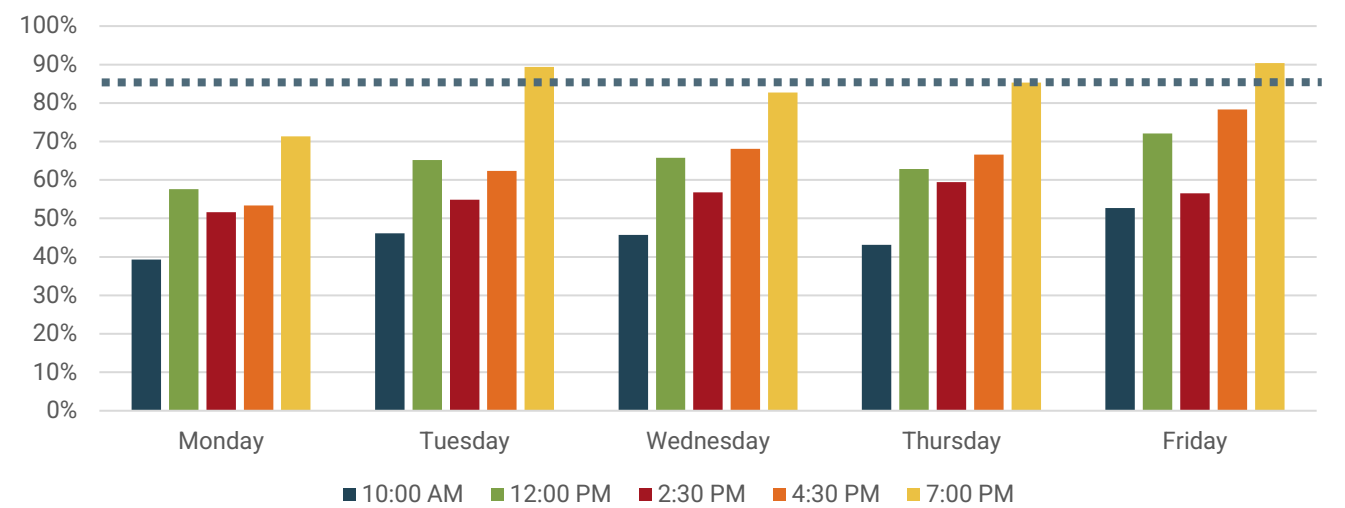


Figure 38. Parking Occupancy by Block at 7 PM on Weekdays in Downtown Olympia, Q1 2025



Source: City of Olympia Parking Services Program.

Figure 39. Average Parking Space Occupancy by Day and Time, Q1 2025



Source: City of Olympia Parking Services Program.

On weekdays, the least busy time of day for parking is 10 AM. However, some blocks still have higher than 85 percent occupancy, including the north side of the block of Legion Way between Capitol Way and Washington Street. This block averages 104 percent occupancy this time of day likely in part due to the former Starbucks on the corner of Capitol and Legion, which closed in October 2025 and was recently replaced by Johnny Coffee.



Figure 40. Parking Occupancy by Block at 10 AM on Weekdays in Downtown Olympia, Q1 2025



Source: City of Olympia Parking Services Program.

As shown in Figure 41 below, parking occupancy is also very high on Saturdays at 3 PM. Between Columbia and Jefferson Streets, nearly all blocks meet or exceed the City’s 85 percent occupancy target. There is no parking enforcement on weekends.



Figure 41. Parking Occupancy by Block at 3 PM on Saturdays in Downtown Olympia, Q1 2025



Source: City of Olympia Parking Services Program.



Best Practices

Olympia is not alone in facing challenges related to vacancy and vibrancy in its downtown. Nationally and regionally, cities are testing strategies aimed at improving the economic health of downtown neighborhoods. As a result, Olympia can learn from policy outcomes and research in other communities as it takes a targeted approach to addressing challenges downtown. This section includes best practices for downtown economic development, including:

- Whether a vacancy tax could help fill empty storefronts
- How the City can better support downtown businesses
- Programs to offer financial support for improving the look and feel of downtown
- Placemaking strategies to attract new and repeat visitors

Should the City Consider a Vacancy Tax?

The idea of implementing a vacancy tax was brought up in multiple stakeholder interviews, with stakeholders falling on both sides of the argument. Those that favor a vacancy tax pointed to the negative social and business impacts of vacant spaces, as well as challenges with some building owners who do not appear to be interested in proactively leasing their spaces. Those who oppose a vacancy tax argue that it can be time consuming and expensive to find a tenant and a tax would unfairly penalize downtown property owners without increasing opportunities for businesses.

Broadly, there are two types of vacancy taxes – a general tax that applies to spaces that have been vacant for some set period of time, and a tax on abandoned or blighted properties that applies a higher property tax rate to properties that have been identified by the city or a judicial order.

According to the [Harvard study by Moszkowski and Stackman](#), a major challenge with vacancy taxes is that commercial spaces and businesses are heterogeneous, meaning that there are a variety of factors that determine whether a specific space meets the needs of a given business. The size, configuration, condition, price, and location of a space all matter. Different types of businesses look for different qualities in a space. In a location like downtown Olympia that primarily features local small businesses, this can be even more challenging because tenants do not typically have the funds to renovate historic spaces, and they also lack the track record needed for landlords to feel comfortable with a long-term lease.

In addition, landlords do not always have the flexibility to lower rents when they are struggling to find an appropriate tenant. In a theoretical market, if businesses cannot pay rent at a certain level, a landlord would lower the rent to meet market demand. However, some lenders include covenants in mortgage agreements that prohibit landlords from renting spaces at below market rents, or requiring them to seek permission from the lender to lower rents beyond a certain amount. Because of this, a vacancy tax could in effect penalize landlords who are trying to rent commercial space but have limited tools to meet the needs of the businesses looking for space.

Finally, vacancy taxes can be citywide or limited to a specific area. Citywide vacancy taxes tend to be overly broad, as they do not distinguish between the market realities of different neighborhoods and commercial areas. However, a vacancy tax that only applied to downtown Olympia could discourage investment in the area.

While the City could consider a tax on abandoned or blighted properties, this is not a major issue in downtown. To the extent that some buildings need improvements and modernization, it would be more effective for the City to



consider changes to regulations that add to the cost of projects rather than taxing them. If there is concern about landlords who are not actively maintaining or working to tenant their properties, the City should focus instead on supporting the property owners who are trying to improve and activate their spaces. As downtown vitality improves, these property owners will likely feel pressure from surrounding businesses to lease their spaces or sell their buildings.

How Can the City Better Support Downtown Businesses?

Stakeholder interviews indicated that there is a potential need to improve relationships between the City and businesses, property owners, and investors. There is a perception that especially during permitting processes, the City has a tendency to deny permits or reject proposals without working with applicants to find ways to help them succeed. While this is hard to prove definitively with analysis or data, this feedback was consistent across interviews with a variety of stakeholders. Overwhelmingly, stakeholders want the City to help them “get to yes” when they come with a proposal that would support downtown investment and vitality. While the City has already taken significant steps to improve its processes, there still seems to be communications challenges between City staff and downtown business owners, investors, and developers.

Downtown is the heart of Olympia – the historic buildings and eclectic local businesses are an important part of the city’s unique identity. As it states in the City’s Comprehensive Plan, City staff, policies, and regulations should “Support a safe and active downtown that thrives day and night with many small businesses.” Currently, downtown Olympia is facing headwinds from trends like rising development costs and a shift to remote work and e-commerce, as well as lingering impacts from the COVID-19 pandemic. To counter these challenges and attract new businesses and investment, it is the City’s role to ensure that downtown is the easiest part of the city to invest in businesses and development.

In order to achieve this, City staff should work proactively to support investment in downtown. One option that has been utilized in other cities is a designated staff member who works as a Downtown Ombudsman – someone who can respond quickly to businesses, investors, and developers, help them track the progress of their permits or other applications, and facilitate collaborative conversations. The City already has a permit coordinator whose role is to be a point of contact and answer questions for applicants. However, the City website does not provide contact information for the coordinator, or any indication that this position exists within the Planning and Community Development department. It would not be the job of the downtown ombudsman to replace this position. Rather, the ombudsman would be a “friendly face” and advocate for downtown businesses, property owners, and investors within City Hall. If downtown stakeholders have questions, the ombudsman could help direct them to the correct person or source to provide them with answers. This is distinct from a permit coordinator, whose role is to be the point of contact for permitting. The ombudsman would be able to help with other city processes, such as business licensing, event permits, and other inquiries. They could also support business recruitment efforts. Seattle, for example, has a small business development team that connects businesses to financing resources and helps businesses navigate government entities. Other cities like Renton have a small business liaison with a similar scope. A downtown ombudsman could fulfill a similar role specifically targeted to downtown businesses.

The City has tried this in the past, though the position was eliminated through budget cuts. In addition, stakeholders indicated that the previous ombudsman did not always appear to be supported by City leadership. In order to ensure the success of a Downtown Ombudsman, there may need to be a broader culture change within City Hall. This would likely require the City Council to direct the City Manager to prioritize support for downtown



businesses and investment throughout departments. This type of top-down approach can help coordinate actions across departments that prioritize investment in downtown infrastructure, safety, and resilience.

What Is a Façade, Storefront, or Tenant Improvement Program?

A façade, storefront, or tenant improvement program is a grant or loan program typically administered by a city, business improvement district, or downtown association that provides grants or low-interest loans for improvements to building exteriors and/or interiors to help support small businesses that may struggle to find adequate space at a price point they can afford. These programs encourage improvements to older buildings that are outdated or suffer from a lack of maintenance, and can help attract business owners looking to relocate or expand their businesses. While Olympia explored implementing this type of program using CDBG funding as part of its Downtown Strategy, it does not currently operate a grant or loan program for façade or building improvements.

Several cities in Oregon and Washington have successfully implemented this type of program to attract new businesses to target areas. The program in Beaverton, Oregon, described below, has been extremely successful at attracting restaurateurs from Portland interested in opening a second location. By helping with the costs of opening or relocating a business, these programs help to reduce risk for business owners and investors. They can also help legacy businesses that lack the resources to invest in upgrades that would help modernize their businesses and make them more attractive to visitors. Because the high cost of tenant improvements is a major challenge in downtown Olympia, this sort of program could have a significant impact on downtown vitality and occupancy.

Where Have These Types of Programs Been Successful?

Spokane's Historic Preservation Office administers a Historic Preservation Façade Improvement Grant program to help owners of properties listed on the Spokane Register of Historic Places. The program is funded by demolition permit fees and provides \$5,000 in matching funds per project per year for repair and reconstruction of street-facing facades. The program is limited to building exteriors because Washington's rules regulating gifts of public funds require that funds be used for public benefit. Since 2019, the program has funded improvements to 15 historic properties citywide, including a mix of homes and commercial buildings.

The City of Tacoma's Community and Economic Development Department administers a Business Façade Improvement Loan Program (BFILP) in order to beautify individual storefronts and improve the appearance of older business districts. The loan program reimburses property owners for up to 50 percent of approved façade project costs. The 10-year loans have a low three percent interest rate and range from \$5,000 to \$50,000. Tacoma's program is structured so that it ensures façade projects are executed before funding takes place. The City recoups what it provides to owners with some interest, though less than a private financial institution would require. Loans are secured by a lien on the property and the loan to value ratio (LTV) cannot exceed 90%.

Seattle's Office of Economic Development utilizes fees raised through its Payroll Expense Tax (PET), passed in 2021, for its Tenant Improvement Program (TIP). The program provides no-interest loans to businesses with fewer than 50 employees to support tenant improvement costs. In 2026, the City is offering eligible businesses up to \$15,000 for the purchase of new exterior signage and up to \$50,000 to help with equipment purchases. TIP loans are not intended to pay the full cost of the project – awardees are responsible for any installation costs. For the equipment program, the equipment must be essential to business needs and there must be some public benefit. Public benefits include work a business is already doing for the community, such as providing food to those in need, senior discounts, business mentorship, or volunteering for a community group. Examples of equipment that



can be subsidized by this program include commercial ovens, refrigerators, freezers, display cases, esthetician equipment, industrial salon equipment, HVAC, espresso machines, ceiling fans, shelves bolted to the wall, etc. To be eligible, businesses must have been in business for at least two years.

Beaverton, Oregon offers Storefront and Tenant Improvement Programs, which provide architectural design services and cash matching grants to improve business facades along street frontages in downtown Beaverton, Old Town Beaverton, and along Allen Boulevard. Funds can also be used to improve restaurant interiors, and the program is being expanded to enable interior improvements for other types of businesses. One of the key reasons for the success of Beaverton's program is that it focuses both on the interior and exterior of buildings, and therefore enables transformative improvements that are both functional and aesthetic.

What Other Interventions Could Support Downtown Vibrancy?

While vacancy is the main focus of this analysis, the City also asked the consultant team about strategies for improving downtown vibrancy. Throughout downtown, there are pockets that do not necessarily have a lot of vacancy, but where increased activity would improve the sense of safety and encourage more visitor and business activity. The strategies below are best practices for improving visitor experience and creating spaces where people want to linger.

Wayfinding & Signage

Wayfinding is a challenge downtown. On 4th and 5th Avenues, street signs for perpendicular streets face the direction that cars are coming from. That means that if you are walking in the opposite direction of the one-way car traffic, it is difficult to determine the cross streets without looking at your phone if you do not already know the city very well. In addition, while there is signage pointing to key locations like the State Capitol, additional signage could help inform residents and visitors about events, promotions (like free parking during the holidays), and public art. The City could partner with organizations like the Olympia Downtown Alliance and Heal Olympia to find opportunities to promote community-centered programming downtown. The City is currently working on a Wayfinding Master Plan in order to improve the navigation experience for residents and visitors. The City should prioritize the implementation of recommendations from this plan in the downtown area.

Parklets or "Streateries"

Parklets or "Streateries" are privately operated covered seating areas located in the right of way (typically on sidewalks or occupying one or more street parking spaces) that serve as extra seating for local businesses. While these have existed seasonally and year-round in cities for several years, they became particularly popular during the COVID-19 pandemic when outside seating was needed to help limit the spread of the disease. Olympia had a parklets program from 2013 to 2018 that was primarily intended to establish publicly-operated seating spaces. In 2012, the Parking Business Improvement Area (PBIA) issued an RFP for functional placemaking designs (including parklets) for seven designated locations in downtown Olympia. As of 2013, there were two existing parklets and eight proposed parklets. At that time, there was not a requirement for long-term lease fees, which are now required by state law. Currently, the only parklet in downtown Olympia is a public parklet on Cherry Street, adjacent to Olympia Coffee Roasters.



Figure 42. The Public Parklet on Cherry Street



Source: Leland Consulting Group

In 2020, the City adopted a program to allow for public and private parklets and street seating both on the sidewalk and in street parking spaces,. Privately operated parklets in parking spaces would promote downtown vibrancy and support local businesses in Olympia because they provide additional seating for restaurants without encroaching on the limited sidewalk space..

Figure 43. A Parklet at Mighty Bowl in Downtown Vancouver, WA



Source: City of Vancouver.

Figure 45. A Parklet in NE Portland, OR



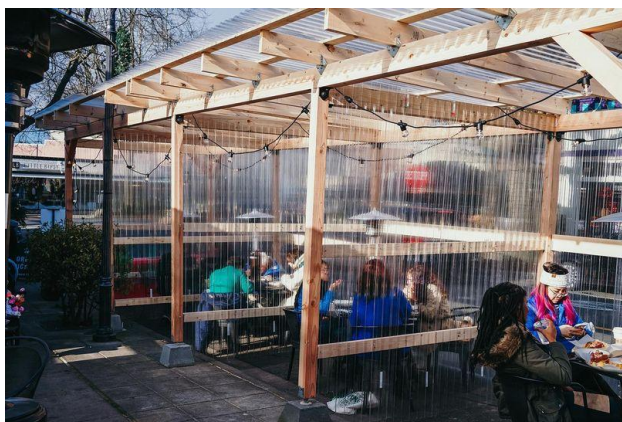
Source: City of Portland.

Figure 44. A Parklet (or “Streatory”) in Downtown Bellingham, WA



Source: Bellingham Herald.

Figure 46. A “Streatory” in Edmonds, WA



Source: My Edmonds News.

Typically, information about these programs is available in the city’s municipal code. In **Portland**, [PMC Chapter 17.25](#) describes the permits and processes for outdoor dining, which is defined as “serving food or beverage from a business located in an adjacent building to patrons standing or seated at tables located within the sidewalk or parking lane areas adjacent to the business.” The City also maintains a [website](#) with easy to understand information on how to apply for an outdoor dining permit as well as a permitting fee schedule. For a 12-month permit for street seats with a platform, the City charges an application fee of \$450, a permit fee of \$350, and a permit area fee of \$750 per parking space (\$1,550 annually for a parklet occupying a single parking space).

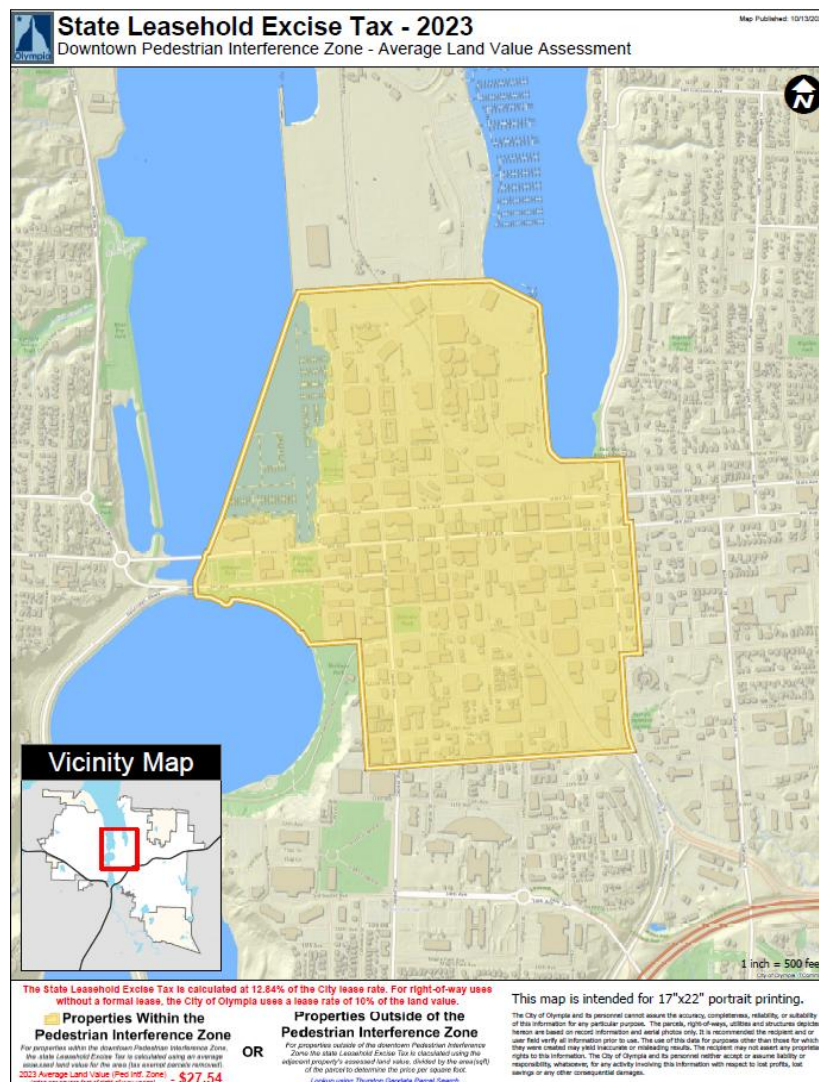
Similarly, the City of **Bellingham** has an [informational website](#) on downtown parklets that includes a link to their [Temporary Right-of-Way Use Permit Guide](#), which outlines the requirements, fees, and approval process for parklets. Bellingham’s fees are based on the number of days a permit is valid and whether the installation is under or over 1,000 square feet. For those less than 1,000 square feet, a permit for more than 90 days is \$50. In addition, there is a \$75 administrative fee, a \$4.57 per square foot annual use fee, and a leasehold excise tax of 12.84 percent. The total fees for a parklet in a typical 207-square-foot parking space would be around \$1,190.

Olympia’s process for permitting parklets is more costly and opaque. Because parklets are typically in the right-of-way, they are not regulated by the zoning code. Like Portland and Bellingham, the City of Olympia maintains a



website dedicated to helping businesses and property owners create parklets. Separate permits are needed for temporary installations (lasting up to 29 days) and permanent installations (30 or more days). The temporary installation permits are intended for movable furniture on the sidewalk that can be brought inside periodically, while permanent installation permits are intended for parklets. The lease must be approved by the City Engineer, Building Official, and Director of Community Planning and Development. Permanent installations require a four-year right-of-way lease agreement, with lease rates determined by the total square footage occupied and are subject to a leasehold excise tax of 12.84 percent of rent (estimated lease rates or a formula for calculating them are not available on the City's website). A four-year lease may be too long of a commitment for smaller local businesses as the longer rental period increases the associated risk. In addition, parklets and streateries in parking spaces are also subject to right-of-way performance bonding, with a minimum of \$10,000 or 125 percent of construction costs. Nearly all of downtown Olympia (excluding the Port) is within the City's Pedestrian Interference Zone, as shown in Figure 47 below.

Figure 47. Pedestrian Interference Zone Map



Source: City of Olympia



The City also recommends coordinating with the Olympia Police Department to ensure that the parklet utilizes crime prevention through environmental design practices. The Planning Department cited the potential for loitering and crime as deterrents preventing the creation of new parklets in downtown Olympia. However, parklet programs continue to be popular in other cities with similar homelessness and safety challenges.

Downtown Strategy Update and Implementation

Olympia last completed a downtown strategy in 2017. According to the [most recent update](#) (from 2021), the City has completed actions along with nine of the strategies, while 23 are ongoing, 10 were added to the 2022 work plan, 18 are on the “to do” list, and three are no longer being pursued. While some of these recommendations, including exploring a façade improvement program and improving wayfinding and signage, are in alignment with what is being recommended in this report, conditions downtown have changed significantly enough that it would likely benefit the City to update its downtown strategy within the next few years to help prioritize the actions needed to address the major challenges currently facing downtown Olympia.

Since the most recent downtown Strategy was completed, the COVID-19 pandemic accelerated trends like the shift to remote work and e-commerce. While downtown added jobs in administration, information, construction, and professional services, there has been a decline in retail, accommodation, and food services jobs. While this report recommends strategies to improve downtown vitality, there are some areas that were outside the scope of this project that need a deeper dive. These include:

- Updating and/or tweaking the ground-floor retail requirement
- Parking
- Public lands strategy
- Retail strategies
- What to do with obsolete office buildings
- How to address the ongoing need for more housing
- Connections to disconnected anchors like the Hands On Children’s Museum
- Integration of future Port development
- Infrastructure assessment



What Are the Major Drivers of Vacancy in Downtown Olympia?

While there are a variety of factors contributing to vacancy in downtown Olympia, this analysis finds that the following are the major causes of vacancy in downtown Olympia:

1. **Renovating older buildings is expensive, and the tenant improvements needed to bring them up to modern standards trigger costly requirements related to energy standards, fire safety, and half-street street improvements that are not supported by revenue from commercial rents.** The old, historic buildings in downtown Olympia give the area its unique character and are an asset to community. However, older buildings often need costly improvements to electrical, HVAC, and/or fire safety systems to make them competitive for modern tenants and to bring them up to current codes. In addition, when a use change would generate more than 20 additional vehicle trips on streets with low pavement ratings, the City requires significant street upgrades.
2. **The cost of tenant improvements in new retail spaces is very high and longer leases are required to amortize the cost of these improvements.** The City requires ground floor retail for new buildings on specific corridors downtown in order to activate the streetscape. The retail spaces in these new mixed-use buildings are typically built as a “shell” and require significant improvements when a business first occupies the space. Because small businesses often cannot afford these costs upfront, the developer typically pays for them and then amortizes the costs over the term of the lease. However, when construction costs are high, amortization requires long-term leases (seven to ten years), which can be challenging for smaller, independently owned businesses and risky for landlords and lenders. Landlords often do not want to risk offering long-term leases to businesses that do not have a track record of success. In addition, lenders sometimes include mortgage covenants that prevent landlords from reducing rent below market rate to attract a tenant.
3. The **state shift to remote work** has resulted in a large amount of vacant office space that is both in need of significant upgrades to be competitive and primarily suitable to very large office tenants. There is no clear potential user identified for this space, which has all come on the market within the past few years, impacting the viability of local retail that previously served state workers. The high vacancy rate for downtown office spaces also decreases the amount of foot traffic to downtown businesses.



Recommendations

As discussed above, the cost of improving retail and office spaces and the expensive requirements that are tied to those costs are a major driver of downtown vacancy. While the City cannot go out and find tenants to fill all the vacant spaces, it can make downtown the easiest place to invest or start a business by addressing cost and complexity of downtown development, increasing transparency to avoid surprises, improving relationships with the downtown business community, and prioritizing economic development downtown.

The table below includes a list of priority actions that the City should take within the next five years to address the core challenges contributing to vacancy in downtown Olympia. These actions are all within City purview and can be supported by partner organizations like the Olympia Downtown Alliance.

Action	Description	Timing	Responsible Parties
Evaluate the requirements for half-street improvements triggered by trip generation and the cost of building improvements in downtown Olympia to better understand the impact to project feasibility. Consider creating a plan for holistically evaluating and improving downtown streets.	This requirement is out of alignment with peer cities and adds significantly to the cost and complexity of downtown projects. Downtown should be a priority area for City capital project investment because of its importance as an economic and cultural hub. The City should evaluate this requirement and create a plan for improving downtown roads holistically rather than on a project-by-project basis.	Near term (1-3 years)	Community Planning and Economic Development
Improve access and connections between City staff and downtown businesses by identifying a downtown ombudsman	Improved relationships between downtown stakeholders and City staff will help facilitate investment and provide more certainty and transparency for businesses. To ensure the success of an ombudsman, there may be a need for a more comprehensive overhaul of City policies and procedures.	Near term (1-3 years)	Community Planning and Economic Development; City Manager
Increase transparency for City information, policies, fees, regulations, and other	Currently, Olympia's website lacks much of the information that would help downtown businesses and investors connect with	Near term (1-3 years)	Community Planning and Economic Development; City Manager's Office



Action	Description	Timing	Responsible Parties
information that are relevant to improvements or development in downtown.	relevant city staff and departments. There is no online list of departments or staff directory. In addition, data and information investors would need to make a decision about building improvements or new development is not publicly available or is challenging to find on the City's website. This includes clear documentation on processes and fees as well as datasets like the one for pavement conditions. Making this information clear and easily accessible would help investors understand the potential costs of their project up front, reducing conflicts and frustration with the City.		
Prioritize downtown for sidewalk repair	The Olympia Transportation Department is currently working to put together a team responsible for sidewalk repair in the Spring/Summer of 2026. Because downtown is a central part of the City's economy and walkability is a major feature of this area, it should be a priority area for sidewalk repair.	Immediate (2026)	Public Works
Create a Façade Improvement Program	A façade improvement program was recommended in the 2017 Downtown Strategy but has not yet been implemented. It is an important tool for supporting businesses, especially smaller local businesses in historic buildings that lack capital for needed improvements. This type of program can be supported financially or administratively by	Near term (1-3 years)	City Council; Community Planning and Economic Development; Olympia Downtown Alliance

Action	Description	Timing	Responsible Parties
	nonprofit and private sector partners.		
Explore opportunities for a low-interest loan program for new equipment.	Equipment can be a significant expense for businesses, along with tenant improvements. Programs that help cover the costs of new equipment needed for a business to operate can help reduce vacancy and improve the chances of success. While the state's gift of public funds law can be a challenge, Seattle has implemented this type of program by defining public benefit as work a business is already doing to support the broader community	Near term (1-3 years)	Community Planning and Economic Development; City Attorney
Consider allowing live-work units on the ground floor of type "A" pedestrian-oriented streets.	Active ground floor requirements on pedestrian-oriented streets can help ensure the continued vibrancy of commercial areas in downtown. Olympia already limits the area where active ground floor spaces are required to key blocks primarily in the historic district. Allowing live-work units would enable the city to maintain active ground floor space while increasing flexibility in how that space is provided.	Near term (1-3 years)	Community Planning and Economic Development
Continue exploring the need for and feasibility of a parking garage	The City has been considering whether to build a downtown parking garage for many years, most recently just prior to the COVID-19 pandemic. The City should conduct a parking study to determine the need for and feasibility of a parking garage, as well as potential locations.	Medium term (3-5 years)	Public Works
Revise parklet program to activate downtown	Parklets are a popular placemaking tool that increases	Near term (1-3 years)	Community Planning and Economic Development



Action	Description	Timing	Responsible Parties
streets without sacrificing sidewalk space	street activity and allows businesses to add space without having to move. However, confusing regulations and high costs make parklets challenging to build in Olympia.		
Continue to support and encourage community events that highlight local businesses and include temporary activation of vacant spaces.	The Olympia Downtown Alliance already hosts events throughout the calendar year intended to draw more people downtown and highlight local businesses. Incorporating vacant spaces into these events could help potential tenants visualize how these spaces fit into the larger fabric of downtown. The City and ODA can partner with local landlords to create temporary pop-ups, art installations, or activities that encourage visitors to interact with these spaces.	Near term (1-3 years)	Community Planning and Economic Development; Olympia Downtown Alliance; local property owners
Conduct community and business outreach to understand what types of retail generate the highest demand.	When businesses are choosing to locate in a specific area, understanding the demand for their business type can help lessen risk. It can also improve landlord confidence when entering into a longer-term lease and help developers build new spaces that are suitable for uses with the highest demand. This would be led by the downtown ombudsman.	Near term (1-3 years)	Community Planning and Economic Development; Olympia Downtown Alliance; Thurston County Chamber of Commerce; Experience Olympia and Beyond
Improve communication with the public on improvements to City policies and processes	The Community Planning and Economic Development department has made significant efforts to improve its systems over the past several years, implementing an online permitting system, decreasing permitting times, and soliciting feedback to understand where they need	Near term (1-3 years)	Community Planning and Economic Development



Action	Description	Timing	Responsible Parties
	improvement. While the City has data on the success of these improvements, members of the public who have not experienced these improvements first-hand may not be aware of them. The City should create a dashboard or reporting system that highlights key achievements.		
Budget and plan for a future downtown plan update	The City last commissioned a downtown strategy in 2017 and has been working to implement recommendations from that strategy. However, there have been significant economic changes since that time and new strategies are likely needed to ensure downtown continues to be a thriving economic center.	Medium term (3-5 years)	Community Planning and Economic Development
Create a strategy for City-owned properties	The City currently owns several properties downtown, some of which were acquired with the intent of building a parking garage. The City should reevaluate its downtown property portfolio to determine a strategy for future investment and/or disposition.	Medium term (3-5 years)	Community Planning and Economic Development

Funding Tools

The table below includes a brief list of potential funding tools available to the City to assist with implementing the recommendations above. These tools are specifically targeted for City use rather than private businesses or downtown organizations.

Funding Tool	Description	Uses	Challenges / Limitations
Local Improvement District (LID)	Cities form local improvement districts with the approval of property owners in order to levy special assessments to finance and pay for capital improvements that will benefit the property owners. They are not self-governing entities.	To support infrastructure to help catalyze economic growth; to match grants from federal and state agencies to finance essential infrastructure at lower interest rates	LIDs require Council approval and property owners have a 30-day window after that approval to protest. Property owners that comprise 60% or more of the total preliminary assessments may stop the LID by filing a written protest.
Low Interest Loan Program	Low interest loan programs allow cities to fund a program (or programs) over the long-term using initial seed money. These loans typically have a lower interest rate than what borrowers could find through traditional financing, and the repayment of these loans enables the city to lend to other borrowers without dedicating additional funds.	To support façade improvement programs for downtown businesses.	Washington's gift of public funds law requires that public money provided to private entities have a public benefit. Because of this, a loan program would need to support improvements with a clear public benefit.
Demolition Fees	Olympia currently charges demolition fees ranging from \$125.09 for a building less than 3,000 square feet to \$443.51 for a building larger than 10,000 square feet. Other cities have utilized these fees for programs that support the preservation and improvement of historic buildings.	To support façade improvement programs for downtown businesses. Could be used in conjunction with a low-interest loan program.	Washington's gift of public funds law requires that public money provided to private entities have a public benefit. Because of this, a façade improvement program would need to support improvements with a clear public benefit.



Community Economic Revitalization Board (CERB)	Funding (via low interest loans and grants) for local governments for public infrastructure which supports private business growth and expansion.	Street and sidewalk improvements, other infrastructure that would support downtown revitalization	The grant program only offers funding for projects up to \$100,000, while the low-interest loan program allows for planning, acquisition, construction, repair, reconstruction, replacement, rehabilitation, or improvement of key infrastructure.
Tax increment financing (TIF)	Cities can designate up to two districts where tax revenue from new development is redirected into the district for up to 25 years.	To pay for infrastructure development needed to support new development.	In Washington, the one percent property tax revenue cap significantly limits the amount of money TIF programs can generate. TIF works best in Washington in areas that are relatively unbuilt that are expected to see significant new development in the near term.
Transportation Improvement Board (TIB) Grants	TIB grants for urban areas include an urban arterial program (UAP), an active transportation program (UATP), and an arterial preservation program.	The urban arterial program could help pay for street upgrades while the active transportation program could support sidewalk improvements. Projects that maximize commercial growth and development are prioritized.	Statewide, just \$80 million is dedicated to the UAP and \$8 million to the UATP. These programs are extremely competitive, and the City may have other projects it is already planning to apply for.
Additional taxes and fees	The City could choose to levy additional taxes or fees to help pay for downtown programs and improvements.	New taxes could be used for a variety of programs. Seattle uses its Payroll Expense Tax to fund its tenant improvement program.	New taxes and fees can be politically challenging and controversial. They could also have unintended consequences on business attraction and retention.

Appendix: Stakeholder Engagement Summary

To understand the significant trends downtown as well as potential opportunities and barriers to business growth and development, we had one-on-one conversations with key stakeholders representing downtown businesses and local real estate professionals. Stakeholders interviewed include:

- Melissa Elkins, Explore Olympia
- Desiree Freeland, Olympia Downtown Alliance
- Amy Harding, Kidder Matthews
- Shelby Hentges, MPH Holdings
- Todd Monahan, Olympic Rental and Landlord Services
- Monique Ossa, Ossa Skinworks
- Connie and Kenny Phleggy, Old School Pizzeria
- Danielle Rants, The Rants Group
- Joel Slovic, Timberland Bank
- Shauna Stewart, Explore Olympia

Stakeholders described downtown as unique in the county and region, and a showcase for Olympia's unique local businesses, art, and culture. Key takeaways from these conversations are described below.

Vacancy & Downtown Vitality

Stakeholders, especially business owners, expressed **frustration with spaces that have been vacant for long periods of time** and property owners who do not actively try to tenant or maintain their spaces. While opinions differed on whether a vacancy tax might be an appropriate tool to address this, there was general agreement that these spaces have a negative impact on the perception of downtown as well as public safety. One business owner expressed frustration that many downtown businesses do not seem to think about keeping their exteriors tidy in the same way they do for their interiors. Some stakeholders think there should be an incentive for keeping spaces maintained or showcasing local art in windows, while others argue that the City should do a better job of enforcing existing codes related to property maintenance standards.

Many of the stakeholders interviewed brought up the importance of placemaking downtown. Business owners praised the downtown Alliance's flower baskets program and the bistro lighting on key blocks. However, as with vacancy, some stakeholders expressed frustration with building owners who do not maintain building exteriors. One stakeholder suggested that businesses elect "block captains" to help spearhead the maintenance of each block and help to recruit new businesses that fit in with the "story" of each individual block.

Business-Friendliness

Nearly all of the stakeholders interviewed believe that there is a **need to improve the relationship between the City and downtown businesses, property owners, and developers**. Stakeholders highlighted frustrations with permitting processes, turnover among City staff, a recent increase in Olympia's business and occupation tax, and a ballot proposition in November 2025 that would have established a worker's bill of rights and raised the minimum wage (the proposition did not pass).

A common phrase we heard from stakeholders was that they would like the City to help them "get to yes" rather than rejecting proposals that would help support business and economic growth downtown. They highlighted the



work that the City's former Economic Development Director Mike Reid did to make businesses feel they had an advocate at City Hall, and recognize the work that current Economic Development Director Jennica Machado has done so far to collaborate with business owners. However, they expressed frustration stemming from their experiences working with the permitting department more generally. There is confusion among business owners and developers about regulations, and one mentioned that staff did not tell them when he was eligible for a program that would have saved them money during a development project. Overall, stakeholders expressed a need for more clarity, flexibility, and transparency around permitting as well as more collaboration from City staff to find ways to make projects work.

Stakeholders were open to a variety of ways of improving these relationships. Some suggested that a **top-down culture change** may be necessary and recommended that the City Council direct the City Manager to prioritize supporting local businesses. Others believe that a single point of contact at the city – like a **downtown ombudsman** – could help improve transparency. Stakeholders said it is important to them to feel like they have a champion inside of City Hall – someone who can check in with various City departments to increase transparency and improve permitting timelines. Overall, stakeholders felt that **the City should be more proactive about supporting and encouraging businesses and others who want to invest in downtown Olympia.**

Key Downtown Locations

When asked about what areas of downtown are the most successful, they emphasized that one of the key attributes of the best blocks is a mix of businesses that operate at a variety of times. For example, a block with a bakery, a retail store, and a bar would have activity from the early morning until late at night. Stakeholders identified the corner of 5th Avenue and Washington Street as a key location that attracts visitors during events throughout the year. The intersection of 4th Avenue and Columbia Street was also identified as a strong location for local businesses, and the Farmers' Market and the Washington Center for Performing Arts are key drivers of downtown activity.

More challenging areas of downtown identified by stakeholders include the Artesian Well, the area surrounding the Hands On Children's Museum, and the area surrounding the Transit Center. Stakeholders also identified specific spaces that have been vacant for a long time, including 123 4th, Evergreen Plaza, the Chambers Block, and 521 Capitol Way S.

Public Safety

Stakeholders acknowledged that **concerns about public safety are a barrier to bringing more businesses and visitors to downtown Olympia**, but had different perspectives on whether it is a real issue or a perception problem. Notably, Experience Olympia's 2024 Ten Year Destination Master Plan survey results indicate that Thurston County residents view downtown as more unsafe than visitors from 50 or more miles away. While some of the stakeholders interviewed for this analysis point to significant improvements in public safety since 2020, others argue that safety challenges persist and that the City should do more to proactively prevent crime downtown.

In 2024, Thurston County increased its local sales and use tax by 0.003 percentage points in Olympia and 0.002 percentage points in all other parts of the county in order to fund criminal justice and public safety programs. Voters in Olympia supported this in part because it was intended to increase walking patrols downtown. However, many of the **stakeholders interviewed expressed frustration because they have not yet seen these promised patrols in action yet.**



The perception that downtown is not safe impacts the willingness of visitors and workers to walk long distances between where they park and their destinations. One stakeholder said that when she walks there at night, she purposely chooses routes that have bars and other nightlife venues because blocks where there is more activity feel safer. Other stakeholders shared anecdotes about businesses that have left downtown because of incidents that have impacted employees.

Parking

As with public safety, there was **disagreement among stakeholders as to whether parking is a true challenge downtown or whether it is a perception issue**. Most of the parking downtown is on the street and in private lots. Some stakeholders expressed that paying for parking at downtown meters can be confusing, and **that improved signage, wayfinding, and messaging** could help address some parking concerns. The Experience Olympia survey found that both residents and visitors identified parking as a key challenge downtown.

Stakeholders are aware of the City's past plans for a parking garage. **Many stakeholders identified a parking garage as a need downtown, especially in the area near the Washington Center**. Stakeholders believe that a centrally-located parking garage could help address safety concerns, especially among the downtown workforce. However, real estate professionals interviewed for this analysis understand that parking garages are expensive. To address this, one interviewee suggested that the City work with the Port to increase parking on proposed development sites while another argued that the City should use impact fees to support the development of a new garage.

Stakeholders tied parking to public safety not only because safety concerns discourage workers and visitors from walking longer distances from where they park to their destinations, but also because **if the City were to build a new parking structure it would need to invest in security for the structure**.

Development and Construction Costs

In order to better understand the barriers to filling vacant historic spaces as well as older office buildings, we asked local real estate professionals about the **costs associated with downtown renovation and development**. We heard from one stakeholder that a tenant was interested in converting an existing warehouse into a putt-putt course, but that design and permitting costs are as high as the cost of the actual warehouse build-out.

Other professionals discussed the **high cost of tenant improvements (TIs)**. Rents in downtown Olympia are lower than in other parts of the County, but most spaces need significant improvements. Because of high construction costs and relatively low rents, landlords amortize the cost of TIs over longer lease periods, typically at least seven years. For second and third generation retail spaces, a three-to-five-year lease term is more typical, but this is not enough time to recoup the costs of TIs. In addition to permitting and development costs imposed by the City, stakeholders pointed out that the State's new energy code adds about 20 percent to the cost of projects over previous regulations.

Stakeholders expressed **frustration with the 25 percent threshold for triggering half-street improvements**. With significant upgrades needed for many older buildings and high construction costs and interest rates, improvement projects for most downtown spaces are likely to cost more than 25 percent of assessed value. One stakeholder estimated that adaptive reuse projects can cost anywhere from \$100 to \$800 per square foot, depending on use types and the condition of the space. For recent adaptive reuse project they completed, the impact fees and road and sidewalk improvements alone cost \$125 per square foot. That same stakeholder estimated that converting Class C office space to Class A would likely cost around \$600 per square foot.



Variety

Stakeholders discussed the **need for a wider variety of businesses downtown that cater to a broader demographic**, including families. One stakeholder pointed out that not everything has to appeal to everyone, specifically referencing backlash to a whisky and cigar business expected to go into the Carnegie Library building. Some stakeholders discussed the need for more clothing stores so that they could buy a nice pair of jeans without having to drive to SeaTac. Others pointed to the recent trend of engaged groups of retirement-aged residents moving downtown and the need for walkable businesses to serve their needs. Many stakeholders brought up the need for more family businesses as well as accessible public restrooms.



FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR OPIOID ABATEMENT COUNCIL INDEPENDENT SUBCOMMITTEE

This Interlocal Agreement (the "**Agreement**") is made and entered into pursuant to Chapter 39.34 RCW, the "Interlocal Cooperation Act," by and between Thurston County, Washington, a political subdivision of the State of Washington; the City of Lacey, a municipal corporation organized under the laws of the State of Washington; the City of Olympia, a municipal corporation organized under the laws of the State of Washington; and the City of Tumwater, a municipal corporation organized under the laws of the State of Washington. The above-mentioned local governments will be collectively referred to herein as the "**Parties**."

RECITALS

- A. The Parties are all "**Participating Local Governments**" as defined by the "One Washington Memorandum of Understanding Between Washington Municipalities" ("**One WA MOU**"), attached hereto as **Exhibit A** and incorporated herein by reference.
- B. The One WA MOU is one of the primary governing documents concerning how Participating Local Governments are to receive opioid abatement funding (referred to therein as "**Opioid Funds**") resulting from the settlement of opioid litigation. The One WA MOU provides that Opioid Funds are to be allocated within allocation regions, referred to therein as "**Allocation Regions**"). The Parties are all within the Cascade Pacific Action Alliance Region.
- C. The One WA MOU provides that each Allocation Region must have an Opioid Abatement Council ("**OAC**"), whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4 of the One WA MOU.
- D. The Participating Local Governments in the Cascade Pacific Action Alliance Region established an OAC by executing the "Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "**Regional Agreement**"), attached herein as **Exhibit B** and incorporated herein by reference.
- E. The Regional Agreement provides that the Cascade Pacific Action Alliance Region's OAC is comprised of independent subcommittees, with the independent subcommittee of the Parties herein being the "**Thurston County and Cities Independent Subcommittee**." Section 8 of the Regional Agreement provides that each independent subcommittee is responsible for the specific functional duties of the OAC.
- F. On July 20, 2023, the Parties entered into an Agreement titled Interlocal Agreement for Opioid Abatement Council Independent Subcommittee, which constituted the agreement between the Parties as to how the OAC duties of the Thurston County and Cities Independent Subcommittee are to be performed, consistent with the One WA MOU and Regional Agreement.
- G. The Parties now wish to amend and restate the Agreement to clarify how some opioid settlement funding would be pooled for the greater benefit of the Parties.

AGREEMENT

- 1. **Incorporation of Recitals.** The foregoing Recitals A through G are incorporated herein by reference as substantive provisions of this Agreement.
- 2. **Thurston County and Cities Council.** The Parties agree that the Regional Agreement sets forth specific OAC administrative tasks for each independent subcommittee. The

Parties also agree that Section C(4)(h) of the One WA MOU provides that the OAC "shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region," and that the "method of selecting members, and the terms for which they will serve" will be determined by the Participating Local Governments. Accordingly, the Parties agree that each Participating Local Government within the Thurston County and Cities Independent Subcommittee will appoint one representative to serve on the "**Thurston County and Cities Council.**" The term for each member of the Thurston County and Cities Council will be three (3) years, and terms may be successive with no term limits.

3. **Administrative Duties.** The administrative duties of the Thurston County and Cities Independent Subcommittee will be performed as follows:
 - a. At least annually, the Thurston County and Cities Council will convene to review and fulfill oversight obligations regarding the distribution of Opioid Funds from Participating Local Governments to programs and services within the territories of the Parties.
 - b. At least annually, the Thurston County and Cities Council will convene to review the Parties' expenditure reports for compliance with the Approved Purposes listed in the One WA MOU and any opioid settlement.
 - c. The Parties will make all their decisions on Opioid Fund allocation applications, distributions, and expenditures publicly available. Thurston County will compile or link the Parties' information on a single webpage.
 - d. The Parties will all make expenditure data publicly available, at least on an annual basis. Thurston County will develop and maintain a centralized public dashboard or other repository for the publication of the Parties' expenditure data on the Thurston County website and update it at least annually.
 - e. Hearing complaints by the Parties regarding alleged failure to (1) use Opioid Funds for Approved Purposes, or (2) comply with reporting requirements will be handled as follows:
 - I. Each Party will maintain its own internal complaint process and hear complaints internally, with an opportunity to correct any complaint.
 - II. If the Party is unable to resolve the complaint through its own internal complaint process, the Thurston County and Cities Council will convene to hear the complaint, and the Party will have an opportunity to present its position on the complaint through written and oral argument. If the Thurston County and Cities Council concludes that the Party did not comply with the Approved Purposes from the One WA MOU or that the Party otherwise misused its allocation of Opioid Funds, the Thurston County and Cities Council may take any remedial action consistent with the terms of the One WA MOU.

4. **Public Records; Records Maintenance and Audits.** Each Party is responsible for its own compliance with the Public Records Act, Chapter 42.56 RCW, in connection with this Agreement. The Parties agree to cooperate with each other to the extent necessary for any Party to comply with the Public Records Act. That said, no Party is required to coordinate its response to a public records request with another Party or forward a public records request to another Party to the extent the Party believes a public records request was misdirected to it.

Opioid Funds will be subject to mechanisms for auditing and reporting to provide public accountability and transparency. All records related to the receipt and expenditure of Opioid Funds shall be maintained for no less than five (5) years and such records shall be available for review by the Parties to this Agreement, government oversight authorities, and the public.

5. **Funding.** The Parties agree to pool some or all opioid settlement funding received after January 1, 2018, as directed by each jurisdiction's legislative body on an annual basis.

- a. Each jurisdiction must convey to the Thurston County and Cities Independent Subcommittee the percentage of its funding or specific dollar amount to be pooled for the following calendar year by June 30th each year.
 - I. If no decision is conveyed by June 30th, then the amount to be pooled shall remain the same as the prior year.
 - II. For calendar years 2026 and 2027, Thurston County agrees to pool \$500,000 per year.
- b. The Lead Agency may utilize up to 10% of the pooled funding for administrative costs related to the shared budget, such as contract and fiscal management.
 - I. This 10% is independent from the 10% outlined in Section 7 for the administration of the Opioid Abatement Council and is to be tracked separately to be reported on an annual basis.
- c. All funds contributed by the Parties for the purposes set forth in this Agreement, shall be deposited in the treasury of the Lead Agency, as described in Section 6.
 - I. Unspent pooled funds may be carried over and used in subsequent years to the extent which is allowed by federal and state law for projects, programs, and activities consistent with this Agreement.
 - II. Unallocated opioid settlement funds will be returned to the Parties for their own use, with all funds to be used in accordance with the One Washington MOU – including allowable uses, reporting, and all other sections.
- d. The Thurston County and Cities Independent Subcommittee will make funding recommendations and serve in an advisory capacity to the Thurston County Board of County Commissioners. The BoCC will authorize funding for these grants but will not deviate from the funding recommendations provided by the Subcommittee.

- I. Pooled funding recommendations will be presented to the BoCC as one recommendation. The BoCC must approve the entire recommendation for the approval to move forward and the funding to be authorized. No changes may be made to the recommendation by the BoCC.
 - II. In the event the BoCC does not approve the funding recommendation, the Subcommittee will review the recommendations and consider revisions. The Subcommittee will submit a final recommendation to the BoCC, who will assess the recommendations and make a final decision to either approve or reject the entire recommendation.
 - III. In the event the BoCC does not approve the funding recommendation for the second time, the pooled funds will be returned to the Parties for their own use.
6. **Lead Agency.** Thurston County will act as the Fiscal Agent and Lead Agency on behalf of the Parties in administering all contracts and processing all invoices and receipts for any pooled funds. Thurston County shall name a program manager who shall be responsible for the operations of the Thurston County and Cities Independent Subcommittee. The program manager will be responsible for the following: meeting coordination and agenda preparation, support related to opioid settlement funding, and coordination of the request for proposal and award process. Lead Agency will document all costs related to Section 5.a and report such costs to the Parties on an annual basis. The Lead Agency will coordinate with the Parties in preparing required local and state reporting materials.
 7. **Administrative Costs.** Pursuant to Section C(4)(b) of the One WA MOU, ten percent (10%) of Opioid Funds received by all of the Participating Local Governments will be reserved, on an annual basis, for administrative costs related to the OAC. Under the Regional Agreement, the independent subcommittees of the Cascade Pacific Action Alliance Region OAC are required to provide an annual budget and accounting for actual costs and will be reimbursed for those costs from the independent subcommittee's proportionate share of Opioid Funds, provided the reasonable administrative costs shall not exceed actual costs or 10%, whichever is less.

The Parties agree to separately and individually create an annual budget and document their administrative costs related to performing their obligations related to the OAC and this Agreement, and to provide the budget and administrative cost documentation to the Thurston County and Cities Council at least annually. The Parties understand and agree they will be reimbursed for those costs from their proportionate share of Opioid Funds.

8. **Mutual Indemnity.** To the extent of its comparative liability, each Party agrees to indemnify, defend and hold the other Party, its elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which are alleged or proven to be caused by an act or omission, negligent or otherwise, of its elected and appointed officials, employees, agents or volunteers.

In the event of any concurrent act or omission of the Parties, each Party shall pay its proportionate share of any damages awarded. The Parties agree to maintain a consolidated defense to claims made

against them and to reserve all indemnity claims against each other until after liability to the claimant and damages, if any, are adjudicated. If any claim is resolved by voluntary settlement and the Parties cannot agree upon apportionment of damages and defense costs, they shall submit apportionment to binding arbitration.

9. **Survival of Indemnity Obligations.** The Parties agree all indemnity obligations shall survive the completion or expiration of this Agreement.
10. **Compliance with Laws.** The Parties and their officials, officers, employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, regulations, rules, and policies.
11. **Relationship of the Parties.** The Parties' relationship exists solely for the limited purposes outlined in the Regional Agreement and the One WA MOU for receiving Opioid Funds. This Agreement, and the Parties' activities under it, shall not be construed as creating any kind of partnership or joint venture, nor shall it be construed as creating any kind of independent contractor, agency, or employment relationship between the Parties.
12. **No Third-Party Rights.** This Agreement is entered into by the Parties solely for their own benefit and it creates or grants no rights of any kind to any other party.
13. **Waiver.** No term or condition of this Agreement shall be deemed waived unless such waiver is expressly agreed to in writing by all Parties. In addition, waiver of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach.
14. **Amendment.** This Agreement can only be amended in writing, and only upon execution by all Parties.
15. **Entire Agreement.** The Parties acknowledge that this Agreement is the complete expression of their agreement regarding the subject matter of this Agreement. Any oral or written representations or understandings not incorporated into this Agreement are specifically excluded.
16. **Headings.** The headings in this Agreement are for convenience only and shall not be deemed to affect the meaning of its provisions.
17. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, such invalidity shall not affect the validity of the remaining provisions that can be given effect without the invalid provision, provided that the underlying intent of the Parties can still be given effect.
18. **Signature Authority.** Each person signing this Agreement on behalf of a Party warrants that he or she has full authority to sign this Agreement on that Party's behalf.
19. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed one agreement. Each counterpart may be executed and delivered by facsimile to the other party.
20. **Exhibits.** The following exhibits are incorporated into this Agreement by reference.

I. Exhibit A- One Washington Memorandum of Understanding Between Washington Municipalities ("One WA MOU")

II. Exhibit B - Regional Agreement of the Cascade Pacific Action Alliance Region Participating Local Governments (the "Regional Agreement")

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ___ day of _____, 2026.

CITY OF LACEY

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

City Attorney

CITY OF OLYMPIA

DATED: _____

Attest: _____
Clerk

City Manager

Approved as to form:

Mark Barber

City Attorney

CITY OF TUMWATER

DATED: _____

Mayor

Attest: _____
Clerk

Approved as to form:

City Attorney

THURSTON COUNTY

DATED: _____

County Manager

Attest: _____
Clerk

Approved as to form:
Jon Tunhiem, Prosecuting Attorney

Deputy Prosecuting Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON STATE HISTORICAL SOCIETY 2027-2029 HERITAGE CAPITAL
PROJECTS (HCP) GRANTS FOR THE ARMORY CREATIVE CAMPUS PROJECT**

WHEREAS, on March 1, 2022, the Olympia Armory was transferred from the Washington State Military Department to the City of Olympia “for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives”; and

WHEREAS, since 2021, the Olympia Armory has been on the City’s Heritage Register; and

WHEREAS, the City worked with the community on a Conceptual Design and Business Plan to transition the Armory into a community art center to connect people and ideas to ignite community, collaboration and innovation through arts and culture; and

WHEREAS, the 1938 structure requires major systems renewal, to rehabilitate and preserve this historic building for full public programming and utilization; and

WHEREAS, The City received a Heritage Capital Project Grant for 2023-2025 and again for 2025-2027 in order to address some of the critical code improvements needed to make the building accessible to the public, and continued essential improvements need to be accomplished in 2027-2029; and

WHEREAS, the City has the opportunity to apply for and potentially receive a Heritage Capital Projects grant for 2027-2029; the Heritage Capital Projects grant for 2027-2029 would require a grant match of up to \$2 million; and

WHEREAS, the City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the application for a Heritage Capital Projects grant for 2027-2029 between the City of Olympia and Washington State Historical Society for the Armory Creative Campus Project and the terms and conditions contained therein.
2. Should the City be awarded the grant, the City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for the Heritage Capital Projects 2027-2029 grant, the grant contract, and any other

documents necessary to obligate funds for the Armory Creative Campus Project, and to make amendments or minor modifications as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS
SOLID WASTE SYSTEMS EQUIPMENT, LLC
UTILIZING SOURCEWELL PETERBILT MOTORS COMPANY MASTER CONTRACT #032824-PMC

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 Solid Waste Systems Equipment, LLC, (SWS) a Washington limited liability company ("Contractor") utilizing a cooperative purchase contract through Sourcewell for a Peterbilt vehicle that is assembled and in stock. By execution of this Agreement, the City avails itself of the terms and conditions in the Master Contract #032824-PMC (Peterbilt Motors Company) and Sourcewell (the "Master Agreement").

The City seeks to acquire a stock automated side load truck, Peterbilt 520 Stock Truck with a Labrie Chassis, for the not-to-exceed contract amount of Four Hundred Seventy Three Thousand, Four Hundred Seventeen and 62/100 Dollars (\$473,417.62), and the City wants to engage the Contractor to provide this product 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 - SWS Equipment, LLC, Quote #1005 Rev #2

Exhibit D - Peterbilt 520 Side Load Truck with Labrie Chassis Specifications

Exhibit E - SOURCEWELL Peterbilt Motors Company Master Contract No. 032824-PMC

Exhibit F - SOURCEWELL Peterbilt Discounts

Exhibit G - SOURCEWELL Labrie MC 110223-LEG

Exhibit H - SOURCEWELL Labrie Discounts

- II. The supplemental terms and conditions, amend and supplement the SOURCEWELL Master Contract #032824-PMC, 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:

SWS EQUIPMENT, LLC

Chris Keesler
Western Washington – General Manager
13502 Pacific Avenue
Tacoma, WA 98444
chrisk@swsequipment.com
253.318.0243

CITY OF OLYMPIA

Jaime Mastache
Fleet Operations Supervisor
PO Box 1967
Olympia WA 98507-1967
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 any 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 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, without liability to the Contractor. The City shall not be liable to the Contractor for 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, \$2,000,000 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.

J. Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required is a material breach of contract, upon which the City may, after giving five (5) business days' notice to the Contractor to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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, or 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 Agreement, and those referenced herein, including Exhibits, contain the Entire Agreement of the Parties with respect to any matter covered or mentioned in this Agreement. 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, unless it can be modified to conform to such statutory provision while fully honoring the intent of this Agreement.

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 each signature, with a copy to their Contract Manager of this Agreement. 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 in Thurston County, Washington for those actions in state court. Federal actions must be brought in the United States District Court for the Western District of Washington.

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.

SWS EQUIPMENT, LLC

By: Jason Hendrickson
Jason Hendrickson
VP of Sales
6515 E. Nixon
Spokane Valley, WA 99212
jasonh@swsequipment.com
Date of Signature: 04/27/2026

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.

Jason Hendrickson
(Signature)

04/27/2026
(Date)

Jason Hendrickson
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 Contractor 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.

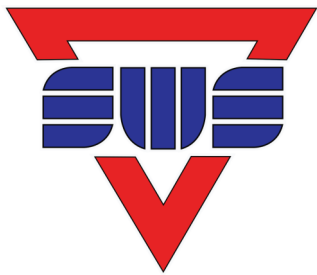
Contractor Name

Jason Hendrickson
Signature

Jason Hendrickson
Name (please print)

04/27/2026
Date

Vice President of Sales
Title



SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon

All Correspondence Remit: PO Box 13040, Spokane, WA 99213

800-892-7831 ~ Fax 509-533-1050 ~ chrisk@swsequipment.com

www.SWSequipment.com

EXHIBIT "C"

Quote To:	Purchaser:	End-User:	Quote #:	1005-2
City of Olympia - Trash	City of Olympia - Trash	City of Olympia - Trash	Date:	01/30/2026
Donald Ragsdale	Bill To:	Ship To:	Sales Rep:	Chris Keesler
dragsdal@ci.olympia.wa.us			FOB:	Destination
Phone: 360-753-8106			Ship Via:	Bestway
Cell: 360-507-0706			Est. Ship Date:	30 days from signed order
			Term:	Net on Delivery

Stock Truck SWS230031, Pete 520 with Labrie Automizer TTD Alleyhand Arm

Chassis Vin 118627

Body VIN AU241000111549101

Source Well Pricing Contract Number 110223-LEG

Qty	Description	Unit Price	Ext. Price
1	Labrie Automizer TTD Total Capacity: 31 cu. yd (27+4) (Tip to Dump)	\$ 245,357.14	\$ 245,357.14
1	AGSS-0000 Spill shield on Gripper		
1	AGRA-STD05 Alley-Hand, Basic Arm, "32 to 95 US gal"		
1	EAOA-STD01 Arm out alarm at 6 km/h - 4 mph		
1	BCPH-0000 Crusher Panel (1)		
1	AAAC-0050 Auxiliary Arm Controls Inside Cab on Curbside		
1	ACJC-0020 Packer Control on Joystick		
1	APJC-0020 Crusher Panel Control on Joystick		
1	HHHR-0000 Hydraulic Requirements Waste Connections Inc.		
1	BCOT-0000 Broom and Shovel Front of Hopper on Curbside & Hoe Front of Hopper on Streetside		
1	BFEX-0010 Fire Extinguisher 20 lbs (1) on Rubrail Curbside (Rear) Vertical		
1	BESK-0000 Spill Kit on Rubrail Curbside (Center)		
1	CCTB-0000 Toolbox on Chassis Aluminium 24"D x 24"H x 24"W (Swing Door)		
1	BWCH-0010 Wheel chocks (2) on Rubrail Curbside in Front of Rear Wheels		
1	LLPA-0010 Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light + Multifunctions Lights (4) (X Pattern)		
1	LBLR-0025 Backup Lights on Rubrails Mid-Body - LED (2)		
1	LBLT-0005 Backup Lights on Tailgate 2/3 Centered - LED (2)		
1	LWLK-0025 Work Light Package - LED (2)		
1	WL01-0000 Hopper Streetside (1)		
1	WL03-0000 Curbside Post (3)		

Qty	Description	Unit Price	Ext. Price
1	LAFF-0060 Alternating Strobing Lights 4" Amber on Front of Body - LED (2)		
1	LSLA-0020 Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1)		
1	CCCC-0013 Triple 3rd Eye Cameras (3) With Heater/Without Shutter (Wide Angle)		
1	CL01-0000 Tailgate Center 2/3 (1) - Pointing Back		
1	CL04-0000 Hopper Streetside (4) - Pointing Curbside		
1	CL15-0000 Mirror Streetside (15) - Pointing Back		
1	CCCM-0003 3rd Eye 7" Color Monitor (AWT07MLED) (5 Channels)		
1	CCAW-0000 3rd Eye Air Wash on Backup Camera (1 Camera)		
1	ECAP-5398 Alarm Policy Waste Connections Inc.		
1	AGCD-0000 Cart/Container Counting Device on Arm(s)		
1	EPHM-0000 Hour Meter - Hydraulics		
1	EGSE-0010 Backup Proximity Detection Device - 3rd Eye Radar		
1	BHUL-STD01 Hopper Side Wall Liner Streetside 3/8" – Plastic		
1	Hopper floor liner 1/4" - Hardox 450		
1	PCBP-STD01 Urethane Body Paint		
1	PBSC-0030 Bottom Part of Tg Painted a Different Color Than Body (Half)		
1	BASR-0000 Anti-sail Bars on Rear Mud Guards (Rear Wheels)		
1	Labrie Warranty on Body & Hydraulics: 1 Year		
1	Sourcwell Purchase		
1	2024 Peterbilt 520 Chassis * See Chassis Build Sheet for Specs.	\$ 287,857.14	\$ 287,857.14
1	Installation of a Groeneveld EP-O SingleLine automated lubrication system on an Automated Refuse Truck: Arm, Body, and Chassis	\$ 7,892.40	\$ 7,892.40
1	Groeneveld Standard Warranty: (1) Year Parts & Workmanship. (5) Years if end user uses Groeneveld grease.		
1	Sourewell fee for Labrie 3% fee.		
	Discount		\$ - 129,865.60
Subtotal		\$ 541,106.68	\$ 411,241.08

Qty		
1	Scale Ticket - Required for WA State Chasiss Sales	\$ 198.00
1	Body Pre-Delivery Inspections	\$ 1,702.00
1	Interior Detail	\$ 178.00
1	Exterior Power Wash	\$ 534.00
1	Delivery truck to City of Olympia	\$ 356.00

Qty		
1	Freight service from Labrie, San Loius to SWS Tacoma	\$ 15,000.00
		Subtotal \$ 17,968.00
		Total \$ 429,209.08
Sales Tax (\$)		\$ 42,062.49
Tacoma Motor Vehicle Tax (\$)		\$ 2,146.05
		Grand Total \$ 473,417.62

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE. ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____



January 30, 2026

Mr. Jaime Mastache
Fleet Operations Supervisor
Mr. Donald Ragsdale
Waste Re-Sources Operations Supervisor

City of Olympia
1401 Eastside Street SE
Olympia, WA 98501

REF: Agreement for SourceWell Bid Contract 110223-LEG Labrie Environmental Group

SWS Equipment would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of a Peterbilt 520 Chassis and a Labrie Automizer TTD W/Alley Hand Arm per SourceWell Contract 110223-LEG Labrie.

Following, please find the breakdown of the base prices and options.

2024 Peterbilt 520 Chassis, VIN 118627: With 2024 Labrie Automizer 30yd Tip to Dump Body with the Alley Hand Arm List Price \$ 541,106.68 *24% Sourcewell Discount = \$ 129,865.60

List Price \$541,106.68 - \$129,865.60 = \$411,241.08

Groeneveld Auto Lube System – Chassis, Body, Arm (\$7,892.40) Included above and discounted.

Scale Ticket	\$198.00
Body PDI	\$1702.00
Interior Detail	\$178.00
Exterior Power Wash	\$534.00
Delivery to City of Olympia	\$356.00
Freight Labrie San Louise to SWS Tacoma	\$15000.00

Sub Total Chassis and Body \$ 429,209.08

Washington State Sales Tax .098% \$ 42062.49

Washington Motor vehicle Sales (Including Chassis) \$ 2146.05





Total

\$473,417.62

All conditions for SourceWell will apply to this pricing.
Thank you for this opportunity to earn your business!

Chris Keesler
Western Washington Refuse Sales
SWS Equipment, LLC



13502 Pacific Ave South • Tacoma, WA 98444-4742
(206) 282-2100 • Fax (253) 627-4061 • 1 (800) 892-7831
www.SWSequipment.com

WA Contractor's License: SOLIDWS038JZ • ID Contractor's License: RCE-17173



From: [Jaime Mastache](#)
To: [Heather Reed](#); [Thanh Jeffers](#)
Cc: [Reid Corzatt](#)
Subject: RE: Replacement of Vehicle 1739
Date: Monday, March 2, 2026 11:13:32 AM
Attachments: [Sourcwell - Olympia - 230031.docx](#)
[image001.png](#)

Heather,

Please see response from SWS below.

Jaime,

I have made the changes for clarity and an explanation.

MSRP pricing of the Peterbilt 520 is \$287,857.14, SWS is applying a 24% discount to this chassis. The discount is \$69,085.71 resulting in a price of \$218,771.42 for sourcwell pricing. We are giving you a 24% discount on MSRP pricing on all equipment and chassis. The discount does not apply to freight. Which we had to add back in due to sourcwell. The sourcwell fee is to SWS.

The price advertised for on EQ# 230031 is a straight cash price, it is exempt of any contracts that require any additional fees and or bonding, the pricing is not designed and or promoted for sourcwell.

In lieu of the standard 3% MSRP discount from Labrie products SWS is offering you a 24% discount that equals \$129,865.60 off MSRP pricing.

Let me know if you have any more questions

Thanks,
Chris

Chris Keesler

Western Washington- General Manager
13502 Pacific Ave | Tacoma, WA 98444
Phone: (509)533-9000 | Direct: (253)318-0243



Kind regards,



Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices

Welcome: Stuart Fox

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ChassisNumber:

118627

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CHASSIS NUMBER: 118627	Plant: F	MODEL: 0005201	CUSTOMER NAME: SWS	TENTATIVE DATE: 08/07/23

REPORT DATE: 05/09/23**CHASSIS NUMBER:** 118627**MODEL:** 0005201**PLANT CODE:** F**DEALER NO:** W395**OPS STAT:** 05/09/23**PRESENT ID-1:** 520 RHD ASL LABRIE**CUSTOMER PO:** DM2024**DEALER NAME AND ADDRESS:****CUSTOMER NAME AND ADDRESS:**

WESTERN PETERBILT, LLC.

VMON

P. O. BOX 24065

SWS

SEATTLE WA 98124

SHIPPING DESTINATION: SEE INSTRUCTIONS**STARTING CHASSIS NO:** 118627**ENDING CHASSIS NO:** 118636**REQUESTED:** 07/31/23**PRICE EFFECTIVE DATE:** 01/01/23**TENTATIVE DATE:** 08/07/23**FIRM DATE:****WHEELBASE:** 221.00**CAB TO AXLE:** 220.90**CAB TO END OF FRAME:** 295.90**AXLE TO BACK OF CAB:** 0.10

OPTION	DESCRIPTION	PUB WGT
BASE MODEL		
0005201	MODEL 520 LCF	P 16475
0200700	NOT APPLICABLE	P 0
	SECONDARY MANUFACTURER	
FRAME AND EQUIPMENT		
0514170	10-3/4" STEEL RAILS 343"-450"	P 280
	3/8" RAIL THICKNESS	
0601500	FULL STEEL INNER LINER	P 600
	USE W/10-1/2, 10-3/4, 10-5/8" RAILS	
0620110	FEPTO PROV 9" BUMPER EXTENSION	P 42
0620500	FRAME COMPONENTS BOLTED IPO HUCK FASTEN	P 0
0644020	EOF SQUARE WITH STEEL CROSSMEMBER	P 64
0651090	OMIT REAR MUDFLAPS & HANGERS	P 0
FRONT AXLE AND EQUIPMENT		
1011360	DANA SPICER D2000F 20,000 LB, 3.5" DROP	P 0
1114030	TAPER LEAF SPRINGS, SHOCKS 20,000 LBS.	P 0
1243010	POWER STEERING SHEPPARD M100 DUAL GEAR	P 0
1353540	PHP10 ALUMINUM PRESET+ HUBS	P 179-
1380230	DANA SPICER 5" DROP IPO 3.5"	P 0
1380240	DANA SPICER WIDE TRACK IPO STD	P 15
	FRONT AXLE(S)	
1380280	BENDIX AIR CAM FRONT DRUM BRAKES 16.5X7	P 0
	16,000-23,000 LB STR OR FRT DRIVE	
1391410	GUSSETED CAM BRACKETS, STEER AXLE	P 0
1392970	HEAVY DUTY CAM BUSHINGS, STEER AXLE	P 0
REAR AXLE AND EQUIPMENT		
1523440	DANA SPICER D46-172 46,000 LBS.	P 0
1616300	PHP10 IRON PRESET+ HUBS	P 0
1672630	DIFF LOCK BOTH AXLES	P 60



Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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1680280	BENDIX SMART ATC TRACTION CONTROL	P	2
1680440	REFUSE SERVICE BRAKES, STEER AND DRIVE AXLES	P	0
1680450	REAR BRAKE CAMSHAFT REINFORCEMENT	P	9
1680490	GUSSETED CAM BRACKETS, DRIVE AXLE(S)	P	2
1680500	SBM VALVE	P	0
1680550	UPSIZE PARKING BRAKES	P	0
1682710	ANTI-LOCK BRAKING SYSTEM (ABS) 6S6M	P	35
1684200	SYNTHETIC AXLE LUBRICANT ALL AXLES	P	0
1687020	BENDIX AIR CAM REAR DRUM BRKS 16.5X8.6	P	0
1705380	RATIO 5.38 REAR AXLE	P	0
1824410	HENDRICKSON HMX EX 460 46,000 LBS., 54" HAULMAAX, 70K CREEP RATING	P	66-
1921375	16.5" SADDLE HEIGHT HMX EX 400/460 IPO STD 18.5"	P	0
1921965	HMX EX DOUBLE REBOUND STRAP KIT	P	0
ENGINE AND ENGINE EQUIPMENT			
2072507	PACCAR MX-11 355R@1600 GV@2200 1250@900 REFUSE (2021 EMISSIONS)	P	619
2091130	VMUX ELECTRONICS ARCHITECTURE	P	0
2091310	ENGINE IDLE SHUTDOWN TIMER DISABLED	P	0
2091372	EFF EIST NA EXPIRATION MILES	P	0
2091640	EFFECTIVE VSL SETTING NA	P	0
2092012	TYPICAL OPERATING SPEED 55 MPH	P	0
2092027	MX RETARDER STATE CRUISE CONTROL ON (MANUAL MODE ENGINE PARAMETER)	P	0
2092032	POWERTRAIN OPTIMIZED FOR PERFORMANCE	P	0
2092056	DASH MTD PTO MODE CONTROL CAB/REMOTE SWITCH	P	0
2092067	PTO MODE CONTROL - CAB & REMOTE STATION	P	0
2092082	ENGINE MONITORING PROTECTION - DERATE (PACCAR MX)	P	0
N2069	AA086 64....MAX ACCEL PEDAL VEH SPD		
N2070	AA003 64....CC MAX TARGET SPEED		
N2071	AE002 650...IDLE TARGET		
N2074	AE001 NO....ENBL MX RETARDER IN NEUTRAL		
N2075	AA039 0.1...TIME DELAY FOR RTRDR ACT		
N2076	AA038 2.....AUTO RTRDR VEH SPD OFFSET		
N2077	AA037 4.....DSL SPD OFFSET		
N2080	AA004 10....CC MIN ENABLE SPEED		
N2083	AA006 MT....MULTI TORQUE IN CC		
N2084	AA026 5.....EIST PARKED MAX IDLE TIME		
N2085	AA027 5.....EIST STANDSTILL IDLE TIME		
N2086	AA024 39....EIST LO AMBAIR TEMP OVRDE		
N2087	AA023 80....EIST HI AMBAIR TEMP OVRDE		
N2090	AA025 5.....EIST PTO MAX IDLE TIME		
N2091	AA029 YES...EIST RESET FROM ENG LOAD		
N2093	AE003 ON....FIC ENABLE/DISABLE		
N2094	AA042 1900..FIC MAX ENG SPEED		
N2099	AA055 OFF...CAB: CLUTCH INTLK		
2140200	CARB ENGINE IDLING COMPLIANCE	P	0

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Chassis Order Inquiry - 2.1.22258.1

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2140400	REINFORCED BELLY PAN	P	0
2140420	ENGINE OIL TEST PORT	P	0
2140450	REMOTE PTO/THROTTLE, 12-PIN, ENG BAY	P	0
	REMOTE CONTROL PROVISION		
2140670	EPA EMISSION WARRANTY	P	0
N2101	AA058 ON A..CAB: PARK BRK INTLK		
N2102	AA063 6.....CAB:MAX VEH SPEED		
N2103	AA057 ON A..CAB: NEUTRAL INTLK		
N2111	AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT		
N2112	AA062 2000..CAB: MAX ENG SPD- SW CTRL		
N2113	AA060 DEDIC.CAB: PRESET +/- SWITCH TYPE		
N2114	AA068 YES...CAB: ACCEL ACTV IN CAB PTO		
N2115	AA059 ON A..SER BRK INTLK: NO PTO		
N2117	AA030 NO....EIST OVERRIDE FROM ENG LOAD		
N2118	AA061 2000..CAB: MAX ENG SPD- ACCEL CTRL		
N2119	AA031 0.....EIST EXPIRATION DISTANCE		
N2120	AA064 650...CAB: MIN ENG SPD		
N2122	AA065 800...CAB: DEDICATED PRESET (-)		
N2123	AA032 YES...EIST ACCEL PEDAL RESET		
N2124	AA033 YES...EIST SERVICE BRK RESET		
N2125	AA034 YES...EIST CLUTCH PEDAL RESET		
N2126	AA035 YES...EIST PTO OVERRIDE		
N2127	AA066 900...CAB: DEDICATED PRESET (+)		
N2129	AA077 800...REM: DEDICATED PRESET (-)		
N2130	AA087 0.....VSL EXPIRATION DISTANCE		
N2131	AA088 100...LRSL SPD LMT		
N2132	AA076 650...REM: MIN ENG SPD		
N2149	AA078 900...REM: DEDICATED PRESET (+)		
N2158	AA079 DEDIC.REM: PRESET +/- SWITCH TYPE		
N2160	AA070 OFF...REM: CLUTCH INTLK		
N2164	AA019 YES...EIST PARK BRAKE RESET ENABLE		
N2170	AA072 ON AD.REM: NEUTRAL INTLK		
N2171	AA073 ON AD.REM: SER BRK INTLK: NO PTO		
N2190	AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO		
N2191	AA022 30....EIST LO CLNT TEMP OVRDE		
N2192	AA013 BOTH..OFFSET MODE		
N2193	AA009 0.....DRIVER REWARD VEH SPD BONUS		
N2194	AA010 -5.....DRIVER REWARD VEH SPD PNLTY		
N2195	AA015 3.....MIN SPEED FOR DR SHIFT AID		
N2196	AA016 1.....DSA LOWEST ACTV GEAR		
N2197	AA017 6.....DSA HIGHEST ACTV GEAR		
N2198	AA074 2000..REM:MAX ENG SPD-ACCEL CTRL		
N2199	AA069 YES...PTO REM PEDAL ENABLE		
N2200	AA005 OFF...DYNAMIC CC ENABLE		
N2201	AA049 CNCL..CAB: CUSTOM PRESET 1 FUNC		
N2202	AA050 750...CAB: CUSTOM PRESET 1		
N2203	AA051 CNCL..CAB: CUSTOM PRESET 2 FUNC		
N2204	AA052 850...CAB: CUSTOM PRESET 2		
N2205	AA053 CNCL..CAB: CUSTOM PRESET 3 FUNC		
N2206	AA054 950...CAB: CUSTOM PRESET 3		
N2207	AA056 OFF...CAB: CUSTOM INTLK		



Chassis Order Inquiry - 2.1.22258.1

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N2208	AA043 CNCL..CAB/REM: CUSTOM PRESET 1 FUN		
N2209	AA044 750...CAB/REM: CUSTOM PRESET 1		
N2210	AA045 CNCL..CAB/REM: CUSTOM PRESET 2 FUN		
N2211	AA046 850...CAB/REM: CUSTOM PRESET 2		
N2212	AA047 CNCL..CAB/REM: CUSTOM PRESET 3 FUN		
N2213	AA048 950...CAB/REM: CUSTOM PRESET 3		
N2214	AA071 OFF...REM: CUSTOM INTLK		
N2217	AQ001 4.....PCC MAX NEGATIVE OFFSET (AQ0		
N2218	AQ002 4.....PCC MAX POSITIVE OFFSET (AQ0		
2513060	PACCAR 160 AMP ALTERNATOR, BRUSHED	P	0
2521090	IMMERSION TYPE BLOCK HEATER 110-120V	P	2
	SEE SALES TOOL DESC FOR PLUG LOCATION		
2522080	PACCAR PREMIUM STARTER-MX ENGINES ONLY	P	0
2538040	3 PACCAR PREMIUM 12V DUAL PURPOSE	P	0
	BATTERIES, 2190 CCA		
2539740	KISSLING BATTERY DISCONNECT SW 300AMP	P	2
	DUAL TAB; MTD ON BATTERY BOX		
2621000	2-SPEED FAN CLUTCH FOR FREQUENT	P	0
	START/STOPS		
2738410	WABCO 25.9 CFM AIR COMPRESSOR - (MX)	P	7
2811160	COMPRESSION BRAKE, MX	P	0
2921180	PACCAR FUEL/WATER SEPARATOR ON ENGINE	P	0
	EXTENDED SERVICE INTERVAL PACCAR MX		
3114270	HIGH EFFICIENCY COOLING SYSTEM	P	0
3120320	BUGSCREEN	P	0
3120450	STAINLESS STEEL GRILLE	P	0
3261980	HEAVY DUTY AIR CLEANER	P	0
3365300	EXHAUST VERTICAL LH	P	0
	DPF/SCR LH BOC VERTICAL		
3381860	EXHAUST 90 DEGREE DIFFUSER	P	0
	TRANSMISSION AND CLUTCH		
4052970	ALLISON 4500 RDS-P TRANSMISSION, GEN 6	P	390
	RUGGED DUTY SERIES		
4210190	1810 HD DRIVELINE, 1 MIDSHIP BEARING	P	15
	4.5" X .180 WALL TUBING		
4216590	1710 DRIVELINE INTERAXLE	P	4-
	FOR TANDEM REAR AXLES		
4233910	(1) DASH MTD SINGLE ACTING EOH PTO CTRL	P	0
	ELECTRIC OVER HYDRAULIC		
4250900	MAIN TRANSMISSION REAR SUPPORT	P	11
4252890	ALLISON FUELSense 2.0 NOT DESIRED	P	0
4252950	OMIT ALLISON NEUTRAL AT STOP	P	0
4256020	CONSOLE MTD PUSH BUTTON SHIFTER	P	0
4256350	AUTO NEUTRAL AK, ALLISON HD/RDS	P	0
	SINGLE STEER LH OR RH		
4256740	ALLISON 6-SPEED CONFIGURATION	P	0
	4500 TRANSMISSIONS ONLY		
4256910	ALLISON TRANSMISSION FLUID TEST PORT	P	0
	REMOTE COUPLER		
4256990	ROLLING DIRECTION CHANGE SHIFT INHIBIT	P	0
	FEATURE, ALLISON TRANSMISSIONS		



Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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AIR AND TRAILER EQUIPMENT

4510210	BENDIX AD-HF EP AIR DRYER, HEATER	P	0
	COALESCING FILTER, EXTENDED PURGE		
4540220	WIRE BRAID BRAKE HOSE, REAR	P	15
4540420	NYLON CHASSIS HOSE	P	0
4540940	(1) FLIPPER VALVE TO ACTUATE	P	11
	FRONT/REAR BRAKES		
4541600	WIRE BRAID BRAKE HOSE, FRONT	P	4
4543320	STEEL PAINTED AIR TANKS	P	0
N4510	4510210 REF LABRIE DRAWING FOR AIR		
N4511	4510210 DRYER AND AIR TANK LOCATION.		
N4512	4510210 #179252 R2.		

TIRES AND WHEELS

5004060	FF: CN 20PLY 425/65R22.5 HAC3	P	53
	INCLUDES TPMS SENSOR		
	PART: CN05652010000 FET: 74		
5104070	RR: CN 16PLY 11R22.5 HSC3	P	184
	INCLUDES TPMS SENSOR		
	PART: CN05652440000 FET: 232		
5190008	CODE-REAR TIRE QTY 08.		
5220090	FF: ALCOA 823628 22.5X12.25 HIGH POLISH	P	82-
	ALM; 2.75" INSET		
5310600	RR: ACC STL ARMOR 50291PK 22.5X8.25	P	0
	HEAVY DUTY		
5390008	CODE-REAR RIM QTY 08.		

FUEL TANKS

5556130	26" ALUM 80 GAL FUEL TANK LH BOC	P	13
5604080			
5651720	LOCATE BOC FUEL TANK(S) REARWARD	P	0
	AS FAR AS POSSIBLE		
5652890	DEF TANK MOUNTED LH BOC	P	0
5652940	PACCAR MX ENGINE FUEL COOLER	P	15
5652980	DEF TO FUEL RATIO BETWEEN 1:1 AND 2:1	P	0
5655069	DEF TANK 520, 7.3 GAL	P	0

BATTERY BOX AND BUMPER

6010460	ALUMINUM SPACE SAVER BATTERY BOX LH BOC	P	11-
6030360	MOUNT SPACE SAVER BATTERY BOX TOP OF	P	0
	BOX 8" BELOW TOP OF FRAME		
6122810	STEEL BUMPER SWEEP BACK PAINTED	P	2
6132400	NOTCHED TOP FLANGE OF BUMPER	P	0
	DOES NOT INCLUDE FEPTO PROVISIONS		

CAB AND EQUIPMENT

6501090	53" LCF PROBILT CAB RH DRIVE	P	0
6540020	KEY ALL UNITS ALIKE	P	0
6540160	THERMAL INSULATION PACKAGE IN CAB	P	0
6541330	KEY G330	P	0
6800500	4.5" RUBBER FLARES ON CAB	P	0
	AND WHEEL WELL FENDERS		
6911720	PETERBILT DRIVER SEAT	P	0
6921720	PETERBILT PASSENGER SEAT	P	0
6931120	SEAT BELT COLOR ORANGE IPO STANDARD	P	0

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Chassis Order Inquiry - 2.1.22258.1

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	BLACK		
6939400	AIR RIDE DRIVER	P	44
6939440	LOW BACK DRIVER	P	0
6939480	MORDURA DRIVER	P	0
6939510	NON-AIR RIDE PASSENGER	P	0
6939540	LOW BACK PASSENGER	P	0
6939570	VINYL PASSENGER	P	0
7000000	GRAY INTERIOR COLOR	P	0
7000045	HIGH-VISIBILITY INTERIOR GRABHANDLES	P	2
	PAINTED YELLOW		
7001520	ADJUSTABLE STEERING COLUMN	P	0
	TILT/TELESCOPE		
7001620	STEERING WHEEL WITH PETERBILT LOGO	P	0
7040020	DIAMOND PLATE FLOOR COVERING ON DRIVER	P	7
	SIDE FLOOR IPO RUBBER MAT		
7110680	EXTERIOR CAB ENTRY GRABHANDLE	P	0
	TEXTURED; NFPA COMPLIANT		
7220150	FIXED REAR WINDOW BOC DARK TINT	P	0
	18.5"X54"		
7230350	TWO-PIECE FLAT WINDSHIELD	P	0
	#REQUIRES MANAGEMENT APPROVAL ON M.D.#		
7322010	COMBO FRESH AIR HEATER/AIR CONDITIONER	P	0
7330920	(2) DEFROSTER FAN ON REAR HEADER	P	60
7410040	OUTSIDE SUNVISOR - STAINLESS STEEL	P	4
	N/A W/ 2.1M HR SLEEPER		
7560100	MIRRORS SSTL EACH SIDE HTD & MTRZD	P	7-
	(N/A W/6501100)		
7561450	(4)CONVEX 8" SS MIRROR, (2) CNTR MTD	P	4
	UNDER,(2) CNTR MTD OVER MIRROR BRACKET		
7610020	(1) AIR HORN 15" PAINTED	P	0
	MOUNTED UNDER CAB		
7721050	SATELLITE RADIO	P	0
	REQUIRES USB PORT & BT FOR PHONE/AUDIO		
7722120	CONCERTCLASS, AM/FM,WB, 3.5 AUX	P	11
7725740	MIDLEVEL SPEAKER PACKAGE FOR CAB	P	7
	(4) SPEAKERS		
7728020	BLUETOOTH LOCATED ON DRIVER SIDE	P	0
7728030	RADIO MUTE WHEN AUTOMATIC OR AUTOMATED	P	0
	TRANSMISSION IN REVERSE		
7728040	BLUETOOTH PHONE & AUDIO	P	0
	REQUIRES USB PORT		
7728050	USB PORT	P	0
7788055	SmartLINQ REMOTE DIAGNOSTICS	P	0
7788056	24 MONTHS SMARTLINQ SUBSCRIPTION W/OTA	P	0
	FUNCTIONALITY - PACCAR MX ENGINES		
7851330	CAB TILT PUMP AIR ASSIST	P	0
7851870	RAIN GUTTERS OVER BOTH DOORS	P	9
7852150	PB ELEC PANTOGRAPH WINDSHIELD WIPERS	P	0
	W/INTERMITTENT FEATURE		
7901090	ECCO DS-1500 REVERSE MOTION SENSOR	P	0
	USE W/ BACKUP ALARM		

**Chassis Order Inquiry - 2.1.22258.1**

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7901140	BACKUP ALARM (87-112 DB)	P	7
	VARIABLE ADJUSTING		
8011850	TRANSMISSION OIL TEMPERATURE (MAIN)	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8021315	AIR RESTRICTION INDICATOR	P	0
	MOUNTED ON EXHAUST STANCHION		
8031120	WARNING LIGHT BATTERY DISCONNECT	P	0
	SWITCH ENGAGED (MARKER LIGHT)		
8070010	UP TO (4) ADDITIONAL ELECTRIC SWITCHES	P	0
	WITHOUT WIRING		
8070260	SWITCH TO DEACTIVATE ATC	P	0
	TRACTION CONTROL		
8070390	ENGINE HOURMETER GAUGE	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8070450	ENGINE PTO HOURMETER GAUGE	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8070860	MAIN INSTRUMENTATION PANEL	P	0
	DIGITAL CLUSTER 7" DISPLAY		
8070940	VOLTMETER GAUGE (MD/520 ONLY)	P	0
	LOCATED IN DIGITAL CLUSTER DISPLAY		
8110150	HEADLIGHTS SINGLE RECTANGULAR LED	P	0
8120570	(5) LED CLEARANCE,(2) LED MARKER LIGHTS	P	0
8131560	(2) PETERBILT FOG LIGHTS	P	7
	RECESSED IN BUMPER		
8133900	NONE FURNISHED STOP/TAIL/BACKUP	P	0
8133960	DAYTIME RUNNING LIGHTS	P	0
	REQUIRED ON ALL CANADIAN VEHICLES		
8134160	SELF-CANCELING TURN SIGNAL	P	0
8153100	(1) F/O LOAD LIGHT, SWITCH, 10' WIRE	P	2
	COIL UNDER/IN CAB/SLEEPER		
	PAINT		
8500710	STANDARD PAINT COLOR SELECTION	P	0
8530770	(1) COLOR AXALTA TWO STAGE PAINT	P	0
	CAB/HOOD		
N8502	A - L0006EY WHITE		
N8520	FRAME L0001EA BLACK		
N8550	CAB ROOF L0006EY WHITE		
N8570	BUMPER L0001EA BLACK		
	MISCELLANEOUS		
9400090	PETERBILT CLASS 8 STANDARD COVERAGE	P	0
	1 YEAR/100,000 MILES (160,000 KM)		
9400092	PACCAR MX STANDARD COVERAGE	P	0
	2 YRS/250,000 MI (400,000 KM)/6,250 HRS		
9407147	FUEL PRICE INDEX FACTOR \$243 NET	P	0
9408703	BASE WARR: EMISSIONS	P	0
	5YR/100K MI-EPA ENGINE		
9408936	FRAME LAYOUT IDENTICAL TO PREVIOUS CHAS	P	0
9409097	STATE REGISTRY: WASHINGTON	P	0
9409879	LONG LEAD-TIME COMPONENT(S) ON ORDER	U	0
	ORDER PROCESSING		
9409880	LONG LEAD-TIME COMPONENT(S) - 4 WEEKS	U	0

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Chassis Order Inquiry - 2.1.22258.1

Chassis Prebill, W/O Prices Welcome: Stuart Fox

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Home Page

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N9400	9408936 SN 111097
N9994	EMAIL: STU.FOX@DOBBSTRUCKGROUP.COM
N9995	CELL PHONE: 206-730-6739
N9996	SALESPERSON ID: STUART FOX
N9997	DEALER CONTACT
N9998	NAME: STUART FOX PH:206-624-7383

UNIT TYPE: 2

PRICE EFFECTIVE DATE: 01/01/23

**** WEIGHT SHOWN HERE IS AN ENGINEERING ESTIMATE AND DOES NOT INCLUDE UNPUBLISHED OPTION OR FRAME RAIL WEIGHTS. ACTUAL 'SHIPPING' WEIGHT MAY VARY.**

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**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

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

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

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

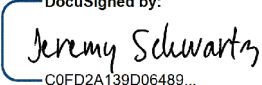
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

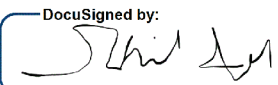
22. CANCELLATION

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

Sourcewell

Peterbilt Motors Company

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/5/2024 | 11:29 PM CDT

DocuSigned by:

DD52CB0924194DD...
By: _____
Phill Hall
Title: National Fleet Sales Manager
Date: 7/5/2024 | 2:26 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Peterbilt Motors - MD Sales

Does your company conduct business under any other name? If yes, please state: TX

Address: 3200 Airport Road
Denton, TX 76205

Contact: Phillip Hall

Email: phillip.hall@paccar.com

Phone: 940-367-5665

Fax: 940-367-5665

HST#:

Submission Details

Created On: Thursday February 08, 2024 08:16:30

Submitted On: Thursday March 28, 2024 09:59:08

Submitted By: Phillip Hall

Email: phillip.hall@paccar.com

Transaction #: 7e53e445-46c2-4228-b451-099b1f022cfa

Submitter's IP Address: 71.14.148.40

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

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Peterbilt Motors Company	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8K065	*
5	Proposer Physical Address:	1700 Woodbrook Street Denton, Texas 76205	*
6	Proposer website address (or addresses):	http://www.peterbilt.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Phil Hall National Fleet Sales Manager 1700 Woodbrook Street Denton, Texas 76205 phillip.hall@paccar.com (940) 591-4006	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Corin Gleason District Sales Manager Corin.Gleason@paccar.com (708)-833-1508 Greg Grabinsky Vocational Sales Manager Greg.Grabinsky@paccar.com (416) 523-4497	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Peterbilt Motors Company was founded in 1939. For 80+ years Peterbilt has been manufacturing Medium-Duty and Heavy-Duty commercial trucks for the U.S. & Canadian Market. We are proud to be American-owned, headquartered in the great state of Texas. Peterbilt operates manufacturing and parts distribution facilities across the U.S. & Canada and has a large independently owned & operated dealer network consisting of 423 locations and adding on average of 25 locations per year. Our trucks are recognized as the most reliable, durable, and highest quality trucks, well suited for the harshest vocational applications that government/municipal fleets operate in on a daily basis. Peterbilt's four core values: 1) Purposeful Innovation - Provide technologically advanced products and services that deliver outstanding performance and value. 2) Individualized Solutions - Customize every Peterbilt product to meet the unique business needs of the customer, and support the customer with after-sales programs and services tailored to them. 3) Enduring Craftsmanship - Manufacture the industry's most durable and reliable trucks, assembled to the highest quality standards by the industry's proudest employees. 4) Pride & Class - Maintain a passion for unrivaled performance, forged out of the heritage of the iconic brand and focused on inspired styling and a premium driver experience. Peterbilt's business philosophy Peterbilt's business philosophy is to produce the highest quality, most durable, reliable trucks on the market that provide our owners with years of dependable and efficient service and therefore the best return on investment. Peterbilt trucks are designed to last longer than any other truck on the market - on purpose! Peterbilt is the most highly desired truck on the used-truck market for a reason; the trucks are still reliable & dependable and can provide many more years of service. In fact, 94% of Peterbilt trucks in-serviced 20 years ago are STILL being in-serviced now - far better than competing OEMs.	*
11	What are your company's expectations in the event of an award?	Peterbilt has marketed the Sourcewell Program on its website; both internally and externally. We take every opportunity to advertise our contract with Sourcewell; trade- shows, conventions, expositions, dealer open houses, and dealer training events, etc. We hold Sourcewell Webinars for our entire dealer network multiple times/year and release Dealer Bulletins to further communicate and promote our contract. If awarded, we would continue to aggressively promote our Sourcewell contract both internally & externally at events, through training, marketing, social media, etc. Our expectation is that Sourcewell members will continue to utilize the Peterbilt contract in order to secure vehicles that offer class leading reliability, durability, and value.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Peterbilt is a Division of Paccar, Inc. (www.paccar.com). PACCAR is a global technology company that designs and manufactures premium quality light, medium and heavy duty commercial vehicles sold worldwide under the Kenworth, Peterbilt and DAF nameplates. PACCAR designs and manufactures diesel engines and other powertrain components for use in its own products and for sale to third party manufacturers of trucks and buses. PACCAR distributes aftermarket truck parts to its dealers through a worldwide network of Parts Distribution Centers. Finance and leasing subsidiaries facilitate the sale of PACCAR products in many countries worldwide. PACCAR maintains exceptionally high standards of quality for all of its products: they are well engineered, highly customized for specific applications and sell in the premium segments of their markets, where they have a reputation for superior performance and pride of ownership. PACCAR had an outstanding year in 2022. The company's revenues of \$28.82 billion and net income of \$3.01 billion were the highest in the company's history. The after-tax return on revenue increased to 10.4%. PACCAR has earned an annual net income for 84 consecutive years. PACCAR's financial results reflect the company's industry leading trucks and powertrains, excellent aftermarket parts and financial services businesses and continued technology leadership. PACCAR's strong financial performance generated an industry leading after-tax return on beginning stockholders' equity of 26% in 2022. Year-end stockholders' equity was a record \$13.17 billion. PACCAR's financial performance has enabled the company to declare \$8.9 billion in dividends during the last ten years. PACCAR's A+/A1 credit rating supported PACCAR Financial Services' record pre-tax profits of \$588.9 million, including \$6.22 billion of new loan and lease volume. In 2022, capital investments were \$505 million and research and development expenses were \$341 million. These investments enabled PACCAR's truck factories to build zero emissions vehicles, supported global production capacity increases and implemented advanced technologies to enhance manufacturing efficiency, including the expanded use of automated guided vehicles. PACCAR made excellent progress in the development of its proprietary autonomous vehicle platform and advanced its partnership with Aurora to commercialize autonomous vehicles. Peterbilt, Kenworth and DAF continued to enhance their industry leading connected services offerings that provide valuable vehicle performance data to our customers, while also providing PACCAR with an increasing stream of recurring revenue. PACCAR is a leader in the development of battery-electric, hydrogen combustion and hydrogen fuel cell vehicles. Kenworth, Peterbilt and DAF delivered nearly 200 battery-electric trucks to customers in 2022 and have nine zero emissions vehicle models in production with a backlog of hundreds of customer units on order. PACCAR's three global embedded software development centers and global connected truck teams are providing proprietary, customer-focused solutions for all parts of the business. 2022 Financial Highlights - Worldwide net sales and revenues were \$28.82 billion in 2022 compared to \$23.52 billion in 2021, primarily due to higher truck and parts revenues. - Truck sales were \$21.49 billion in 2022 compared to \$16.80 billion in 2021, primarily due to higher truck deliveries and price realization in all markets. - Parts sales were \$5.76 billion in 2022 compared to \$4.94 billion in 2021 reflecting higher demand and price realization in all markets. - Financial Services revenues were \$1.51 billion in 2022 compared to \$1.69 billion in 2021, primarily due to lower used truck sales. - In 2022, PACCAR earned net income for the 84th consecutive year. Net income was \$3.01 billion (\$5.75 per diluted share) in 2022 compared to \$1.87 billion (\$3.57 per diluted share) in 2021 reflecting higher Truck, Parts and Financial Services operating results. - Capital investments were \$505.0 million in 2022 compared to \$511.8 million in 2021. - After-tax return on beginning equity (ROE) was 26.0% in 2022 compared to 17.7% in 2021. - Research and development (R&D) expenses were \$341.2 million in 2022 compared to \$324.1 million in 2021. See attached 01-PACCAR Annual Report
13	What is your US market share for the solutions that you are proposing?	Class 6/7: 6.1% Class 8: 13.9% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share overall is 11.9% (Class 6/7/8 - all inclusive).
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 7.0% Class 8: 12.4% Above numbers take into account ALL trucks/tractors with the majority being freight- hauling tractors and inner-city delivery trucks. Looking only at Vocational-Trucks, which includes the government sector, Peterbilt market share is overall 9.67% (Class 6/7/8 - all inclusive).
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Peterbilt Motors Company is a manufacturer of commercial trucks. Peterbilt has a dealer network of 432 locations across the U.S. & Canada. Peterbilt dealers are independently owned & operated. All Peterbilt dealers must meet stringent sales, service, and parts support requirements as set forth in their dealer contract with Peterbilt Motors Company & Paccar, Inc. Peterbilt dealers employ 1,000+ salespersons across the U.S. & Canada. Dealer sales personnel are required to stay up to date on the latest product updates, industry technologies, emissions, etc through in-person & on-line training throughout each calendar year. All Peterbilt dealer salespersons are licensed to sell in the States they are assigned. In addition to the dealer network sales force, Peterbilt Motors also employs a factory- sales-management staff of approximately 40; 13 of which are focused on Vocational Trucks, including government/municipal accounts. Peterbilt also employs an individual dedicated to government contracts and the Sourcwell contract. Peterbilt factory sales managers are required to complete truck product, and all other industry related training throughout the year. All Peterbilt factory sales managers are licensed to sell in the States they are assigned. Peterbilt dealer AND factory sales forces work collaboratively with fleets to ensure the * customer experience is optimized in regards to truck specifications, performance, etc. Peterbilt dealer service network includes 432+ locations (add ~25/year), 60 independent dealer groups, 5,000+ dealer personnel, and highly trained technicians that are ALL 100% factory certified. Peterbilt dealer locations perform all levels of service work from standard preventive maintenance to warranty repairs to complete engine rebuilds. Dealers also offer custom maintenance solutions including contract maintenance, mobile service, and on-site technician support. Peterbilt dealers offer on-site comprehensive fluid analysis, DOT inspections and RapidCheck Express Service (provide diagnostics and an estimate of repairs in two hours or less). Dealers offer drop off service as well as pick-up and delivery. Dealers also provide Mobile Service truck for repairs at your locations.. 24/7 roadside assistance as well as a 24/7 repair hotline also available at 1-800-4- PETERBILT. Peterbilt factory service support management team consists of 30+ individuals across the U.S. & Canada that work collaboratively with our dealers service managers and technicians to take care of our customers & their trucks, from in-depth troubleshooting to warranty & policy support.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Peterbilt Manufacturing facilities are ISO 9001:2015 certified. Peterbilt maintains ISO 14001:2015 Environmental Management System (EMS) to improve its environmental programs and to reduce the environmental impacts of its operations and activities. Peterbilt trucks conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS). Peterbilt trucks are equipped with emission control equipment to comply with all applicable US Environmental Protection Agency (EPA) regulations governing control of air pollution from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, all vehicles conform to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. The exterior sound level of Peterbilt vehicles conforms to the noise legislation of the US Department of Transportation and the EPA. The interior sound level of Peterbilt vehicles, when measured in accordance with the test procedure of SAE J336 do not exceed the decibels per hour dictated in the test procedure. Peterbilt brake systems meet all NHSTA FMVSS regulations. Peterbilt trucks are equipped with a lighting system that conforms to the requirements of FMVSS 108. Peterbilt standard seat belt assembly (shoulder and lap), restraint system hardware, mounting, and performance conform to FMVSS Nos. 208, 209, 210. All instruments, indicators, and panel controls are located, identified and illuminated to conform to 49 CFR, Part 571, FMVSS No. 101. Peterbilt dealers are authorized/certified/licensed to sell Class 5-8 commercial trucks in the States & Provinces in which they do business.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	2019 Awards 2019 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2020 Awards 2020 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2021 Awards 2021 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. Award of Distinction from the international Communicator Awards for Peterbilt Online EV Operations Cost Calculator. - The Communicator Awards is a leading international awards program dedicated to recognizing excellence, effectiveness and innovation across all areas of communication. The Peterbilt EV Operating Cost Calculator won for its user experience as a powerful tool for prospective customers to evaluate the Total Cost of Ownership of Peterbilt's three EV vehicle configuration on a per mile (on-highway applications) or per hour basis (vocational applications). 2022 Awards Operational Excellence Leadership Award from the National Association of Manufacturers (NAM) - Peterbilt received an Operational Excellence Leadership award for its Offline Priority Dashboard initiative, which provides a real-time, on-demand source of information assisting the Operations team to better forecast, prioritize and distribute resources, such as parts and labor, in the most effective manner in offline recovery efforts, and to achieve the delivery goals to assist with supply chain recovery across our country. With this new innovative process, Peterbilt streamlined offline processes to deliver trucks to our customers in the most efficient manner. Engineering and Production Technology Award from the National Association of Manufacturers (NAM) - Peterbilt received the award for the Structural Fastening Equipment Modernization project that utilizes a fastening equipment hydraulic system featuring MiniBooster hydraulic pressure intensifiers that are simple, inexpensive, and with a parallel installation and modular mounting system changeable on the fly in the case of failure. Transformative Culture Award from the National Association of Manufacturers (NAM) - Peterbilt received the Transformative Culture award for Safety Program Improvements, with the addition of the Velocity EHS and DuPont STOP program improving the efficiency with immediate corrective actions and shifting the safety culture to the proactive mindset that every safety incident can be prevented. About the National Association of Manufacturers The National Association of Manufacturers (NAM) is the largest manufacturing association in the United States, representing small and large manufacturers in every industrial sector and in all 50 states. The NAM is a powerful voice in the manufacturing community and the leading advocate for a policy agenda that helps manufacturers compete in the global economy and create jobs across the United States. 2022 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face. 2023 Awards 2023 Top Company for Women to Work for in Transportation by the Women In Trucking (WIT) Association - The organization's mission is to encourage the employment of women in the trucking industry, promote their accomplishments, and minimize the obstacles they face.
20	What percentage of your sales are to the governmental sector in the past three years	2%
21	What percentage of your sales are to the education sector in the past three years	<1%
22	List any state, provincial, or cooperative purchasing contracts that you hold.	Peterbilt Motors Company only Cooperative purchasing contract is with Sourcewell.
	What is the annual sales volume for each of these contracts over the past three years?	Rush Truck Centers holds contracts with The Florida Sheriffs Association (FSA) and the Houston-Galveston Area Council (H-GAC). Annual volume data available by request through Rush Enterprises.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold.	N/A
	What is the annual sales volume for each of these contracts over the past three years?	

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Kent County Road Commission	Steve Roose	616-481-5368
Montcalm County Road Commission	Mark Christensen	616-835-6654
McHenry County DOT	Benjamin Justen	815-334-4977
Village of Northfield Illinois	John Rikje	224-707-2645
Four Rivers Sanitation Authority	Dave Daughenbaugh	815-387-7583

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Fresno	Government	California - CA	Refuse Trucks Model 520	6 Trucks	\$955,750	*
City of Virginia Beach	Government	Virginia - VA	Refuse Trucks Model 520	15 Trucks	\$2,018,482	*
City of Visalia	Government	California - CA	Refuse Trucks Model 520	9 Trucks	1,375,987	*
Kent County Road Commission	Government	Michigan - MI	Vocational Truck Model 365	11 Trucks	\$1,854,965	*
Miami Dade County	Government	Florida - FL	Refuse Trucks Model 520	5 Trucks	\$930,620	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Peterbilt Motors Company Factory Sales force consists of Peterbilt's General Manager (equivalent to VP/President at other companies), Assistant General Manager, 3 General Sales Managers over the U.S. & Canada that have a total of 6 Region Managers reporting to them based out of Philadelphia (East), Nashville (South), Denton/Dallas (Midwest), Chicago (Great Lakes), Scottsdale/Phoenix (West), and Toronto (Canada). Each Region Manager oversees 3-4 District Sales Managers. In addition, Peterbilt Motors has a separate Medium-Duty Sales Team (1 per Region/Canada), Vocational Sales Team (1 per Region/Canada), and National Account Sales Team (1 per Region/Canada). Peterbilt also has one National Fleet Sales Manager that is dedicated to the Sourcewell Account. All Sales personnel mentioned above collaborate with Peterbilt's Dealer Network Sales teams which consists of 1,085 individuals throughout the US & Canada, including Sales VPs, Directors, Managers, Sales Personnel, and Sales Administrators. Peterbilt Motors Company also has 3 Dealer Sales Councils comprised of Sales Managers and Representative from all over the US & Canada. The 3 Councils are: National-Accounts Sales Council, Vocational/Government Sales Council, and Medium-Duty Sales Council.	*
27	Dealer network or other distribution methods.	Peterbilt Motors Company's dealer network is independently owned & operated. Peterbilt's dealer network consists of 432 locations across the US & Canada. In addition to the dealer network, Peterbilt's dealers are supported by 7 Paccar-owned Parts Distribution Centers strategically located across the US. The Parts Distribution Centers maintain a 99% fill- rate. In addition to Peterbilt Dealer parts inventories AND the Paccar Parts Distribution Centers, Peterbilt also offers All-Makes parts at over 101 TRP locations in US/Canada and online at https://trpparts.com/ Peterbilt dealers also maintain strong relationships with several Body-Manufacturers. Many of these Body-Companies are Sourcewell members and stock vehicles that utilize Peterbilt trucks. Please see attached 00-Peterbilt Dealer Locations	*
28	Service force.	Peterbilt Motors Company maintains an extensive Corporate service force consisting of a General Manager of Service, Assistant General Manager of Service (GM titles at Peterbilt are equivalent of VP at most companies), Director of Field Service, Director of Warranty, 6 Region Service Managers located across the US (East-Philadelphia, South-Nashville, Midwest-Dallas, Great Lakes-Chicago, West-Phoenix, and Canada- Toronto). Each Region Manager has 3 District Service Managers and 2 Engine Service Managers. The dealer network consists of 5,025 service personnel (Service Managers, Shop Foreman, Technicians, Service Advisors, Service Writers, etc.). Peterbilt Motors Company also has a Dealer Service Council that meets multiple times annually to discuss all things service, preventive maintenance, warranty, etc.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders will be coordinated and managed by an authorized Peterbilt Dealer sales person.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Peterbilt's Customer Service Program, TruckCare, starts with the initial request for service from the customer. Fleets can rely on Peterbilt TruckCare https://partsandservice.peterbilt.com/en/services to connect them to the help they need 24 hours a day, 365 days a year. Wherever in the U.S. or Canada, Peterbilt's dealer network will get you back on the road as fast as possible: • Fast help when you call 1-800-4-PETERBILT • Free registration • Assistance with towing, jump and pull starts, tires, mechanical repairs and preventive maintenance services • An efficient roadside assistance system that tracks all aspects of your job • Custom-mapping technology including On-board diagnostics through SmartLink that locates the nearest Peterbilt dealer, other PACCAR dealer or independent service provider to best assist you • Personalized customer profiles to specify your roadside assistance preferences • Bilingual representatives and translation service to ensure quality assistance in any language Peterbilt Dealers must achieve a year-to-date TruckCare Preventive Maintenance Customer Service Score of 90% or higher from Peterbilt Motors Company. The Preventive Maintenance Customer Service Score for each dealer location will reflect a score based upon the following criteria: 1. Dealer's ability to set firm appointment 2. Resolving all customer complaints regarding service quality, customer treatment, or any other complaint deemed reasonable brought to the attention of the Customer Center. 3. Dealer holding appointment slot for customer. 4. Customer is not to wait longer than 1 hour from the scheduled time of the appointment 5. Customer to receive a completed copy of the Preventive Maintenance Inspection Form at the completion of the service. Since 2020, Peterbilt's "Platinum Service Center Certification". The program is intended to provide superior service for customers. The certification process is stringent: Platinum Factors for Dealerships scores are based on factors including: • Facilities and drivers lounges. • Expanded hours of service. • Parts availability. • Triage procedure. • Having certified Paccar MX engine technicians. Platinum Service Center locations will receive a special designation in Peterbilt's dealer locator on the company's website as well as a plaque to showcase in their dealership. Customer service is also a reflection of parts support; without the needed parts on hand a service event can be significantly delayed. Peterbilt has the parts you need, ready to ship, with a 99% fill rate. Fleets can reduce their inventory levels and gain security by relying on Peterbilt's dealer network of over 405 locations with 7 regional Parts Distribution Centers strategically located across the U.S. Fleets can be set up with Not-to-Exceed Pricing, Consolidated Billing, and dedicated Account Support locally and nationally. Response time capability: Rapidcheck: Available at all Peterbilt Dealer service locations, Rapidcheck provides a Diagnostic check within 2 hours of truck drop-off; No appointment necessary. Rapid Check guarantees the following within 2 hours of when the work order is started: Run initial diagnostic testing on the vehicle Determine needed repairs or if more complete diagnoses is required Check parts availability Provide an estimate of when the vehicle repairs will be complete Communicate all findings to the customer With customer permission, repairs that can be completed within 2 hours will be carried out Response Time Capability: Mobile Service: Peterbilt's dealer network operates a fleet of 968+ mobile repair trucks; the fleet is growing rapidly. Mobile service allows for fast response to problems where the customer cannot or prefers not to bring their vehicle to the Peterbilt dealer location. Common in remote areas or areas where traffic is heavy and therefore drive time to/from dealer is not ideal. Peterbilt also offers National Account Warranty Programs that include: Access to online truck service & option database (E-Portal), Online electronic parts catalog (ECAT), and Field Service Bulletins Option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct with Peterbilt (Direct Fleet) Discounted and/or free diagnostic tools.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in the United States. *
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Peterbilt's full product line and support services are available to ALL Sourcewell participating entities in Canada. *
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Peterbilt services ALL geographic areas in the US & Canada. *
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Peterbilt will fully service ALL Sourcewell participating entity sectors. *
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - No specific contract requirements or restrictions apply to Sourcewell entities in Hawaii, Alaska, or other US Territories. *

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Peterbilt Motors Company Marketing strategy for promoting the Sourcewell Contract consists of the following: Internal Dealer Bulletins (sent out to all Dealers Management & Sales Personnel) that announce the program, describe the program, provide pricing, and contact details. Peterbilt Intranet site: Sourcewell is the ONLY entity that has it's own dedicated page on Peterbilt Motors' internal website. The site contains an overview of the program, quick reference guide, customer presentation template, pricing guide, contact information & more. Peterbilt has and will promote Sourcewell at all Vocational/Government shows, conferences, and expos at which we exhibit; NTEA Work Truck Show, WasteExpo, Electric Utility Fleet Managers Conference (EUFMC), International Construction and Utility Electrical Expo (ICUEE), etc. This includes Peterbilt created marketing materials (see attached) as well as Sourcewell provided pop-ups, flags, truck vinyl logos, etc. All of Peterbilt's on-site training events include a module on Sourcewell. On-site training is held at Peterbilt's manufacturing locations on a quarterly basis and is open to all Dealer personnel. In addition to training held at Peterbilt facilities, Peterbilt also holds sales/product training at most major shows (NTEA, WasteExpo, etc) that also include module on Sourcewell. Peterbilt markets our Sourcewell contract on Social Media (Facebook, Twitter, LinkedIn). Peterbilt's dealer network actively promotes their participation in the Peterbilt Sourcewell contract through their websites, social media, and exhibition at various shows including local and regional APWA events. See attached 02-Marketing Plan
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Peterbilt Motors has and will continue to market Sourcewell on our Facebook page and Twitter account. Peterbilt will significantly increase our social media posts in general over the next several years with Sourcewell being part of that. Peterbilt's dealer network utilizes Facebook, Twitter, and LinkedIn primarily to promote their participation in the Sourcewell contract and to make announcements regarding customer procurement via the contract, etc.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting contracts arising out of this RFP would be to announce the contracts on their website and conduct email campaigns to Sourcewell members. Sourcewell's role is to continue to be present at major shows, expositions, and conferences to actively promote Sourcewell in general and provide assistance to contract holders to actively promote their specific contracts, including providing marketing materials, pop-up flags, truck decals, etc. Sourcewell should continue to offer sponsorship opportunities at major events for contract holders to participate - example) Peterbilt Motors sponsored the "Public Procurement Reception" at WasteExpo in CY2020. Peterbilt Motors Company integrates the Sourcewell contract by setting sales goals for its District Sales Managers and Vocational Sales Managers that involve key government/municipal target accounts in their territories with an emphasis on promoting our Sourcewell Contract. Peterbilt Dealers are provided with presentation templates, marketing material, and filtered spreadsheets of all Sourcewell members in their specific areas of operation. Sales Blitzes and joint sales calls with factory personnel are held monthly.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Peterbilt products are not available through an e-procurement ordering process; only through Peterbilt Dealers and Sourcewell Member Body-Companies that sell complete/turnkey units to Sourcewell members.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Peterbilt Motors Company offers on-site and on-line product training, maintenance/service training, and many other courses relevant to the municipal/vocational truck market. Online training is available to all Sourcewell members 100% FREE of charge. Members would need to simply contact their local dealer who will sponsor the customer and provide the initial log in credentials at https://bca-training.net/peterbiltfleet/account/login Members can take any course on the site and/or Fleet Managers can assign courses & track progress. The following are just some of the training on the site that is available: EV Module Engine Service Low Power Visual Inspection Common Rail Troubleshooting Tandem Drive Axle Service Axle Kingpin Replacement Fuel System Flow and Components Common Rail Fuel System Engine Lubrication System Starting and Charging Systems Pending Active and Inactive Codes Clearing the MIL Light Smoke Analysis Low Power Diagnosis Manual Compression Testing EGR System Diagnosis Warning Lights DPF System Diagnosis DEF System Diagnosis Turbo System Diagnosis Diesel Emissions System Exhaust and Aftertreatment System Diagnosis NOx Sensor Diagnosis On-site training is available from Peterbilt Motors Company Factory Training Department for a fee on a reservation basis. Training can be conducted at a Peterbilt Motors facility (factory, Region Office, etc.) or at a Sourcewell Member's fleet location. Peterbilt's Dealer Network also offers operation, maintenance, service and other training. This training is offered for a fee on a reservation basis.
41	Describe any technological advances that your proposed products or services offer.	Peterbilt products and services incorporate leading technologies. By working with world-class supplier partners, Peterbilt leverages industry expertise to design and manufacture advanced vehicles, vehicle systems, powertrain components, hardware and software, all fully integrated to deliver outstanding performance and value. In addition to the standard features of Peterbilt trucks that will be listed below, Peterbilt trucks offer the following technological advances: Digital Display The Peterbilt Digital Display fully integrates with electrical and safety systems found on the new 579, 567, 589, 535, 536, 537, 548, and 520 models including the Bendix Fusion Advanced Driver Assistance System. The state-of-art Digital Display features a fully customizable user interface (UI), delivering an almost endless combination of digital gauges on the main screen at any one time. Operators control the digital UI through one of

	three different Drive View Zones. Minimized View eliminates everything but the speedometer and tachometer for minimal driver distraction. Basic View represents traditional information found on analog dashes with Air & Oil Pressure, Fuel & DEF level and Water temperature all prominently displayed along with a speedometer and tachometer. The Enhanced View builds upon the previous views displaying the maximum number of gauges from a list of over 30 information sources. The beauty of the Peterbilt Digital Display is that operators can fine-tune the information shown to suit their individual needs through the easy to use controls found on the all-new steering wheel. SmartNav: A high-tech infotainment system, SmartNav delivers GPS navigation (truck maps), communications (integrates with cell phones) and vehicle monitoring (virtual gauges and other truck info) direct to an in-dash seven-inch color touch-screen. The SmartNav display enables intuitive interaction with an array of technologies, functions and apps, including truck camera systems. SmartNav features voice recognition and control, keeping hands on the wheel and eyes on the road. SmartNav integrates seamlessly with your phone via Bluetooth® connection and includes WiFi capability, making it easy to stay in touch no matter where you are. The integrated audio system plays through the truck speakers and can also accommodate satellite radio. The display is available in English, Spanish and French Canadian. SmartAir: Peterbilt's proprietary SmartAir system provides a factory installed, no-idle climate control solution that delivers maximum comfort while also reducing emissions and lowering fuel costs. The SmartAir system is powered by four, heavy-duty AGM batteries that are charged during normal driving conditions. When the engine is off, SmartAir provides quiet, efficient, high-power cooling capacity for up to 10 hours on a single charge. Peterbilt's SmartAir design features one of the smallest footprints in the industry. It also features on-board diagnostics, full automatic temperature control in A/C and heating modes and a digital LCD display that makes it easier to control the unit and provides battery monitoring. The system is fully integrated with Peterbilt's existing sleeper HVAC systems, resulting in increased cooling performance, enhanced reliability, reduced maintenance and lower overall operating costs. SmartLink: SmartLINK and its suite of connected services monitor your truck's health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Peterbilt dealership. Collision Mitigation: Peterbilt offers both the Bendix Wingman Collision Mitigation System as well as the Meritor OnGuard System. These systems utilize forward radar detection to provide driver alerts and active braking when objects are detected in the road or if closing on the vehicle ahead. Systems also offer lane-keeping technology as well as side object detection. Camera- integrated option provides enhanced object detection and can even read speed limit signs and alert drivers if over the limit. Systems can provide electronic stability control to prevent rollovers as well as adaptive cruise control with reduces throttle and/or applies the service brakes to maintain safe distance with vehicles ahead. HID + LED headlights: Peterbilt offers both High-Intensity-Discharge headlights and LED headlights. HID's provide the best available forward visibility, while LEDs provide superior wide-range/close-range lighting. Predictive Cruise: Predictive Cruise if offered and provides (via forward radar sensor) for automated reduced throttle and/or service brake application to maintain safe distance with vehicles ahead. Driver Performance Assistant: When manual transmission is specified, Driver Performance Assistant provides a visual aid to drivers to encourage them to operate in the vehicle's RPM "sweet spot" as well as "shift now" notifications to optimize shift patterns for operational efficiency and improved fuel economy. Driver Information Display: The standard Peterbilt Driver Information Display, located in the center of the dash cluster, provides the operator with the following selections via a toggle switch: Standard view shows cruise status, park-brake status, and gear selected. Optional views show virtual gauges (i.e. voltmeter, transmission temperature gauge), engine RPM display, shut-down timer, trip information (fuel economy, miles operated, hours operated, idle time, etc.), truck information (VIN, engine make/model, transmission make/model, etc.), and diagnostics/warnings (fault codes with descriptions). Stability Control with Automatic Traction Control: Electronic Stability Control prevents roll-over situation by applying the anti-lock service brakes to individual wheels to maintain truck balance when taking turns. Combined with automatic traction control, the technology greatly enhances safety for drivers/fleets. Zinc coated frame rails: Peterbilt offers a zinc coating for its frame rails and crossmembers that significantly reduces corrosion over the life of the truck. Peterbilt offers a bump-fin style cooling system for extreme dirt environments to reduce wear on the engine. Allison FuelSense: Allison FuelSense technology optimizes shift patterns depending on the fleet's desired operating characteristics (power/max-fuel-economy/blend). Peterbilt offers RollTek Air-Bag-equipped seats for enhanced safety in rollover accidents. Peterbilt offers the full line of NFPA requirements including Seat & Occupancy sensor & warning, NFPA seats, NFPA grab handles, etc. Peterbilt offers pre-wiring Provisions for fleet communication systems, camera systems, custom maintenance systems, etc. Standard technology on Peterbilt trucks that provide value to fleets: FRAME Steel rails with gussets to maximize RBM. Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. STEER AXLE Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components.

	Greaseless spring pins reduce maintenance and improve ride quality. Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life. Glidekote splines on steering shaft extend service life of components. DRIVE AXLE Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear. Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life. ENGINES & RELATED SYSTEMS Magnetic engine oil drain plug captures and holds any metal fragments in engine oil to extend service life. Silicone radiator and heater hoses enhance value, durability and reliability. ClimaTech extended life coolant extends maintenance intervals which reduces maintenance costs. Constant tension and torque band clamps reduce leaks. Stainless steel hard-line manifold reduces coolant hoses in the engine compartment to improve durability and appearance. Thermal fuse in the air conditioning compressor clutch allows the pulley to free spin in the event of a compressor failure, thus reducing belt wear and vehicle downtime. Weather pack silicone sealed electrical chassis connectors enhance value, durability and reliability. Maintenance free 12V batteries provide reliable power for starting and accessories. Stranded copper battery cables are double aught (00) or larger to reduce resistance. Stainless steel flex exhaust tubing & clamps provide durability. Optimized exhaust routing to simplify the truck order process and provide optimal performance. AIR SYSTEM Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures. FUEL TANKS Aluminum fuel tanks with heavy-duty aluminum brackets and stainless steel straps. Wire braid fuel lines increase durability and reduce potential for leaks. ELECTRICAL SYSTEM Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history. Braided chassis harness cover provides durability. Convuluted tube covering on harnesses protects from chaffing. Wires numbered every 4 inches or less for ease of serviceability. CAB / HOOD Proprietary all-aluminum cab is light weight and durable for long service life. Spring assisted, hood opening for serviceability. Proprietary anti-blow-down locking mechanism that keeps the hood open during servicing and prevents unintentional closing. One piece roof reduces potential for leaks. Lap seam construction and aircraft fasteners has greater clamp load than rivets. Double wall stamped aluminum doors provide virtually water-tight, rattle-free performance. Full length, light weight hidden gravity-hinge system that provides low resistance and ease for closing doors providing durability. Interior Left and Right Side Grab Handles for easy access into the cab. CAB INTERIOR LH & RH door mounted map pockets with door mounted step lights Cast rubber flooring with integral sound barrier. Integrated "dead pedal" for driver comfort. Four ergonomically positioned entry / egress grabhandles Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. LIGHTS Projector module pod headlights provide outstanding visibility. 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. Headlights turn on automatically when windshield wiper blades are activated. Lighting system is protected by an impact resistant Lexan® lens and requires no special tools for lamp adjustment or bulb replacement. DASH & INSTRUMENTATION Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. LED backlit gauges to prevent eye fatigue. PAINT Dupont Imron Elite two-stage non-metallic paint, one color cab / hood.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Peterbilt manufactures the largest product lineup of Battery-Electric-Vehicles (Models 220EV, 520EV and 579EV) and continues to invest in this technology with a manufacturing plant dedicated to building batteries for its electric vehicles. Additionally, as part of the transition to zero emissions, PACCAR has introduced new electric vehicle charging stations to support electric vehicles. PACCAR is collaborating with Faith Technologies and Schneider Electric to provide charging infrastructure solutions for customers who purchase Peterbilt electric trucks in the US and Canada. Charging power from 20 kW up to 350 kW. Our financial strength enables us to invest over \$1.11B in Capital projects and R&D in 2023 to: • Integrated powertrains including state to the art diesel; electric; hybrid; and hydrogen fuel technologies • Enhance our manufacturing capability for better efficiency • Strengthen our aftermarket transportation solutions • Leadership in autonomous systems, and connected vehicle services Peterbilt offers more models with CNG & LNG engines than any other OEM and has sold more CNG/LNG trucks and offered them longer (since 1996) than any other OEM. Peterbilt's full line of engines are approved for the use of Biodiesel up to B20. Investing in Sustainable Operations: All Company manufacturing locations are ISO 14001 certified and more than 80% are zero-waste-to-landfill. The Company has invested \$800 million over the past ten years in facility projects that have improved energy efficiency, reduced emissions, reduced water consumption and waste including \$35 million in reusable containers. First in the truck industry to implement chassis robotic paint systems. This process has enhanced paint quality, reduced cost and decreased paint usage, waste and air emissions. Reducing Greenhouse Gas Emissions From 2013 to 2022 PACCAR reduced greenhouse gas emissions 50% on a per revenue basis. Hazardous air emissions have been reduced by over 200 metric tonnes per year in paint and other processes. Peterbilt joined the CDP Reporter Services for reporting greenhouse gas emissions and to benchmark performance to continue reducing our greenhouse gas footprint. Reducing Waste Many of the Company's manufacturing locations achieve "zero waste to landfill" by recycling, employing reusable containers and composting food and paper waste. Conserving Resources Peterbilt reduces the use of water through internal recycling, reduces paint waste through robotic paint systems and conserves energy by using new technologies such regenerative dynamometers that capture electricity from vehicle testing. Products All Peterbilt internal combustion engine vehicles have near-zero emissions of NOx, a smog causing compound, and are compliant with all applicable standards including those by the California Air Resources Board (CARB), the US Environmental Protection Agency (EPA) and the European Commission. Peterbilt uses Ecodesign, a software tool, to reduce environmental impacts through product design. Through this process, engineers increase recyclability of our trucks, reduce air emissions, use lighter materials to reduce fuel consumption and use fewer hazardous materials. Fuel-Efficient, Low-Emission PACCAR Engines Peterbilt has strengthened its leadership in environmental stewardship by expanding its global portfolio of high performing low emission engines. Over the past five years, these engines have reduced GHG emissions by up to 14%. NOx and particulate matter have also been reduced by over 83%.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Peterbilt's full engine offerings all meet or exceed all Environmental Protection Agency (EPA) and California Air Resources Board (CARB) emissions requirements. All plants that manufacture Peterbilt products are ISO 14001:2015 and/or ISO 14001:2015 Certified. Peterbilt offers EPA-Certified Green-House-Gas Emissions tires on all of its products. See Line Item 42 for additional details. CARB and EPA labels available upon request.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Peterbilt's Dealer Network has several dealers/groups that operate as WMBE, SBE, and/or veteran owned businesses. Example certification, see attached 05-Montana Peterbilt LLC - MBE Other certifications/inquiries available upon request to Peterbilt Motors.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Peterbilt is a US based (Headquartered in Denton, Texas) company that offers the widest array of trucks in the industry. Peterbilt offers Class 5 Conventional trucks, Class 6 & 7 Cab- Over trucks, Class 6 & 7 Conventional trucks & tractors, Class 8 Conventional trucks & tractors AND Class 8 Cab-Over trucks & tractors. No other OEM has the variety of trucks offered by Peterbilt Motors. This allows for a Sourcewell member fleet to procure all of their trucks from one OEM/Dealer. This "one-stop-shopping" benefits the member through a single source for all trucks, parts, and service needs, streamlining their operations. For example, if a fleet needs a large cab-over refuse truck, a small cab-over for paint stripping, and a conventional tandem truck for a dump/plow application, Peterbilt is the ONLY OEM that can provide all 3 trucks. Additionally, Peterbilt is the only OEM who offers 3 Electric Trucks ranging from medium duty, vocational, and regional tractor. Peterbilt offers Class leading re-sale values on all of its trucks. If/when a Sourcewell Member trades/sells/auctions its used Peterbilts they will get significantly more than any competitor. This is reflected in NADA book values and can also be extracted from "Truck Paper" pricing. 94% of Peterbilt trucks in-serviced in Calendar Year 2022 were still in-serviced in Calendar Year 2022 94% of 20-year-old trucks were still being put into service. This is a testament to Peterbilt's design philosophy of durable, reliable, custom engineered work trucks.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes. See attached for full warranty schedule. For extended warranty information, members can reach out to their local Peterbilt dealer or Peterbilt's Sourcewell manager listed on the contract. Hundreds of different combinations of extended warranties are available, including custom warranties to match the members needs (ex - more years, less miles/yr, etc.) See Attached 03 Warranty Procedure Manual and Schedule	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Typically warranty for components added to a truck AFTER FACTORY DELIVERY (i.e. a Refuse Body or Dump Body, etc.) is covered by the OEM/Dealer/Distributor for that Body. However, a number of Peterbilt Dealers are authorized distributors and/or service locations for other manufacturers/Body-Companies and can therefore provide warranty support. Peterbilt Dealer locations that are also authorized dealers/distributors for other manufacturers/Body-Companies can be researched via the Peterbilt dealer or manufacturer/Body-Company website or by contacting the Peterbilt Motors National Account Manager that manages the Sourcewell Contract listed on the Peterbilt landing page on the Sourcewell website.	*
51	What are your proposed exchange and return programs and policies?	Exchange & return policies for trucks are at the discretion of the individual Peterbilt dealer providing the vehicle.	*
52	Describe any service contract options for the items included in your proposal.	Service contracts direct through Peterbilt Motors would only be available through Peterbilt's company-owned Lease operations (PacLease). Fleet Field Service.... The majority of service contract options would be handled through Peterbilt Motors dealer network. Most Peterbilt Dealers offer service contracts that provide a variety of options i.e. Preventive Maintenance, towing services, DOT inspections, tire exchange programs, oil analysis, winter prep, etc. Most Peterbilt dealers can also offer on-site technicians, mobile-service, and full-maintenance-contracts.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are at the discretion of Peterbilt Dealers and vary depending on the type of truck purchased, body installed (if applicable), lead-times for components, etc. Payment terms are negotiable - typically Peterbilt dealers can provide payment terms that match what the Sourcewell member requests.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Yes; Peterbilt Motors offers a full range of financing options including municipal leases through Paccar Financial Corporation (PFC), a Division of Paccar (Peterbilt is also a Division of Paccar). In addition to PFC, Peterbilt dealers can provide financing options through various banks and other financial partners. Also, many Dealer Groups operate their own finance companies and can provide options for Sourcewell members.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated using the special sales code from the system that shows all trucks that were invoiced and in service for that period. An automatic email will go out to the Peterbilt dealer to verify the trucks sold to the customer is indeed a Sourcewell member. Peterbilt's system then cross references the special sales code with warranty start dates to determine what trucks were put into service during that particular quarter. The trucks are then loaded onto the Sourcewell quarterly sales report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. All purchase orders from Sourcewell members go directly to and are processed by Peterbilt dealers. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), dealers submit pricing to Peterbilt's Sourcewell Manager to verify that the sell price qualifies as a Sourcewell contract pricing. Those "stock trucks" are then added to the quarterly tracking database.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *

57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Peterbilt will continue with pricing that provides a %-off-of-list format. Peterbilt's published Sourcewell pricing lists sample MSRP/List prices for each model offered. Peterbilt will provide pricing for EVERY model we offer. Sourcewell members need to simply have their local Peterbilt dealer build their truck specification, obtain the specification from the dealer with the final list price. Member then takes the appropriate % (varies by Model) off of that list price to give them their final ceiling price for the truck. Pricing includes cab & chassis, factory-freight, Pre-Delivery-Inspection (PDI), marketing fee, and dealer profit Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and any engineering vehicle layout drawings if needed. *** Medium-Duty/Heavy-Duty/BEV Commercial trucks do not have true MSRPs - list prices can vary greatly depending on options. For example, the difference between a manual transmission and automatic transmission can be \$10,000+ in list price. Aggressive deep-lug all terrain tires can add \$5,000+. For BEV battery pack prices can vary \$20,000+ due to range size.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Peterbilt's discount for the Sourcewell contract is a %-off-of-List-Price format. The %-off yields truck pricing that is equalized to our best Marketing Program at the time of the RFP which will provide for substantial savings for Sourcewell members. As per the comments in Line Item 57, Price is established by taking the appropriate % (varies by Model) off of the final list price of the truck (after dealer specs the truck per the Sourcewell member's specifications). Price yielded includes Peterbilt's factory freight and the Peterbilt dealer's profit & pre-delivery-inspection. Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed. Latest pricing guide for specific Sourcewell Members will be updated yearly. Peterbilt dealers will have the latest pricing guide. See pricing example below: Sourcewell member works with local dealer to build a spec for a Model 548 and final list price with all options assuming is \$200,000 and assuming the current discount is 15%. Sourcewell member simply takes % off of list price and the number yielded is what they would pay for the truck. $(\text{List Price} \times \% \text{ off}) = \text{Discount}$ $(\$200,000 \times 15\%) = \$30,000$ $(\text{List Price} - \text{Discount}) = \text{Sourcewell Price}$ $(\$200,000 - \$30,000) = \$170,000$	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Peterbilt dealers can provide turnkey solutions for Sourcewell Members. Peterbilt dealers can provide one invoice that includes the truck cab & chassis and all other components required on the vehicle. Examples of such components (or "sourced goods"): Bodies (refuse, dump, vacuum, etc.) Accessories (plows, additional lights, cameras, etc.) Peterbilt dealers will provide both Bodies & Accessories at cost plus a maximum of 10%. Cost plus 10% amount may not exceed \$7,000 for Bodies & Accessories.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Items not included in Peterbilt's "%-off-of-List-Price" pricing are mentioned in Line Items 57 & 58. Truck (cab & chassis) price calculated from %-off-of-list-price equation includes Peterbilt factory freight charge and dealer profit and pre-delivery-inspection (PDI). Price does not include any component or service provided post factory delivery. Examples of components/services NOT included from Peterbilt Motors: Extended truck warranty Extended engine warranty Peterbilt Engineering Vehicle layout drawings Examples of components/services NOT included from Peterbilt Motors and provided by the Peterbilt Dealer: Body Federal Excise Tax (FET) - if applicable Other taxes Doc fees local delivery clean-up/truck wash additional manuals training additional lights camera systems additional fuel additional diesel exhaust fluid additional fuel engineering vehicle layout drawings Pricing does NOT include flooring/interest, any applicable taxes (i.e. FET), commodity surcharge(s), any options/services provided by the dealer outside of PDI (i.e. body, lights, manuals, training, Doc Fees, DEF fluid, additional fuel, truck clean-up, local delivery etc.). Also not included are any extended coverages requested and engineering vehicle layout drawings if needed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Peterbilt factory where the truck is being manufactured to the 1st delivery point (either Body-Company or Peterbilt Dealer) IS included in Peterbilt's Sourcewell pricing. Delivery of truck from the Body-Company or Peterbilt Dealer to the Sourcewell member is NOT included in Peterbilt's Sourcewell pricing and will be called out as a separate line item on the Body Company invoice and/or the Peterbilt dealer final invoice.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Terms for freight, shipping, and delivery to Alaska, Hawaii, Canada, and Puerto Rico no different that US from a pricing perspective. Time to ship estimated at 2-3 additional weeks for Alaska/Hawaii/Puerto Rico	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Peterbilt Motors dealers can offer delivery spread out across a calendar (depending on purchase volume and Peterbilt manufacturing schedule). Trucks can be delivered at intervals that suit the Sourcewell members need/budget.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Peterbilt pricing proposal reflects our best Marketing Program offered YTD and due to limits placed on dealer profit/pdi and other costs, the final pricing is better than what is typically offered.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	As noted in Line Item 55, Peterbilt Motors has created a special sales code that is added electronically in our "Truck Specification Software" that designates the truck(s) being ordered as a Sourcewell transaction. Peterbilt dealers submit Sourcewell orders electronically to Peterbilt Motors. A quarterly report is generated that shows all trucks that were ordered with the code. Peterbilt's Sourcewell Manager then cross references the code with warranty start dates to determine what trucks were put into service during that particular quarter. Although not required by Sourcewell, Peterbilt Sourcewell Manager then obtains copies of all Peterbilt dealer invoices to the Sourcewell members for those trucks and verifies pricing meets the Sourcewell Contract. The trucks are then loaded onto the Sourcewell quarterly report and submitted to Sourcewell and at the same time submitted to Peterbilt accounting for check processing to pay Sourcewell. For trucks on the ground that were not ordered for particular Sourcewell deals (stock trucks), and therefore do not have the Sourcewell electronic code on them, dealers have been formally instructed through Peterbilt's Sourcewell dealer training material to notify Peterbilt Motors of any stock trucks that sell to a Sourcewell member. Dealers must also submit pricing for those stock trucks to Peterbilt's Sourcewell Manager to verify that the sell price meets our Sourcewell contract pricing.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Peterbilt will track each sale utilizing the quarterly report described in line 66. This report will be compared to other customer and regional sales reports at Peterbilt to determine if that quarter was a success. If orders are 50+ per quarter is deemed a successful program. Please note current market conditions limits exponential growth due to allocation.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Peterbilt Motors proposes to offer the flat \$500/truck administrative fee that was provided for our current Sourcewell contract.

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 1: All engines, fuel, and propulsion type chassis and cabs

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

Line Item	Question	Response *

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Peterbilt Motors offers the widest product line in the industry for Sourcewell members from class 5 to class 8. Peterbilt offers the following products: Cab over and conventional Medium, Vocational, Heavy, and EV Model 220: Cab-over cab. Truck configuration only (no tractor). 26,000 LBS GVW - 33,000 LBS GVW. 6.7 Liter diesel engine. Automated/automatic transmissions. Common applications include Street-Sweepers, Paint-Strippers, Stake-bed-trucks, and Van-body-trucks. Model 535: Conventional cab. Truck configuration only (no tractor). 19,500 LBS GVW. 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 536: Conventional cab. Truck configuration only (no tractor). 26,000 LBS GVW. Paccar 6.7 Liter or 9 Liter diesel engine. Automated/automatic transmissions. Common applications include Service/Mechanics-trucks, Stake-bed-trucks, flat-bed-trucks, and Van-body-trucks. Model 537: Conventional cab. Truck or tractor configuration. 26,000 LBS - 33,000 LBS GVW (52,000 LBS GVWR). 6.7 Liter or 9 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Van-body-trucks, hook-lift-trucks, and Utility-trucks. Model 548: Conventional cab. Truck or tractor configuration. 33,000 LBS - 66,000 LBS GVW & GVWR. 6.7 Liter or 9 Liter diesel or CNG/LNG engine. Automated/automatic or manual transmissions. Common applications include Dump/Plow-trucks, Vacuum-trucks, Crane-trucks, Refuse/Waste Collection-trucks and Tank-trucks. Model 567: Conventional cab. Truck or tractor configuration. 66,000 LBS - 80,000+ GVW & GVWR. 9 Liter, 11 Liter, 13 Liter, and 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Dump-trucks, Crane-trucks, Tank-trucks, and Low-Boy-tractors. Model 579: Conventional cab. Tractor configuration only (no truck). 66,000 LBS - 80,000 LBS GVWR. 9 Liter, 11 Liter, 13 Liter, or 15 Liter diesel engine and 12 Liter CNG or LNG engine. Automated/automatic or manual transmissions. Common applications include Van-Body-tractors, Flat-Bed-tractors, Tanker-tractors, and Low-Boy-tractors. Model 589: Conventional cab. Tractor or truck configurations. 80,000+ LBS GVW & GVWR. 13 Liter or 15 Liter diesel engine. Automated/automatic or manual transmissions. Common applications include Heavy-haul-tractors, Heavy-Dump-tractors, Low-Boy-tractors, and Heavy-Dump-trucks. Model 520: Cab-over cab. Truck configuration and limited tractor configurations. 66,000 LBS - 80,000 LBS GVW and 80,000 LBS GVWR. Automated/automatic or manual transmissions. Common applications include Refuse/Waste-Collection-trucks (Rear-Load, Automated-Side-Loader, Front-Loader, etc.), Paint-Stripping-trucks, and Concrete-Pumping-trucks. Additional details can be found at https://www.peterbilt.com/trucks
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck & related Parts: Peterbilt Motors Company and its sister division, Paccar Parts can provide comprehensive parts solutions (all makes/all models) for Sourcewell members. Some members can qualify for National Account Parts pricing depending on volumes. Paccar Parts offers and "Online Parts Counter" (https://parts.peterbilt.com/), 24/7-365 parts ordering, consolidated billing, and Universal Credit Lines. In addition, Several Peterbilt Dealers operate very large Parts operations with their own dedicated distributions centers and can provide comprehensive parts solutions to Sourcewell members by way of substantial discounts, delivery service, and inventory management services.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Each Peterbilt truck is built at one of our 3 manufacturing facilities. All components that make up each individual Vehicle Identification Number (VIN) are tracked by their serial number, at what station they were installed, by what employee, using what tools, at what specific time of the day and even the exact torque value of components fastened to the truck. This allows for optimum monitoring of supplier quality, any manufacturing errors, and insight into issues in the field (i.e. - failure in the field can more easily be traced to a particular batch of parts or a particular supplier, manufacturing process may need adjusted, etc.). Peterbilt Motors uses the highest quality materials that exceed most NHTSA, TMC, or SAE standards. All conventional cabs are aluminum in construction and use aircraft grade huck or henrob fasteners for assembly. Chassis strength: All OEMs use similar frame RAILS in regards to PSI/RBM - Peterbilt is the only OEM that uses FIVE 5/8" huck fasteners on each side of the crossmembers in the frame. This gives Peterbilt the absolute strongest frame in the industry - up to 600% stronger. Most of Peterbilt's conventional cabs (535/536/537/548/567/589) are constructed of aluminum and are fastened together with adjoining aluminum sheets overlapped (lap-seam construction) and fastened using robotically punched henrob fasteners along with 2 adhesives (structural & acoustic) to fasten the cab together. This superior frame and cab construction contributes to Peterbilt having 94% of it's trucks in-serviced in 1999 STILL being in-serviced in 2024! - Class leading durability. Safety features include: Bendix ESP Stability Control System Bendix Wingman collision mitigation Meritor OnGuard Smart Traction Control Battery disconnect switches Auto Neutral activates with parking brake Brake lock PTO control Seat belt and occupancy sensor Remote keyless entry Optional Severe Service Cab Orange/Red seat belts RollTek Air-bag equipped seats Other Peterbilt features & benefits/advantages: FRAME • Steel rails with gussets to maximize RBM. • Huck bobtail fasteners provide a consistent and durable clamping force up to 600% greater than bolted frames. Tamper resistant round head and collar offers improved paint adhesion and corrosion resistance. Swage indicating features on collar allows for visual inspection of clamped joint. • 3-piece C-Channel crossmember with cast gussets for the strongest crossmembers in the industry. • Each crossmember is attached with FIVE 5/8" huck fasteners making for the strongest frames in the industry. • Rubber-lined clamps along frame rail to protect air & electric lines routed in frame. • Chassis hose and wiring bundles conveniently routed through gussets provides protection for lines. • Stanard front wheel mudflaps reduce road spray, help maintain a cleaner truck and better visibility. • Two frame mounted tow pins standard. STEER AXLE • Available with set forward front axle configuration for a smoother ride or set back front axle configuration for increased maneuverability and optimized weight distribution. • Factory front axle alignment to improve handling and reduce tire wear. • Zerk fittings on tie rod ends, king pins, and draglink ball joints for ease of maintenance and help extend service life of components. • Greaseless spring pins reduce maintenance and improve ride quality. • Standard oil seals for long lasting leak protection.

- Cognis EMGARD® Synthetic Axle Lube reduces wear and extends maintenance intervals, resulting in increased uptime. Provides improved fluid flow to protect components in extreme cold conditions and withstand the stress from high temperatures, extending component life.
- Glidekote splines on steering shaft extend service life of components.
- DRIVE AXLE
- Laser factory axle alignment (accurate to .030 of an inch) to improve handling and reduce tire wear.
- Magnetic rear axle oil drain plug captures and holds any metal fragments in drive axle lube to extend service life.
- Parking brakes on ALL drive axles for optimal performance.
- Cognis EMGARD® Synthetic Axle Lube for all Rear Axles.

ENGINES & RELATED SYSTEMS

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

TRANSMISSION & RELATED SYSTEMS

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

AIR SYSTEM

- Engine mounted air compressor with remote mounted air system filter dryer to reduce moisture in air system components.
- Teflon-lined, stainless steel braided compressor discharge hose provides long service life in high operating temperatures.
- Schrader valve for charging of air system from external source.

FUEL TANKS

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

ELECTRICAL SYSTEM

- Multiplex electrical design utilizing the industry standard J1939 data bus that sends multiple signals over a single wire instead of having an individual wire for each function. This allows each component (engine, transmission and instrumentation) to communicate to each other. This design improves reliability and offers increased functionality. Standard are two RP1226 connectors inside the cab for easy connections.
- Proprietary Electronic Service Analyst (ESA) allows dealer to monitor the electrical system, isolate sensors and gauges, and keep a log of service history.
- Automatically resetting circuit breakers in selected circuits
- Braided chassis harness cover provides durability.
- Convoluted tube covering on harnesses protects from chaffing.
- Wires numbered every 4 inches or less for ease of serviceability.
- Power distribution center in cab is centrally located in a protected environment for easy access.

CAB / HOOD

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

CAB INTERIOR

- Upper and lower dash panels in a dark charcoal color that is not only easier to clean and shows less scratches and scuffs, but also improves driver visibility due to less glare.
- Contoured door pads featuring integrated ergonomic armrests for driver comfort
- LH & RH door mounted map pockets with built-in courtesy lights
- Power lift passenger window controls integrated into the door panel are within easy reach of the driver for safe and convenient operation.
- Padded vinyl headliner is easy to clean.
- Two inside sunvisors with map straps provide driver and passenger comfort and convenience.
- Two coat hooks for driver and passenger convenience.
- Integrated cup holder in dash
- Cast rubber flooring with integral sound barrier.

		• Heater / air conditioner with dedicated side window defroster • Adjustable steering column • Key start ignition for an automotive feel. • Ignition and doors keyed alike for driver convenience. • Cigar lighter and ashtray with power port • Integrated "dead pedal" for driver comfort. • Five ergonomically positioned entry / egress grab-handles • Proprietary non-slip threshold plate accented with a chrome inset and Peterbilt Red Oval adds a touch of Peterbilt class to safety and convenience. • Header mounted dome light • Driver and passenger dome and reading lights • Footwell lighting • 12-volt and USB power outlet in dash • Peterbilt in-dash Navigation System available LIGHTS • State-of-the-art LED and halogen projector module headlights increase visibility. • 'Headlight On Warning' when headlights are active with door open and ignition off. The high beam headlamp icon flashes and sounds an audible alarm. • Headlights turn on automatically when windshield wiper blades are activated. • Polished cast aluminum headlight pod housing with LED side-turn indicators and an impact resistant lens matches durability with style. DASH & INSTRUMENTATION • Driver Information Display that allows the driver to view diagnostic information and monitor truck system behavior. Information such as fuel economy, optimum engine speed and engine and transmission system management provides driver feedback and improves operating performance. • Ergonomic dash provides enhanced driver comfort and productivity. • Dash features an "in-mold" color process that imbeds the color into the material making the color permanent and eliminating peeling and fading. • LED backlit gauges to prevent eye fatigue. • Standard warning lights with audible alarm for high coolant temperature, low oil pressure and low air pressure • Warning indicators for high beam, parking brake, turn signals, low fuel, road surface ice potential • Seat belt reminder • Cruise control for driver convenience. • Rocker switches with long-life LED indicators that are easy to reach for driver safety and convenience. PAINT • The best paint in the industry: Dupont Imron Elite two-stage non-metallic paint, one color cab / hood
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Peterbilt hoods tilt a full 90-degrees providing class-leading engine compartment access for optimum serviceability of all components. All other OEMs hood tilt at approximately up to 75-degrees or worse. In addition, Peterbilt's conventional cabs do NOT have dog-houses which push the back end of the engine into the cab. Peterbilt's engine bay with no dog-house provides the best engine access for service in the industry. Peterbilt offers individually replaceable gauges that allow for fast & inexpensive gauge replacement. Approximately 10 minutes & \$50 to replace a gauge in the gauge "cluster" vs ALL other OEMs needing the entire cluster replaced if 1 gauge goes out - approximately \$1,200 & 1-2 hours. Peterbilt's cabin air filter is located out of the elements and easy to access near the passenger footwell. Other OEMs have external cabin air filters that require the windshield cowl to be removed and are exposed to the elements. Peterbilt uses weatherpack connectors with o-ring seals on wiring connection points to keep the elements out and provide secure connections. All wires clearly numbered (every 4 inches) and include aluminum tags to help identify them for easier service. Air lines are color-coded for simple tracing. Published Labor Times for Common Maintenance and Repair Items Show that a Peterbilt can Save up to 20% on Labor Costs Peterbilt trucks come standard with on-board-diagnostics, visible to the driver via the 7" or 15" digital displays. The on-board diagnostics will alert the driver of a fault code and provide the fault code number and a brief description. If the fault requires service soon or immediately the display will provide the driver with the level of the fault and the time (in hours) to de-rate and if severe, the time in hours to (shut- down). If, for example, a fault has a time in hours to de-rate of 5-hours and the operator has only 2 hours left in their route, they can finish their route and return to their shop or take to the dealer at the end of their route. Without on-board- diagnostics and just a simple dash light, operators would often times cut their route off as soon as the light illuminated. Peterbilt also offers Remote-diagnostics via our standard SmartLinq system. SmartLinq provides the same information noted above (on-board-diagnostics) but additionally through a desktop and/or mobile app format. The SmartLinq web portal can be set up for management by one or several fleet personnel and provides a dashboard that will display a map of all SmartLinq-enabled trucks the fleet operates. The vehicles move on the map in real time and will display color-coded symbols to denote their current operating status (i.e. green-normal, yellow-service soon, red-service now, etc.). Each truck can be clicked on for more detailed information. Email notifications can be set up to alert the fleet SmartLinq administrator(s) when a truck experiences a fault code and can be tailored to only alert when faults are mission disabling, etc. More information can be found at https://www.peterbilt.com/why-peterbilt/purposeful-innovation Peterbilt dealers offer "RapidCheck" service. Peterbilt launched the Rapid Check service program to provide diagnostics and an estimate of repairs in two hours or less. The program is available throughout the more than 432 locations in the Peterbilt dealer network. Within two hours, Rapid Check provides basic vehicle diagnostics, with more complex diagnostics if necessary. The information is evaluated and repairs are provided along with an estimated time needed to complete the work - again; all within 2 hours. The service is being offered to maximize customer uptime. The service is available for ANY truck make or model, not just Peterbilt.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 4 chassis.	*
75	Class 5 chassis	☒ Yes ☐ No	Internal Combustion Engine fuel types (ICE)	Conventional cab. Truck only. Body- installation unlimited. Up to 19,500 LBS GVW	*
76	Class 6 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 26,000 LBS GVW and 52,000 LBS GVWR	*
77	Class 7 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 33,000 LBS GCW and 66,000 LBS GVWR	*
78	Class 8 chassis	☒ Yes ☐ No	Both Chassis Types (ICE and BEV)	Conventional cab & Cab-Over. Trucks & tractors. Body-installation unlimited. Up to 160,000 LBS GVWR.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Internal Combustion Engine fuel types (ICE)	Peterbilt does not offer Class 3 chassis.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 4 chassis.	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	☐ Yes ☒ No	Peterbilt does not offer Class 5 chassis.	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	☒ Yes ☐ No	Class: 6 GCWR: 26,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 10,000 lbs. Rear Axle & Suspension: 17,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	☒ Yes ☐ No	Class: 7 GCWR: 33,000 lbs. Used for: Local Pickup, Delivery & Regional Haul/Beverage Max Horsepower: 355 hp (265kw) - 499 hp (372kw) Front Axle & Suspension: 12,000 lbs. Rear Axle & Suspension: 21,000 lbs. Est Daily Range: 100, 150 or 200 Miles Per Charge Minimum Charge Time: 2.1 Hours Box Size Configurations: 24', 26', 30'	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	☒ Yes ☐ No	Model 579EV Class: 8 GCWR: 82,000 lbs. Used for: Regional Haul, Drayage Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 12,000 - 14,600 lbs. Rear Axle & Suspension: 40,000 lbs. Est Daily Range: 150 Miles Per Charge Minimum Charge Time: 3 Hours Model 520EV Class: 8 GCWR: 66,000 lbs. Used for: Right-Hand Side Loader and Rear Loader Refuse Collection Max Horsepower: 670 hp (500kw) Front Axle & Suspension: 20,000 - 23,000 lbs. Rear Axle & Suspension: 46,000 lbs. Est Daily Range: 80 - 120 Miles Per Charge (1,100 Bin Pickups) Minimum Charge Time: 3 Hours	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	☐ Yes ☒ No	Peterbilt does not offer Class 3 chassis.	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

- [Pricing](#) - 00-2024 Peterbilt Pricing Example.JPG - Tuesday March 26, 2024 17:38:03
- [Financial Strength and Stability](#) - 01 - PACCAR Annual Report.pdf - Tuesday March 26, 2024 17:38:15
- [Marketing Plan/Samples](#) - 02 - Marketing Plan.pdf - Tuesday March 26, 2024 17:38:32
- [WMBE/MBE/SBE or Related Certificates](#) - 05-Montana Peterbilt LLC-MBE.pdf - Tuesday March 26, 2024 17:39:01
- [Warranty Information](#) - 03 Warranty Procedure Manual and Schedule.pdf - Tuesday March 26, 2024 17:39:26
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - 00-Peterbilt Dealer Locations.xls - Tuesday March 26, 2024 17:40:44

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

- 1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
- 2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
- 3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
- 4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
- 5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
- 6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
- 7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
- 8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
- 9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
- 10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
- 11. Proposer its employees, agents, and subcontractors are not:
 - 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/ndnlist.pdf>;
 - 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Phillip Hall, National Account Manager, Peterbilt Motors Company

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

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.
Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☒	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☒	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☒	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☒	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☒	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☒	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☒	1



SUBJECT: Sourcewell Customer Pricing CY2024-2028

**DB # 24-21
DATE: 09-16-24**

Peterbilt is excited to announce the extension of the Sourcewell Customer Pricing program for 2025-2028. Sourcewell, formerly NJPA, holds national contracts that offer an easy, time-saving procurement process for all levels of government and education. The discount by model represents the "% Off List" price the customer will pay when ordering units on the Sourcewell program.



Sourcewell

Formerly NJPA



Sourcewell Customer Pricing CY2024-2028

Peterbilt Motors Company Contract #032824-PMC

July 29, 2024

REVISION

Model	Model 220	Model 220EV	Model 535	Model 536	Model 537	Model 548
Average List Price	\$119,000	\$367,900	\$115,500	\$128,000	\$145,800	\$177,000
CY2024-2028 Sourcewell DISCOUNT	5%	5%	15%	15%	15%	15%
Estimated Sourcewell Customer Price	\$113,050	\$349,505	\$98,175	\$108,800	\$123,930	\$150,450

Model	Model 567	Model 579	Model 579EV	Model 589	Model 520	Model 520EV
Average List Price	\$281,000	\$264,700	\$662,700	\$294,000	\$284,000	\$690,300
CY2024-2028 Sourcewell DISCOUNT	25%	25%	25%	25%	25%	25%
Estimated Sourcewell Customer Price	\$210,750	\$198,525	\$497,025	\$220,500	\$213,000	\$517,725

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Labrie Environmental Group USA Inc., 175-B Rte, Marie-Victorin, Levis, Qc, Canada G7A 2T3 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
- 2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
- 3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
- 4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

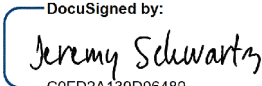
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

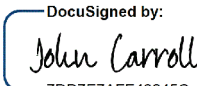
22. CANCELLATION

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

Sourcewell

Labrie Enviroquip Group USA Inc.

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/22/2023 | 12:45 PM CST

DocuSigned by:

7DD7E7AFE43245C...
By: _____
John Carroll
Title: Vice President Sales & Marketing
Date: 12/22/2023 | 12:21 PM CST

Approved:

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/22/2023 | 1:22 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Labrie Enviroquip Group
Address: 175-B, route Marie-Victorin
Levis, Quebec G7A 2T3
Contact: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Phone: 920-312-6124
HST#:

Submission Details

Created On: Tuesday September 19, 2023 08:19:03
Submitted On: Wednesday November 01, 2023 10:04:25
Submitted By: Andrew LeVasseur
Email: andrew.levasseur@labriegroup.com
Transaction #: 492a3f6b-4026-4c80-bbb0-72a6f4b65ba9
Submitter's IP Address: 97.94.51.96

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Labrie Environmental Group USA INC.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Enviroquip LLC Enviroquip Parts LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	LEG Purchaser INC LEG Holding INC Labrie Environmental Holding LP Labrie Parts Corporation	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	We do not currently have a CAGE code as we sell through our distributor network and not directly to the federal government.	*
5	Proposer Physical Address:	175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3	*
6	Proposer website address (or addresses):	www.groupelabrie.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	John Carroll Vice-President Sales and Marketing 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 john.carroll@labriegrup.com P: 1-800 463-6638 x6223 M: (214) 897-6093	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andy LeVasseur Regional Sales Manager 175-B Rte Marie-Victorin Levis, Qc, Canada, G7A 2T3 andrew.levasseur@labriegrup.com M: (920) 312-6124	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Not applicable John and Andy are the main contacts	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Labrie Environmental Group is a renowned leader in the manufacturing of equipment for the solid waste industry in North America, with a strong presence through its Leach™, Labrie™, and Wittke™ brands. In late 2020, the Labrie Group was acquired by Wynnchurch Capital LLC, headquartered in Illinois, USA. The company operates three major manufacturing facilities, strategically located in Lafayette, GA, USA; Levis, QC, Canada; and San Luis, Mexico (near Yuma, AZ), where it focuses on the production and delivery of Leach™, Labrie™, and Wittke™ collection vehicles for waste refuse. To distribute and support its products, Labrie Group relies on a robust distributor network that spans the United States and Canada. Additionally, the company owns and operates LabriePlus™ Parts & Service support centers in Oshkosh, WI, USA, and Levis, QC, Canada. What sets the Labrie Group apart from its competitors is its commitment to technological innovation and sustainable practices. The company invests heavily in research and development to offer greener, more efficient, smarter, and safer equipment. Labrie Group has earned recognition for its design and manufacture of manual, semi-automated, and fully automated side-loading collection vehicles, including the groundbreaking Expert 2000™, which was launched in 1994. As masters of automation, Labrie is the only manufacturer that engineers and builds its own drop-frame vehicles in-house. In 1999, Labrie Group became the first manufacturer in its industry to obtain ISO 9001-2000 certification, a testament to its commitment to quality and excellence. In 2004, Labrie acquired a dedicated plant for producing automated arms, lifters, and tippers. Two years later, in 2006, the company introduced the Expert 2000, an improved version of its original Expert line, featuring a tapered body and drop frame, which gained significant popularity across North America. That same year, Labrie further expanded its product offerings by acquiring the parts business and assets of Leach™ and Wittke™ from Federal Signal Corporation, adding rear loading and additional front-loading platforms. In October 2006, Labrie Environmental Group unified its brands, Labrie™, Leach™, and Wittke™, under one corporate umbrella. Since then, Labrie Environmental Group has maintained its commitment to innovation and has consistently launched industry-leading products. Beginning in 2020, Labrie has prioritized the centralization of its information systems technologies to further enhance support for its partners and clients. In line with this, the company has successfully introduced several new products that have gained significant recognition in the industry. These include the Alley-Hand arm, the Automizer Pendulum Packer and the EnviroLink - Smarter Collection Technology notably. Looking ahead, The Group has an exciting roadmap of planned innovations that will continue to shape and redefine the solid waste industry in the coming years. Labrie serves a diverse clientele in the waste sector, ranging from small to large private haulers, national waste management service providers, and a wide range of customers that includes hundreds of small towns, counties, major municipalities, and cities. The company has established itself as a trusted partner for these customers. Labrie Group has demonstrated its commitment to innovative and sustainable solutions by being an early adopter of Natural Gas as an alternative fuel, gaining extensive experience with Compressed Natural Gas (CNG) and Liquefied Natural Gas (LNG). In addition to these alternative fuel options, the company has recently expanded its offerings to include electrically motorized Labrie and Leach trucks (EVs), further solidifying its dedication to sustainable transportation solutions. With a robust distributor network that includes dealers, parts, and service centers spanning across Canada and the United States, world-class manufacturing facilities, and strong, dedicated partners, the Labrie Group has firmly established itself as a leader in the essential waste industry. The company is committed to providing innovative solutions and setting industry standards with its renowned products. With a keen awareness of evolving customer needs, Labrie Environmental Group remains well-positioned in the marketplace and ready to expand its operations. In this regard, we eagerly await an award from Sourcwell for our proposal as we seek to strengthen and maintain our successful partnership.	*
11	What are your company's expectations in the event of an award?	Labrie's expectation in the event of an award would be to continue to build on the success of our previous Sourcwell contracts and provide Sourcwell members continued product value in the marketplace.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As a privately held company our financial statements are not made public. We have attached our audited financials; however, we require the audited statement provided be held confidential. We would welcome any inquiry of our banking resources and will make that contact available. Also, our Levis QC location is free of any encumbrance.	*
13	What is your US market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in the US is estimated at 25%.	*
14	What is your Canadian market share for the solutions that you are proposing?	Labrie's estimated market share across all platforms (rear loader, front loader, and side loader) in Canada is estimated at 40%	*

15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Labrie has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Labrie utilizes a skilled and experienced distributor network for sales, support, and service. Currently there are thirty certified Labrie distributors in the USA and Canada. In addition to the certified distributors Labrie also has eight Regional Sales Managers, five Field Service Managers, and two full time demo operators to assist with any Sourcewell members requests.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie Group is certified as a final stage manufacturer. Other certifications and standards Labrie Group complies with are : Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Labrie has not been involved in any suspension or disbarment.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Labrie Environmental Group manufactures Labrie side loaders, Wittke front loaders, and Leach rear loaders at manufacturing facilities located in Levis Quebec, LaFayette Georgia, and San Luis Arizona. With endless options and configurations Labrie specialized in custom manufacturing to guarantee the Sourcewell member gets the correct product for their unique application. Our extensive distributor network in the USA and Canada provides local sales, rentals, parts, and service support to assist the Sourcewell members needs.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Labrie automated side loaders Wittke front loader Leach rear loaders Manual side loaders Recycling and multicompartment collection vehicles Expert drop frame side loaders Commercial side loaders CNG solutions Electric vehicle solutions Dual Drive / Right Hand drive chassis configurations
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Labrie offers chassis solutions through our stock chassis pool. We collaborate with Freightliner, Mack, Autocar, Peterbilt, and Battle Motors to get Sourcewell members the correct configuration for their applications. In addition to our stock chassis pool our extensive distributor network also secures various chassis for their own distributor stock pools. With the chassis shortages we are currently seeing in the marketplace the above options give the Sourcewell member a advantage for securing equipment in a timely manner.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Labrie currently offers a full line of products mounted on electric / hybrid chassis.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Labrie and our distributor network offers Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies to Sourcewell / Canoe members in US and Canada
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	Labrie and our distributor network offers a wide range of chassis, including diesel, CNG, hybrid or alternative fuel, and electric powered chassis to Sourcewell / Canoe members in the US and Canada through our stock chassis program..
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	Labrie is constantly evaluating and improving our products across all platforms with operator and vehicle safety in mind.
26	Maintenance services	☒ Yes ☐ No	Labrie and our distributor network can assist with a members specific maintenance requirement and develop a plan that is tailor fitted to the member.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Labrie is offering a discount off list price exclusive to Sourcwell member only.

Table 5: Pricing and Delivery

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

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Labrie's pricing model will include line item pricing that includes the Sourcwell member specific discount. Labrie will be providing United States and Canadian Price List to cover its vast Sourcwell members. Both price lists will be uploaded in the documents section in the Sourcwell Portal.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Labrie will offer Sourcwell Members a 2% discount on all products off current list price.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity and volume discounts will be honored and evaluated individually between Labrie and the selling distributor that will be specific to the Sourcwell member as needed.	*
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Labrie will continue to work with our distributor network and utilize our vast industry relationships to provide the Sourcwell member competitively priced open market options. Chassis provided by Labrie as sourced equipment will be at cost plus 5%. Open market or non standard options will be at cost plus 10%. Examples of these items may include auxiliary axle installations, driveline retarders, member specific nonstandard options.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the Sourcwell members need and familiarity with Labrie products some elements not included in to total acquisition cost include operator and service training, pre-delivery inspections, and local freight charges. Depending on the Sourcwell members need and locations these charges would range from \$2,000 - \$4,000.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping is included with our price to the Sourcwell member.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We regularly deliver product to Alaska , Hawaii, Caribbean islands and other international destinations, in addition to, of course, Canada. There is an added cost due to distance, added handling and ocean freight. There is also detailed timing required in order to be loaded onto ships. We are very familiar with handling all of these added details.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer all typical delivery methods (driveaway, flatbed) plus the ability to ship via rail for long range North American shipments.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Labrie's payment terms are net 30 days. Labrie will accept check, cash, wire, electronic bank transfer as payment methods.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	If Sourcewell members request leasing or financing options Labrie will recommend NCL Government Capital. In addition to NCL Government capital, our premium distributor network has numerous financing and leasing options from local and regional finance agencies.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Labrie will continue to use our custom Sourcewell End User quote and Sourcewell End User invoice once truck is complete. Please see the attached documents. Both the quote and invoice include detailed information on the Sourcewell member name, product offered, product options, price, and terms and conditions.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Labrie does not accept the P-card payment process at this time due to price of equipment sourced.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We produce all Sourcewell quotes at the factory so proper pricing is ensured. All Sourcewell quotes have the Sourcewell logo and contract number at the top to identify them so the buying entity can be confident that the pricing, procedure and fees are proper. We have controls in place and system to provide accurate and complete quarterly reporting and payment of fees back to Sourcewell. This process is managed by the Sourcewell contract administrator and also Labrie's Corporate Controller. We feel this process has gone very smoothly over the last eight years we have had the contract.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Labrie internally will continue to track Sourcewell contract success in a monthly and quarterly sales review meeting based on previous years contract results. Labrie will also continue to hold quarterly meetings with Sourcewell Account Managers to ensure success of contract.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Labrie is proposing a 1.5% administrative fee exclusive of freight, local delivery service, and pre delivery inspection.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Labrie Environmental Group was the first manufacturer to become ISO 9001 certified and conforms to the latest ISO 9001:2015 Certification. The Labrie Group continues to operate to these standards by undergoing re-certification on an annual basis. All of our products are designed and built meeting ANSI Z245.1-2017 standards. Labrie is certified as a final stage manufacturer. Other certifications and standards Labrie complies with are: Occupational Safety and Health Administration (OSHA) Standards USA Compress natural gas system CNG NFPA 52 Federal Motor Vehicle Safety Standards (FMVSS) Environmental Protection Agency (EPA) Emission Standards Canadian transportation CMVSS Canadian Safety national mark #394 CSA Standard W47.1 Canadian Certification of Companies for Fusion Welding of Steel Canada Compress natural gas system CNG CSA B109	*
44	What percentage of your sales are to the governmental sector in the past three years	Labrie's percentage of sales to the governmental sector is the past three years is 43%. This percentage has continued to rise over the past few years due to an increased Labrie sales force and also better distributor locations throughout the US and Canada.	*
45	What percentage of your sales are to the education sector in the past three years	Labrie's percentage of sales to the educational sector in the past three years is 1%. Our main educational sector customers include universities and public school systems who still have inhouse refuse and recycling collection.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our distribution network currently holds Texas Buyboard Contract, Florida Sheriffs Contract, North Carolina Sheriffs Contract, and the Educational Services Commission of New Jersey Contract. The annual sales volume for the Texas Buyboard contract averages \$2 Million USD a year for a total of \$6 Million USD over the past 3 years. The annual sales volume for the Educational Services Commission on New Jersey Contract averages \$3 Million USD a year for a total of \$9 Million USD over the past 3 years. The annual sales volume for the North Carolina Sheriffs contract averages \$1.5 Million USD a year for a total of \$4.5 Million USD over the past 3 years. The annual sales volume for the Florida Sheriffs contract averages \$4 Million USD a year for a total of \$12 Million USD over the past 3 years.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Labrie does not currently hold any GSA or SOSA contracts.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Toronto	Government	ON - Ontario	Labrie Automated Side Loader	60 Total Units	\$8.2 Million Dollars	*
City of Miami Dade County	Government	Florida - FL	Labrie Automated Side Loaders	45 Total Units	\$4.9 Million Dollars	*
City of Washington DC	Government	District of Columbia - DC	Leach Rear Loaders	39 Total Units	\$3.6 Million Dollars	*
City of Tacoma	Government	Washington - WA	Labrie Automated Side Loaders and Wittke Front Loaders	45 Total Units	\$5.1 Million Dollars	*
City of Salt Lake City	Government	Utah - UT	Labrie Automated Side Loaders	43 Total Units	\$5 Million Dollars	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County, Florida	Danny Diaz Fleet Management Division Director Department of Solid Waste Management	305-541-6691	*
City of Cedar Rapids Iowa	Joy Huber Fleet Services Manager	319-286-5886	*
City of Loveland Colorado	Tyler Bandemer Solid Waste Superintendent	970-962-2000	*
City of Hobart Indiana	Kelly Smith Director of Public Works	219-942-6121	
City of East Chicago Indiana	Jaylan Robinson Fleet Services Manager	219-942-6121	

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
50	Sales force.	Labrie's factory sales force consists of 8 experienced Regional Sales Managers and a VP of Sales. The RSMs work remote to cover their geographic area and assist the distributors with all facets of their business with Labrie. Additionally, there are Product Specialists located in the Quebec and Georgia facilities to assist with application and quoting of product. See the uploaded location map.	*
51	Dealer network or other distribution methods.	Labrie's distribution network covers all 50 states and each of the Canadian Provinces, with the exception of Quebec which is covered factory direct. Each distributor has significant sales and service resources dedicated to Labrie. See uploaded map.	*
52	Service force.	Our distribution network invests heavily in parts inventory and in mechanics to service our equipment. Many offer mobile service or truck pick-up. Supporting that network is Labrie factory service team consisting of 6 field-based Field Service Representatives that each support a group of distributors. We also have a factory based tech service group to provide support over the phone. See uploaded map.	*
53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes for Sourcewell customers are produced internally by Labrie customer service to ensure that the proper pricing and fees are applied. The finished quote is then delivered by the local Labrie Distributor to the Sourcewell customer. Order will then be placed with the local distributor, who will in turn submit it to Labrie customer service for processing. Then the distributor will be responsible for delivering the finished unit.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Labrie customer service has access to all of the details of the Sourcewell contract and what is required to process those quotes and orders. We will generally turn Sourcewell requests into a delivered quote within 48 hours. Delivered unit times vary with type of equipment but are typically 120 days form receipt of chassis. We also have a factory stocking program that can greatly reduce that time.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Labrie feels that Sourcewell is a very valued platform and partner for us to market our products. We think we have proven that over the last 8 years with multiple hundred successful unit deliveries to Sourcewell entities.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are fully willing to work with the Sourcewell/ Canoe platform in Canada. We have created a Canoe specific Canadian price list and our team there is trained and ready. This will be uploaded in the pricing section.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Labrie will have full coverage in the US and Canada	*
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will fully service all Sourcewell entities. We have full geographic coverage and no restrictions.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We deliver units to Hawaii, Alaska and the Caribbean on a regular basis. There are no real restrictions other than added freight cost and logistical timing with ocean traffic. Our logistics group is very familiar with the requirements.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We start with advertising Sourcewell on all 4 of our websites: labriegroup.com, labrietrucks.com, leachtrucks.com and wittkettrucks.com. These feature a Sourcewell page with a link out to our page on the Sourcewell site. We display Sourcewell flags and banner at the regional and national shows we participate in annually. Our distributors also display the Sourcewell logo and in some cases our contract number on their literature, web sites and at their own local trade shows. Our Regional Sales Managers train our distributors to promote Sourcewell as they sell and to set up new Sourcewell members.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our sales enablement platform, Showpad, to drive more digital content to our distributors and their customers, including reference to our Sourcewell contract. We rely heavily on our distributors local marketing efforts to expand our reach to the market. They are all trained to promote Sourcewell as part of those efforts.	*
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	If our contract is renewed, it will be business as usual for the last eight years. We will continue to successfully promote and utilize the platform. We enjoy the support, training and insight provided by Sourcewell as we move through the process of selling.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We go to market exclusively through our distributor network and only offer electronic ordering to them.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Labrie offers service, operator and maintenance training to all Sourcewell members. Depending on the members exact training requirement this can be performed by our skilled Labrie training department or also the supplying distributor. If this was a Sourcewell customer that is new to the Labrie products this would be a standard training procedure. If the member is a returning customer and familiar with our product training would be optional based on members training needs. The standard training would be at no charge to the member. Optional training would be handled as a "non standard option" and charged accordingly to the members specific training requirements.	*
65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	Service and operator safety has always been a focus at Labrie. On our Wittke Front Loader and Labrie Side Loader products we have designed our products with safety in mind. One example includes the arm and body valve section being located on the side of the body to ensure the service technician is on ground level and out of traffics way for any repairs. Many of our competitors have this valve section located between the body and chassis which is very dangerous for the service technician. From an operators standpoint our products are all ergonomically designed and well labeled for operator confidence.	
66	Describe how the equipment you propose simplifies the operation for end-users.	Labrie products are turn key to the end user once they take delivery of our product. These products are immediately ready for route when delivered. All products are designed and manufactured with the operator in mind for safe and efficient operation. We offer the Sourcewell member a product that can be manufactured exactly to their needs on various chassis platforms that include electric, compressed natural gas, and also diesel.	
67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	Operator and mechanic safety continues to be a focus at Labrie when manufacturing our products. Our exclusive Envirolink Multiplex system allows communication of cameras and monitors, diagnostic tools, safety interlocks, alerts, gps tracking, for a smart collection package. This system provides the mechanic and operator all performance and troubleshooting data at the touch of a button and staying out of harms way. Proximity switches and warning decals continue to be a manufacturing standard as well.	
68	Describe any technological advances that your proposed products or services offer.	Technological advances also tie back into our proprietary Envirolink Multiplex system. A few features this system provides is onboard scale system infrastructure, collision detection systems, and gps capabilities. These features all create a smarter and more efficient product in the field.	*
69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	All factories utilize waste, steel and cardboard recycling programs. Recent project transitioned all paint to the electrostatic paint process that has reduced the amount of paint used by 28%. This process has also reduced our VOC content by 12%	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ISO 9001 Certified Factory	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Labrie currently doesn't hold any WMBE, SBE, or veteran owned certifications.	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Labrie is proud to work with the most expansive and knowledgeable distributor network in the United States and Canada. Along with Labrie these distributor networks create local support to the Sourcewell member for all things parts, service and warranty. Labrie continues to invest heavily internally. With three manufacturing facilities and world class engineering we continue to provide Sourcewell members solutions that exceed expectations and remain a top refuse manufacturer in the industry.	*

Table 14: Warranty

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

Line Item	Question	Response *	
73	Do your warranties cover all products, parts, and labor?	In general, yes. Please refer to the attached warranty policy and procedure.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes. Please refer to the attached warranty policy and procedure.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	This is not typical. This expense is usually handled by our distributor.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have very solid service coverage for the US and Canada. In the event there is a rare exception we support the customer performing the repair or we will support the repair from the factory.	*
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	No, we will provide warranty coverage for our manufactured product only (Labrie, Leach and Wittke product). Our distributors will support warranty on other quoted products supplied by them.	*
78	What are your proposed exchange and return programs and policies?	Please refer to the attached warranty policy and procedure.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts would be provided and performed as an option by our local distributor.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	☐ Yes ☒ No

Documents

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

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

- [Pricing](#) - Pricing (zipped) Folder.zip - Wednesday October 25, 2023 13:15:30
- [Financial Strength and Stability](#) - LEG Purchaser Inc. and Subsidiaries-2022-FS096817 13 march 2023.pdf - Wednesday October 25, 2023 13:16:51
- [Marketing Plan/Samples](#) - Marketing Plan and Samples.zip - Wednesday October 25, 2023 13:20:00
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Zipped Folder.zip - Wednesday October 25, 2023 13:23:42
- [Standard Transaction Document Samples](#) - Transaction Documents(zipped) Folder.zip - Wednesday October 25, 2023 13:24:27
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Bid Documents Compressed (zipped) Folder.zip - Wednesday October 25, 2023 13:24:53

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Labrie #110223-LEG

Pricing for contract #110223-Leg offers Sourcewell participating agencies the following discounts:

- 2% discount off current list price
- In addition, volume discounts may be honored and evaluated individually between Labrie and the selling distributor specific to the Sourcewell member

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING THE SUPPLEMENTAL TERMS & CONDITIONS WITH SOLID WASTE
SYSTEMS EQUIPMENT, LLC FOR THE PURCHASE OF ONE WASTE REFUSE COLLECTION
TRUCK**

WHEREAS, the City of Olympia has determined that it has the need for one waste refuse collection truck to replace an existing truck that has reached the end of its useful life; and

WHEREAS, the City, through the SourceWell Cooperative Purchasing program, is able to purchase the necessary waste refuse collection trucks for the favorable price of \$473,417.62; and

WHEREAS, the City and Solid Waste Systems Equipment, LLC, have reached an agreement for the purchase of one truck;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the purchase of one waste refuse collection truck from Solid Waste Systems Equipment, LLC, for an amount not to exceed Four Hundred Seventy Three Thousand, Four Hundred Seventeen and 62/100 Dollars (\$473,417.62).
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia, the Supplemental Terms & Conditions, and any other documents necessary to obligate funds for the purchase of one waste refuse collection truck, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Supplemental Terms & Conditions, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



SENIOR DEPUTY CITY ATTORNEY

**AMENDMENT NO. 1 TO
TELECOMMUNICATIONS MASTER USE PERMIT ISSUED TO ZIPLY FIBER PACIFIC, LLC**

THIS AMENDMENT is effective as of the date of the last authorizing signature below by and between the **CITY OF OLYMPIA**, a Washington municipal corporation (the “City”), Ziplly Fiber Pacific, LLC, a Delaware Limited Liability Company (“Ziplly Fiber”), and NFC Northwest, LLC, a Delaware Limited Liability Company (“NFC Northwest”).

RECITALS

1. Ziplly Fiber is a telecommunications company providing communications and telecommunications services; Ziplly Fiber provides internet services to residential and business customers through its fiber-optic broadband network;
2. In April, 2024, through Ordinance 7392, the City granted Ziplly Fiber a non-exclusive Master Use Permit, granting Ziplly Fiber “the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way,” that Master Use Permit was granted for a term of five years and is effective until April 21, 2029;
3. Since being granted the Master Use Permit, Ziplly Fiber has proceeded to build out its fiber-optic broadband network in Olympia, serving residential and business customers in those areas of the City reached by its network; however, Ziplly Fiber’s full build-out of its planned network in the City is not yet complete;
4. In August, 2025, Ziplly Fiber Pacific, LLC was bought by BCE, Inc. (a holding company for Bell Canada); though owned by BCE, Inc., Ziplly Fiber continues to operate as an independent subsidiary of BCE, Inc. with its headquarters in Kirkland, WA;
5. In May, 2025, BCE and Public Sector Pension Investment Board (one of Canada's largest pension investors) (“PSP Investments”) formed Network FiberCo, LLC, a partnership to accelerate the development of Ziplly Fiber’s network through PSP’s investment in Ziplly Fiber’s build-out of its network; PSP investments owns 51 percent of Network FiberCo LLC and BCE (through Ziplly Fiber) owns the remaining 49 percent; Network FiberCo LLC in turn owns NFC Management, LLC, and that entity owns NFC Northwest;
6. Under this partnership structure, Ziplly Fiber and NFC Northwest each play a role in the build-out, operation, and management of Ziplly Fiber’s network, including within the City of Olympia; Ziplly Fiber will continue to own and manage the network connecting to individual customers at their homes or places of business, while NFC Northwest will own and manage the distribution network connecting customers to Ziplly Fiber’s centrally located network infrastructure; to facilitate this co-management and operation arrangement, Ziplly Fiber is transferring some its assets, including some of its rights under the Master Permit with the City, to NFC Northwest;

7. Section 9 of the Master Use Permit, titled "Transfer of Ownership" governs whether and when the City's consent to a transfer of ownership of Ziplly Fiber's rights under the Master Use Permit is required; that section says that "[t]he City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER;"
8. Because NFC Northwest is an entity under common control with Ziplly Fiber, Ziplly Fiber's transfer of assets to NFC Northwest is not subject to the City's consent under the Master Permit; nevertheless, for administrative convenience, Ziplly Fiber and the City want to record the City's acknowledgment of this assignment in part of the Master Use Permit to NFC Northwest;
9. In the course of Ziplly Fiber's construction and operation of its Network in Olympia, a technical issue with the Master Use Permit has been identified; to facilitate effective administration of the Master Use Permit and Ziplly Fiber's build out and operation of its network in Olympia, the parties want to correct that issue with a minor, technical amendment to the Master Use Permit.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Master Use Permit is hereby amended to reflect Ziplly Fiber Pacific, LLC's assignment in part to NFC Northwest LLC; references to "Ziplly Fiber" throughout the Master Use Permit mean Ziplly Fiber Pacific LLC and NFC Northwest LLC .
2. Section 1 of the Master Use Permit, "Non-Exclusive Master Use Permit Granted" is amended as follows:
 - A. The City hereby grants to ZIPLY FIBER, subject to the conditions prescribed in this ordinance ("Master Permit"), the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way generally described in Exhibit A, and including in "other ways" as defined in OMC 11.02.020, and referred to in this Master Permit as the "Master Permit area."
 - B. Such use may not be deemed to be exclusive to ZIPLY FIBER and the permitting thereof in no way prohibits or limits the City's ability to grant other master permits or rights along, over, or under the areas to which this Master Permit has been granted to ZIPLY FIBER; provided, that such other uses do not unreasonably interfere with ZIPLY FIBER's exercise of Master Permit rights granted herein, as determined by the City. This Master Permit in no way interferes with existing utilities or in any way limits, prohibits, nor prevents the City from using the Master Permit area, and does not affect the City's jurisdiction over that area.
3. All remaining provisions of the Master Use Permit not here amended or supplemented remain as written and continue in full force and effect.

The City, Ziplly Fiber, and NFC Northwest have executed this **Amendment No. 1** of the Master Use Permit as of the date and year written above.

CITY OF OLYMPIA

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

APPROVED AS TO FORM:

Michael M. Young
Senior Deputy City Attorney

ZIPLY FIBER PACIFIC, LLC

By: Jessica Epley
Jessica Epley
Vice President of Regulatory and External Affairs
135 Lake Street South, Suite 155
Kirkland, WA 98033
Date of Signature: 04/14/2026

NFC Northwest, LLC

NFC Northwest, LLC hereby agrees to accept partial assignment and to be bound by all of the terms of Ordinance 7392 between the City of Olympia and Ziplly Fiber Pacific, LLC, as amended.

By: Byron Springer
Byron Springer
Chief Corporate Officer
135 Lake Street South, Suite 155
Kirkland, WA 98033
Date of Signature: 04/14/2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, ACKNOWLEDGING ZIPLY FIBER PACIFIC, LLC'S ASSIGNMENT IN PART TO NFC NORTHWEST LLC OF CERTAIN RIGHTS UNDER A MASTER USE PERMIT GRANTED BY THE CITY AND APPROVING AN AMENDMENT TO THAT MASTER USE PERMIT TO REFLECT THAT TRANSFER AND TO MAKE A TECHNICAL CORRECTION

WHEREAS, Ziplly Fiber Pacific, LLC, ("Ziplly Fiber") is a telecommunications company providing communications and telecommunications services; Ziplly Fiber provides internet services to residential and business customers through its fiber-optic broadband network including within the City of Olympia;

WHEREAS, in April, 2024, through Ordinance No. 7392, the City Council granted Ziplly Fiber a non-exclusive Master Use Permit, granting Ziplly Fiber "the rights and authority to construct, replace, repair, monitor, maintain, use, and operate the equipment and facilities necessary for an underground telecommunications transmission system, within the City-owned rights-of-way;" that Master Use Permit was granted for a term of five years and is effective until April 2029;

WHEREAS, since being granted the Master Use Permit, Ziplly Fiber has proceeded to build out its fiber-optic broadband network in Olympia, serving residential and business customers in those areas of the City reached by its network; however, Ziplly Fiber's full build-out of its planned network in the City is not yet complete;

WHEREAS, in August, 2025, Ziplly Fiber Pacific, LLC was bought by BCE, Inc. (a holding company for Bell Canada); though owned by BCE, Inc., Ziplly Fiber continues to operate as an independent subsidiary of BCE, Inc. with its headquarters in Kirkland, WA;

WHEREAS, in May, 2025, BCE and Public Sector Pension Investment Board (one of Canada's largest pension investors) ("PSP Investments") formed Network FiberCo, LLC, a partnership to accelerate the development of Ziplly Fiber's network through PSP's investment in Ziplly Fiber's build-out of its network; PSP investments owns 51 percent of Network FiberCo LLC and BCE (through Ziplly Fiber) owns the remaining 49 percent; Network FiberCo LLC in turn owns NFC Management, LLC, and that entity owns NFC Northwest, LLC ("NFC Northwest");

WHEREAS, under this partnership structure, Ziplly Fiber and NFC Northwest each play a role in the build-out, operation, and management of Ziplly Fiber's network, including within the City of Olympia; Ziplly Fiber will continue to own and manage the network connecting to individual customers at their homes or places of business, while NFC Northwest will own and manage the distribution network connecting customers to Ziplly Fiber's centrally located network infrastructure; to facilitate this co-management and operation arrangement, Ziplly Fiber is transferring some of its assets, including some of its rights under the Master Permit with the City, to NFC Northwest;

WHEREAS, Section 9 of the Master Use Permit, titled "Transfer of Ownership" governs whether and when the City's consent to a transfer of ownership or assignment of Ziplly Fiber's rights under the Master Use Permit is required; that section says that "[t]he City's consent is not required where ZIPLY FIBER transfers or assigns its rights under this Master Permit for the purpose of securing a debt, or where the transfer or assignment is to another person or entity controlling, controlled by, or under common control with ZIPLY FIBER;"

WHEREAS, because NFC Northwest is an entity under common control with Ziplly Fiber, Ziplly Fiber's assignment in part of this Master User Permit to NFC Northwest is not subject to the City's consent under the Master Permit; nevertheless, for administrative convenience, Ziplly Fiber and the City want to record the City's acknowledgment of this assignment in part of this Master Use Permit and cooperative management and operation of Ziplly Fiber's network within Olympia;

WHEREAS, in the course of Ziplly Fiber’s construction and operation of its Network in Olympia, a technical issue with the Master Use Permit has been identified; to facilitate effective administration of the Master Use Permit and Ziplly Fiber’s build out and operation of its network in Olympia, the parties want to correct that issue with a minor, technical amendment to the Master Use Permit;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL HEREBY RESOLVES as follows:

1. The Olympia City Council hereby acknowledges Ziplly Fiber’s assignment in part of the Master Use Permit to NFC Northwest, LLC and Ziplly Fiber and NFC Northwest’s joint, cooperative operation of the Ziplly Fiber network.
2. The City Council hereby approves the amendment to the Master Use Permit with Ziplly Fiber and NFC Northwest to reflect the assignment in part Ziplly Fiber’s rights under the Master Use Permit to NFC Northwest, and to make a technical correction to the Master Use Permit and hereby authorizes the City Manager to execute that amendment on behalf of the City.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON,
APPROVING THE APPLICATION FOR A GRANT BETWEEN THE CITY OF OLYMPIA
AND WASHINGTON STATE HISTORICAL SOCIETY 2027-2029 HERITAGE CAPITAL
PROJECTS (HCP) GRANTS FOR THE ARMORY CREATIVE CAMPUS PROJECT**

WHEREAS, on March 1, 2022, the Olympia Armory was transferred from the Washington State Military Department to the City of Olympia “for use as a community asset dedicated to using the arts to support community development, arts education, and economic development initiatives”; and

WHEREAS, since 2021, the Olympia Armory has been on the City’s Heritage Register; and

WHEREAS, the City worked with the community on a Conceptual Design and Business Plan to transition the Armory into a community art center to connect people and ideas to ignite community, collaboration and innovation through arts and culture; and

WHEREAS, the 1938 structure requires major systems renewal, to rehabilitate and preserve this historic building for full public programming and utilization; and

WHEREAS, The City received a Heritage Capital Project Grant for 2023-2025 and again for 2025-2027 in order to address some of the critical code improvements needed to make the building accessible to the public, and continued essential improvements need to be accomplished in 2027-2029; and

WHEREAS, the City has the opportunity to apply for and potentially receive a Heritage Capital Projects grant for 2027-2029; the Heritage Capital Projects grant for 2027-2029 would require a grant match of up to \$2 million; and

WHEREAS, the City has committed to Phase 1 renovations for the Armory which will exceed the \$2 million that serves as the required match for this grant;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

1. The Olympia City Council hereby approves the application for a Heritage Capital Projects grant for 2027-2029 between the City of Olympia and Washington State Historical Society for the Armory Creative Campus Project and the terms and conditions contained therein.
2. Should the City be awarded the grant, the City Manager or his designee is directed and authorized to execute on behalf of the City of Olympia the application for the Heritage Capital Projects 2027-2029 grant, the grant contract, and any other

documents necessary to obligate funds for the Armory Creative Campus Project, and to make amendments or minor modifications as may be required and are consistent with the intent of the Grant Application.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

SENIOR DEPUTY CITY ATTORNEY