



Meeting Agenda

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, June 7, 2022

7:00 PM

**Council Chambers and
Online/Via Phone**

Register to Attend Virtually:

https://us02web.zoom.us/webinar/register/WN_BJ5pWtEpS4SZt3fQ3b-SBA

1. ROLL CALL

1.A ANNOUNCEMENTS

1.B APPROVAL OF AGENDA

2. SPECIAL RECOGNITION

- 2.A** [22-0556](#) Special Recognition - Proclamation Recognizing the Year of the Salish Sea

Attachments: [Proclamation](#)

- 2.B** [22-0559](#) Special Recognition - Proclamation Recognizing Ride Transit Month

Attachments: [Proclamation](#)
[Transportation Choices Website](#)

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 three areas: (1) on agenda items for which the City Council either held a Public Hearing in the last 45 days, or will hold a Public Hearing within 45 days, or (2) where the public testimony may implicate a matter on which the City Council will be required to act in a quasi-judicial capacity, or (3) 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** [22-0547](#) Approval of the May 24, 2022 City Council Meeting Minutes

 Attachments: [Minutes](#)
- 4.B** [22-0551](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for Construction of the Fones Road Improvement Project

 Attachments: [Resolution](#)
 [Agreement](#)
 [Vicinity Map](#)
- 4.C** [22-0552](#) Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for the Southeast to Downtown Bike Corridor Project

 Attachments: [Resolution](#)
 [Agreement](#)
- 4.D** [22-0553](#) Approval of a Resolution Authorizing the Supplemental Terms and Conditions with Western Peterbilt, LLC for the Purchase of Six Waste Refuse Collection Trucks

 Attachments: [Resolution](#)
 [Supplemental Terms & Conditions](#)
 [Resolution M-2043](#)

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

- 6.A** [22-0562](#) Thurston Regional Planning Council Update
- 6.B** [22-0564](#) Briefing on a Resolution M-2160 Recognizing Injustice and Harm Against Black, Indigenous, People of Color, Transgender and Non-binary People and the Adoption of Policies and Actions to Protect Transgender and Non-binary Communities

 Attachments: [Resolution M-2160](#)
- 6.C** [22-0565](#) Approval of the Proposed Agenda, Location, and Facilitator for the Mid-Year City Council Retreat

Attachments: [Draft Retreat Agenda](#)

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 Council's Executive Assistant at 360.753.8244 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 the Year of the Salish Sea

Agenda Date: 6/7/2022
Agenda Item Number: 2.A
File Number: 22-0556

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

Title

Special Recognition - Proclamation Recognizing the Year of the Salish Sea

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize June 8, 2022 through June 7, 2023 as the year of the Salish Sea.

Report

Issue:

Whether to recognize June 8, 2022 through June 7, 2023 as the year of the Salish Sea.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360-753-8244

Presenter(s):

City Council

Kris Peters, Chairman Squaxin Island Tribe

Simran Sarai, Year of the Salish Sea Initiative Project Co-lead

Background and Analysis:

The Strait of Georgia, Strait of Juan de Fuca, and Puget Sound are collectively known as the Salish Sea. The Salish Sea has been home to and stewarded by the Coast Salish Nations since time immemorial.

The Salish Sea and its human and nonhuman inhabitants are experiencing unprecedented effects of climate change, undergoing a devastating loss of biodiversity. There are over 100 species of birds, fish, invertebrates, mammals, and key species including Salmon and the Southern Resident Killer Whales are at risk of extinction.

The Year of the Salish Sea (June 8, 2022 - June 7, 2023) is a youth-led effort that aims to bring together local tribes, municipalities, organizations, and individuals in the Salish Sea ecosystem

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

region to strengthen existing efforts working towards a healthy Salish Sea.

Attachments:

Proclamation

PROCLAMATION

WHEREAS the City of Olympia is located at the southernmost tip of the Salish Sea, also known as the Puget Sound on the Washington side of the border, which is a source of pride and wellbeing for our community; and

WHEREAS the City Olympia is on the land of the people of the Steh-Chass of the Squaxin Island Tribe, the People of the Water, who depend on the cultural and treaty-protected resources provided by a healthy Salish Sea; and

WHEREAS the City of Olympia holds an accord with the Squaxin Island Tribe, which includes an action to coordinate and cooperate to protect our shared natural resources; and

WHEREAS the 2021 State of the Sound report from the Puget Sound Partnership stated that very few indicators for the health of Puget Sound met their 2020 targets as water quality, salmon, and Southern Resident orca continue to decline; and

WHEREAS as an urban community, there are actions that city government, local organizations, businesses, and community members can take to strengthen our stewardship of the Salish Sea, building a stronger culture in support of water quality and salmon recovery; and

WHEREAS the Year of the Salish Sea is an international effort of municipalities in Washington and British Columbia, in collaboration with First Nations, to respond to issues facing the Salish Sea; and

WHEREAS the Year of the Salish Sea begins on World Ocean Day and aligns with Puget Sound Starts Here month, which will be celebrated in Olympia this September; and

NOW THEREFORE be it resolved that the Olympia City Council does hereby proclaim June 8, 2022 to June 7, 2023 as the

YEAR OF THE SALISH SEA

thereby joining other governing bodies, organizations, and community groups in a collective effort to improve the health, awareness, and management of the Salish Sea.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7th DAY OF JUNE 2022.

OLYMPIA CITY COUNCIL

**Cheryl Selby
Mayor**



City Council

Special Recognition - Proclamation Recognizing Ride Transit Month

Agenda Date: 6/7/2022
Agenda Item Number: 2.B
File Number: 22-0559

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

Title

Special Recognition - Proclamation Recognizing Ride Transit Month

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Recognize June as Ride Transit Month in the City of Olympia.

Report

Issue:

Whether to recognize June as Ride Transit Month.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360.753.8244

Presenter(s):

City Council

Background and Analysis:

Sponsored by Transportation Choices, Ride Transit Month is a month-long celebration of transit riders, whether they ride a bus, train, light rail, ferry, water taxi, or van pool. Community members can take the Ride Transit Month Pledge to ride transit at least five times in the month of June.

Transportation Choices is a statewide policy and advocacy nonprofit organization working to bring Washingtonians more opportunities to take a bus, catch a train, walk and bike.

Attachments:

Proclamation

Transportation Choices Website

PROCLAMATION

WHEREAS, Whether you are headed to work, school, the store, or any point in between, public transportation can get you there; and

WHEREAS, 2.8 Million workers across the country commute via public transportation; and

WHEREAS, Transit trips are ten times safer per mile than passenger vehicle trips and are associated with higher levels of physical activity, resulting in lower health risks and better health outcomes; and

WHEREAS, During the COVID-19 pandemic, Washington transit agencies provided more than 100 million passenger trips, including deliveries of groceries and prescriptions to people with disabilities and seniors; and

WHEREAS transit agencies in Washington State invest almost \$5 billion in transit capital and operations each year; and

WHEREAS the recently passed transformative transportation package, Move Ahead Washington, invests more than \$3 billion in transit programs and projects; and

WHEREAS transit in Washington today reduces 371K metric tons of CO2 emission per year. If all people driving alone were to shift to transit, we can save 130K metric tons of CO2 emissions per year—about equal to 28,272 passenger vehicles driven for one year. And for every \$1M invested in Washington State Transit, it equates to 102K metric tons of CO2 reduction, which is equal to the carbon sequestered by 125 thousand acres of U.S. Forests in one year; and

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

RIDE TRANSIT MONTH

and encourage all residents to take the Ride Transit Month pledge to ride transit at least five times in the month of June.

SIGNED IN THE CITY OF OLYMPIA, WASHINGTON THIS 7th DAY OF JUNE 2022.

OLYMPIA CITY COUNCIL

***Cheryl Selby
Mayor***



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

City Council

Approval of the May 24, 2022 City Council Meeting Minutes

Agenda Date: 6/7/2022
Agenda Item Number: 4.A
File Number:22-0547

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

Title

Approval of the May 24, 2022 City Council Meeting Minutes



Meeting Minutes - Draft

City Council

City Hall
601 4th Avenue E
Olympia, WA 98501

Information: 360.753.8244

Tuesday, May 24, 2022

7:00 PM

**Council Chambers, Online and Via
Phone**

Register to Attend

Virtually: https://us02web.zoom.us/webinar/register/WN_xcDeP6dPTpi69dpNTzc8sQ

1. ROLL CALL

Present: 5 - Mayor Cheryl Selby, Councilmember Yén Huỳnh, Councilmember Dani Madrone, Councilmember Lisa Parshley and Councilmember Dontae Payne

Excused: 2 - Mayor Pro Tem Clark Gilman and Councilmember Jim Cooper

1.A ANNOUNCEMENTS - None

1.B APPROVAL OF AGENDA

The agenda was approved.

2. SPECIAL RECOGNITION

2.A [22-0496](#) Special Recognition - Proclamation Recognizing Pride Month and Capital City Pride Weekend

Councilmembers read a proclamation recognizing Pride Month and Capital City Pride. Capital City Pride President Natalie Coblentz and Equity, Inclusion and Belonging Specialist Olivia Salazar de Breaux discussed the events taking place during the weekend June 4 and 5.

The recognition was received.

2.B [22-0530](#) Special Recognition - Proclamation Recognizing Jewish American Heritage Month

Councilmember Payne read a proclamation recognizing May as Jewish American Heritage Month. Rabbi Seth Goldstein accepted the proclamation and discussed Jewish American Heritage Month.

The recognition was received.

3. PUBLIC COMMENT

The following people spoke: Peter Cook, Louisa Sevier, Zexler Vladmaris, Kurt Hardin,

Cindy Hambley and Chris Clem.

4. CONSENT CALENDAR

- 4.A** [22-0536](#) Approval of May 17, 2022, City Council Meeting Minutes

The minutes were adopted.

- 4.B** [22-0519](#) Approval of Bills and Payroll Certification

Payroll check numbers 93542, 93568 through 93570, 93577 through 93588 and Direct Deposit transmissions: Total: \$1,701,656.42; Claim check numbers 3744988 through 3747076: Total: \$19,017,754.37.

The decision was adopted.

- 4.C** [22-0498](#) Approval of 2022 Neighborhood Matching Grant Award Allocations

The decision was adopted.

- 4.D** [22-0518](#) Approval of a Resolution Authorizing an Agreement with the Washington State Department of Transportation for Fabrication and Installation of Creative District Highway Signage

The resolution was adopted.

- 4.E** [22-0523](#) Approval of a Resolution Authorizing a Master Services and Purchasing Agreement with Axon Enterprises, Inc. for the Purchase of Body-Worn Cameras and In-Car Video Systems

The resolution was adopted.

4. SECOND READINGS (Ordinances)

- 4.F** [22-0486](#) Approval of an Ordinance Amending Olympia Municipal Code Section 18.82.040, Selection Process for the Olympia Hearing Examiner

The ordinance was adopted on second reading.

- 4.G** [22-0490](#) Approval of an Ordinance Increasing Sales and Use Tax by One Tenth of One Percent for a Period of Seven Years to be Used for the Purpose of Funding Arts, Science, Cultural and Heritage Programs

The ordinance was adopted on second reading.

- 4.H** [22-0491](#) Approval of an Ordinance Amending OMC Section 3.04.200 to Create a Cultural Access Program Fund

The ordinance was adopted on second reading.

Approval of the Consent Agenda

Councilmember Parshley moved, seconded by Councilmember Madrone, to adopt the Consent Calendar. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Pro Tem Gilman and Councilmember Cooper

4. FIRST READINGS (Ordinances) - None

5. PUBLIC HEARING

5.A [22-0514](#) Public Hearing - Vacation Petition for a Portion of East Bay Drive Right-of-Way

City Surveyor Kris Horton gave an overview of the petition to vacate a portion of right-of-way at 1929 East Bay Drive.

Mayor Selby opened the public hearing at 7:50 p.m. No one spoke. The public hearing was closed at 7:50 p.m.

Councilmember Parshley moved, seconded by Councilmember Huynh, to approve the petition to vacate, direct staff to prepare a vacation ordinance, and require payment to the City of one-half the appraised value. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Pro Tem Gilman and Councilmember Cooper

5.B [22-0515](#) Public Hearing - Vacation Petition for an Alley Right-of-Way South of Union Avenue, between Adams Street and Jefferson Street

Ms. Horton gave an overview of the petition to vacate an alley right-of-way south of Union Avenue, between Adams Street and Jefferson Street.

Mayor Selby opened the public hearing at 7:53 p.m. No one spoke. The public hearing was closed at 7:53 p.m.

Councilmember Madrone moved, seconded by Councilmember Dontae, to approve the petition to vacate an alley right-of-way south of Union Ave, between Adams Street and Jefferson Street, direct staff to prepare a vacation ordinance, and require payment to the City of one-half the appraised value. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Pro Tem Gilman and Councilmember Cooper

5.C [22-0516](#) Public Hearing - Petition to Vacate a Portion of Rose Street

Ms. Horton gave an overview of the petition to vacate a portion of Rose Street.

Mayor Selby opened the public hearing at 7:55 p.m. No one spoke. The public hearing was closed at 7:55 p.m.

Councilmember Dontae moved, seconded by Councilmember Parshley, to approve the petition to vacate, direct staff to prepare a vacation ordinance, and require payment to the City of one-half the appraised value. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Pro Tem Gilman and Councilmember Cooper

6. OTHER BUSINESS

6.A [22-0517](#) Approval of Martin Way/Pacific Avenue Art Crossing Project Artist

Arts Program Manager Stephanie Johnson and Arts Commission Chair Jim Burlingame shared the recommendation of Jennifer Corio and Dave Frei as the project artists for the Martin Way/Pacific Avenue Art Crossing.

Mayor Selby moved, seconded by Councilmember Parshley, to approve the Arts Commission recommendation of Jennifer Corio and Dave Frei as project artists for the Martin Way/Pacific Avenue Art Crossing. The motion carried by the following vote:

Aye: 5 - Mayor Selby, Councilmember Huynh, Councilmember Madrone, Councilmember Parshley and Councilmember Payne

Excused: 2 - Mayor Pro Tem Gilman and Councilmember Cooper

6.B [22-0513](#) Olympia Fire Department Basic Life Support Transport Availability and Response Briefing and Consideration of a Resolution Finding that Basic Life Support Transport Provided by Private Ambulance Services in Olympia is Inadequate and Directing the City Manager to Issue 60-day Notices to Make Improvements to Private Ambulance Services Operating Within Olympia

Assistant Fire Chief Mike Buchanan gave an overview of issues regarding decreasing availability by private ambulance services; decreased availability to handle concurrent emergency calls with the issues being compounded by an increased call volume. He

shared data regarding the unavailability of private transport; call volume trends and Olympia Fire Department call volume trends.

He summarized that private ambulances services are not meeting the demand; decreased ambulance availability results in increased response times to concurrent emergencies; and the combination of lack of private ambulance services and increased call volume is affecting emergency response systems.

Acting City Attorney Annaliese Harsen gave an overview of the resolution finding the basic life support transport provided by private ambulance services in Olympia as inadequate and directing the City Manager to issue 60-day notices to make improvements to private ambulance services operating within Olympia.

The City Council agreed to delay the consideration of the resolution in order to hear from emergency services partners regarding their concerns. The resolution will return for consideration at a future City Council meeting.

7. CONTINUED PUBLIC COMMENT - None

8. COUNCIL INTERGOVERNMENTAL/COMMITTEE REPORTS AND REFERRALS

Councilmembers reported on meetings and events attended.

Mayor Selby reported Officer Corey Pierce will be honored as American Legion Officer of the Year. She also noted there will be a Heritage event at the Capital Theatre on May 25.

9. CITY MANAGER'S REPORT AND REFERRALS

City Manager Jay Burney noted the Community Livability and Public Safety Meeting on Thursday will be at 6:30 p.m.

10. ADJOURNMENT

The meeting adjourned at 8:49 p.m.



City Council

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for Construction of the Fones Road Improvement Project

Agenda Date: 6/7/2022
Agenda Item Number: 4.B
File Number: 22-0551

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

Title

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for Construction of the Fones Road Improvement Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the City Manager to execute all documents necessary to accept an Urban Arterial Program Grant from the Transportation Improvement Board (TIB) for the Fones Road Improvement Project construction.

Report

Issue:

Whether to approve a Resolution authorizing the City Manager to execute all documents necessary to accept an Urban Arterial Program Grant from the TIB for the Fones Road Improvement Project construction.

Staff Contact:

Jim Rioux, Project Manager, Public Works Engineering, 360.753.8484

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

On June 18, 2019, the City Council approved a Resolution authorizing the City Manager to execute all documents necessary to accept a Surface Transportation Program (STP) grant from the Federal Highway Administration (FHWA) for the Fones Road Improvement Project design only. The design is

now 90% completed and acquisition of Right-of-Way (ROW) needed to build and maintain the project has been initiated.

During 2020, Public Works Transportation applied for several grants to fund project construction. On July 20, 2020, Thurston Regional Planning Council (TRPC) awarded the City three FHWA grants for Fones Road construction.

On November 23, 2021, the Transportation Improvement Board (TIB) awarded a fourth grant for project construction. The total of the four grants is \$4,887,768. (A breakdown of individual grant amounts is shown on the table below.) Staff seeks the City Council approval for acceptance of the TIB grant.

On the advice of Washington State Department of Transportation staff, documents associated with the three new construction grants from FHWA should be executed when the City is ready to advertise the project for construction. Public Works will bring those documents to the City Council for approval at that time. We expect to advertise in spring 2023.

Grant Agency	Program	Amount
FHWA	Surface Transportation Program (STP)	\$2,040,118.00
FHWA	Congestion Mitigation and Air Quality (CMAQ)	\$463,875.00
FHWA	Transportation Alternatives (TA)	\$383,775.00
TIB	Urban Arterial Program (UAP)	\$2,000,000.00
TOTAL		\$4,887,768.00

Neighborhood/Community Interests (if known):

Completion of this project will have the following impacts on the community:

- The Fones Road Corridor will meet current and future vehicle capacity needs.
- Pedestrian and bicycle facilities will transform this corridor into a multi-modal facility, providing a safe transportation choice for people that walk, ride bicycles, or drive.

Options:

1. Move to approve a Resolution authorizing the City Manager to execute all documents necessary to accept an Urban Arterial Program Grant from the Transportation Improvement Board (TIB) for the Fones Road Improvement Project construction. The project will proceed as planned.
2. Direct staff to make modifications to the proposed Resolution. The project will proceed as planned.
3. Do not approve the proposed Resolution. The City will not proceed with the project and not accept the grant funds.

Financial Impact:

Estimated Project Costs

Engineering (<i>Project Mgmt, Consultants, Inspection, Publications & Advertising</i>)	\$3,891,965.00
ROW Acquisition	\$450,000.00
Construction Contract	\$9,358,050.00
Award Contingency	\$935,805.00
Total	\$14,635,820.00

Project Funding

Surface Transportation Program (STP) - Design	\$1,176,803.00
Surface Transportation Program (STP) - Construction	\$2,040,118.00
Congestion Mitigation and Air Quality (CMAQ)	\$463,875.00
Transportation Alternatives (TA)	\$383,775.00
Urban Arterial Program (UAP)	\$2,000,000.00
Local Match - Transportation Capital Funds	\$8,571,249.00
Total	\$14,635,820.00

Attachments:

Resolution
Agreement
Vicinity Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A FUEL TAX GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD FOR CONSTRUCTION OF THE FONES ROAD IMPROVEMENT PROJECT

WHEREAS, the City of Olympia applied for and in November 2021 received an Urban Arterial Program grant in the amount of \$2,000,000 (the Grant Funds) from the Washington State Transportation Improvement Board (TIB) for construction of the City's Fones Road Improvement Project (the Project); and

WHEREAS, the Grant Funds will be used to complete a full reconstruction of Fones Road that will include new lighting, landscaping, sidewalks, separated bicycle lanes, and significant safety improvements to the Karen Fraser Woodland Trail crossing.

WHEREAS, in order to receive the Grant Funds, the City must sign and submit to the TIB a Fuel Tax Grant Agreement; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Fuel Tax Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the Fuel Tax Grant Agreement between the City of Olympia and the Washington State Transportation Improvement Board for Grant Funds for construction of the Fones Road Improvement Project and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Fuel Tax Grant Agreement, and any other documents necessary to obligate Grant Funds for the Fones Road Improvement Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY



City of Olympia
8-5-195(017)-1
Fones Road SE
Pacific Ave SE to 18th Ave SE

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Olympia
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Fones Road SE, Pacific Ave SE to 18th Ave SE (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Olympia, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 14.0692 percent of approved eligible project costs up to the amount of \$2,000,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name

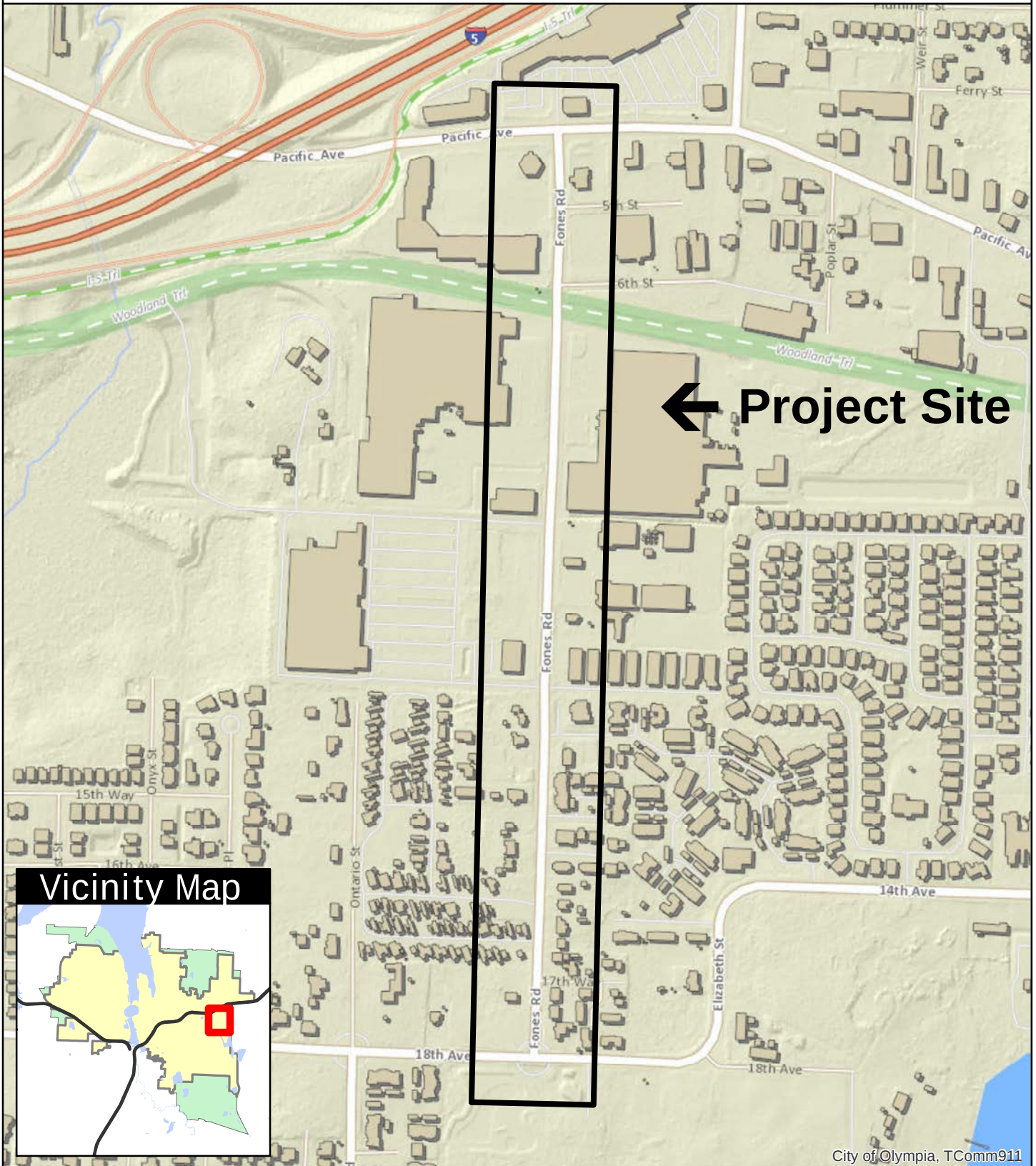
Approved as to Form:

Michael M. Young
Deputy City Attorney



Fones Road Vicinity

Project #1928G



0 250 500 Feet 1 inch = 500 feet

Map printed 6/4/2019
For more information, please contact:
Jim Rioux, Project Manager
jrioux@ci.olympia.wa.us
(360) 753-8484.

The City of Olympia and its personnel cannot assure the accuracy, completeness, reliability, or suitability of this information for any particular purpose. The parcels, right-of-ways, utilities and structures depicted hereon are based on record information and aerial photos only. It is recommended the recipient and or user field verify all information prior to use. The use of this data for purposes other than those for which they were created may yield inaccurate or misleading results. The recipient may not assert any proprietary rights to this information. The City of Olympia and its personnel neither accept or assume liability or responsibility, whatsoever, for any activity involving this information with respect to lost profits, lost savings or any other consequential damages.





City Council

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for the Southeast to Downtown Bike Corridor Project

Agenda Date: 6/7/2022
Agenda Item Number: 4.C
File Number: 22-0552

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

Title

Approval of a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board for the Southeast to Downtown Bike Corridor Project

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the Southeast to Downtown Bike Corridor Project.

Report

Issue:

Whether to approve a Resolution Authorizing a Grant Agreement with the Washington State TIB or the Southeast to Downtown Bike Corridor Project.

Staff Contact:

Sophie Stimson, Planning and Engineering Supervisor, Public Works Transportation, 360.753.8497

Presenter(s):

None - Consent Calendar Item

Background and Analysis:

The City of Olympia applied for and was awarded a TIB Complete Streets Grant for \$300,000.

The grant will be used to construct the Downtown to Southeast Bike Corridor project. This project is estimated to cost \$989,000. It will be constructed in 2024. Additional grant funds are being pursued for this project from the Washington State Department of Transportation, Pedestrian and Bicycle Program.

The project is in the City's Capital Facilities Plan (CFP) and Transportation Master Plan (TMP). It will provide an important "low-stress" route for people bicycling from the downtown to the southeast neighborhoods. Low-stress bike routes are defined in the City's TMP. They are intended to support bicyclists of a wide range of age and ability.

Bike corridors have primarily signs and pavement markings on low-volume streets that guide cyclists along the route. More extensive treatments are built when the route interfaces with larger streets. This bike corridor includes a new crossing island and flashing beacon on Union Avenue, as well as a reconfiguration of the Eastside Street bridge over I-5 to better accommodate bicyclists. From the trailhead on Eastside Street, cyclists can access the southeast neighborhoods using the Karen Fraser Woodland Trail, as well as the larger regional trail network.

Neighborhood/Community Interests (if known):

The project has been shared with the public through public engagement in the development of the TMP. The Bicycle and Pedestrian Advisory Committee also provided input on the development of the TMP, and the low-stress bicycle network in particular. The project is included in the 2022 CFP. Each year the public has an opportunity to provide comments on the CFP through a public hearing before the City Council.

Options:

1. Move to approve a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the Southeast to Downtown Bike Corridor Project. The project will proceed as planned.
2. Do not approve a Resolution Authorizing a Grant Agreement with the Washington State Transportation Improvement Board (TIB) for the Southeast to Downtown Bike Corridor Project. Staff will continue to seek other ways to fund this project.
3. Amend the Resolution and consider approval at a later date. Returning the grant agreement to TIB will be delayed.

Financial Impact:

The Downtown to Southeast Bike Corridor project is estimated to cost \$989,000. The grant will reduce the amount of City funds needed to construct this project by \$300,000.

Attachments:

Resolution
Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON, APPROVING A COMPLETE STREETS GRANT AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (TIB) FOR THE SOUTHEAST TO DOWNTOWN BIKE CORRIDOR PROJECT

WHEREAS, the Transportation Improvement Board (TIB) provides funding to help communities build complete streets that serve all users, whether walking, biking, driving or riding transit; and

WHEREAS, the City applied for and on March 25, 2022, was awarded a TIB Complete Streets Grant in the amount of \$300,000 to assist in funding the Southeast to Downtown Bike Corridor project (Project), which is estimated to have total costs of \$989,000; and

WHEREAS, the City has identified projects, including bicycle corridors, in the *Transportation Master Plan*, that will make it easier for people to bicycle, and the Southeast to Downtown Bike Corridor Project is a priority project; and

WHEREAS, in order to receive the TIB Complete Streets Grant funds for the Project, the City must execute a Grant Agreement with the TIB; and

WHEREAS, per Olympia Municipal Code Subsection 3.16.020.C, it is necessary for the City Council to approve the Grant Agreement and authorize the signature of all documents necessary to obligate funds for the Project;

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

1. The Olympia City Council hereby approves the Grant Agreement between the City of Olympia and TIB for the Southeast to Downtown Bike Corridor Project and the terms and conditions contained therein.
2. The City Manager is directed and authorized to execute on behalf of the City of Olympia the Grant Agreement, and any other documents necessary to obligate funds for the Project, and to make any amendments or minor modifications as may be required and are consistent with the intent of the Grant Agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young
DEPUTY CITY ATTORNEY



City of Olympia
C-W-195(003)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF OLYMPIA
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF OLYMPIA, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 7037 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of THREE HUNDRED THOUSAND AND NO/100 dollars (\$300,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items by March 25th, 2025 shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer

Date

Date

Print Name

Print Name

Approved as to Form

Michael M. Young
Deputy City Attorney

Approved as to Form

By: _____
ANN E. SALAY
Senior Assistant Attorney General
NOTE: Any changes to the terms of this Agreement
shall require further approval of the Office of the
Attorney General



City Council

Approval of a Resolution Authorizing the Supplemental Terms and Conditions with Western Peterbilt, LLC for the Purchase of Six Waste Refuse Collection Trucks

Agenda Date: 6/7/2022
Agenda Item Number: 4.D
File Number: 22-0553

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

Title

Approval of a Resolution Authorizing the Supplemental Terms and Conditions with Western Peterbilt, LLC for the Purchase of Six Waste Refuse Collection Trucks

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve a Resolution authorizing the Supplemental Terms and Conditions with Western Peterbilt, LLC for the purchase of six waste refuse collection trucks.

Report

Issue:

Whether to authorize the purchase of six refuse collection trucks from Western Peterbilt, LLC.

Staff Contact:

Gary Franks, Director of Waste ReSources, Public Works Department, 360.753.8780.

Presenter(s):

None - Consent Calendar Item.

Background and Analysis:

Fleet Operations has recommended Waste ReSources replace six (6) refuse collection trucks. The vehicles currently in operation need to be replaced as they have surpassed their useful life by several years. Vehicle breakdowns are costly and can create operational inefficiencies, thus impacting service delivery.

Waste ReSources and Fleet Operations conducted extensive research for refuse collection truck options. Staff recommends using a cooperative purchase contract through Sourcewell, formerly National Joint Power Alliance (NJPA), to purchase the trucks at a competitive price. Western

Peterbilt, LLC, doing business as Dobbs Peterbilt of Federal Way, Washington, is an authorized dealer that can provide the refuse trucks that best meet the needs of Waste ReSources at a reasonable price.

In January 2022, the Waste ReSources hired a consultant (Cascadia Consulting & Bell & Associates) to perform a fleet electrification study as part of the development of the Waste Resources masterplan. The Study found that that Electric Vehicle (EV) technology is currently insufficient to provide viable options for the waste industry. The technology is expected to improve over time, making electric garbage trucks the best choice at some point in the foreseeable future.

Transitioning to EV will require early financial planning because they will have much higher up-front costs and require the installation of charging infrastructure. It was recommended that the Waste Utility perform another in depth evaluation in three to four years.

Neighborhood/Community Interests (if known):

The community expects uninterrupted Waste ReSources services and vehicle breakdowns can create operational inefficiencies.

Options:

1. Approve a Resolution authorizing the Supplemental Terms and Conditions with Western Peterbilt, LLC for the purchase of six (6) waste refuse collection trucks. The trucks will be purchased for the negotiated price of \$2,755,121.86.
2. Do not approve the Resolution to purchase the trucks from Western Peterbilt, LLC. Staff negotiated the best purchase price utilizing a cooperative purchase contract through Sourcewell. Purchasing outside this cooperative would be more expensive to the City.
3. Provide alternate direction to staff.

Financial Impact:

Staff recommends purchasing six (6) refuse collection trucks from Western Peterbilt, LLC in the amount of \$2,755,121.86 which includes sales tax and all associated fees. There are sufficient funds in the Fleet Equipment Rental and Revolving Fund.

Attachments:

Resolution
Supplemental Terms and Conditions Agreement
Resolution M-2043

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING THE SUPPLEMENTAL TERMS & CONDITIONS WITH WESTERN PETERBILT,
LLC FOR THE PURCHASE OF SIX WASTE REFUSE COLLECTION TRUCKS**

WHEREAS, the City of Olympia has determined that it has the need for six waste refuse collection trucks to replace existing trucks that have reached the end of their 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 \$2,755,121.86; and

WHEREAS, the City and Western Peterbilt, LLC, doing business as Dobbs Peterbilt, have reached a tentative agreement for the purchase of the six trucks;

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

1. The Olympia City Council hereby approves the purchase of six waste refuse collection trucks from Western Peterbilt, LLC, doing business as Dobbs Peterbilt of Federal Way, Washington, for an amount not to exceed Two Million Seven Hundred Fifty-five One Hundred Twenty-one and 86/100 Dollars (\$2,755,121.86).
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 six waste refuse collection trucks, 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 _____ 2022.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young

DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS

DOBBS PETERBILT

Sourcewell (Formerly NJPA) Master Contract No. 060920

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 Western Peterbilt, LLC, a Washington limited liability company, doing business as Dobbs Peterbilt, an authorized dealer of Autocar ("Contractor").

The City seeks to acquire six waste collector trucks which include six 2023 ACX64 Class 8 Chassis, and six G & H Scorpion 29 Cubic Yard Bodies for the not-to-exceed contract amount of Two Million Seven Hundred Fifty-five Thousand One Hundred Twenty-one and 86/100 Dollars (\$2,755,121.86), and the City desires to engage the Contractor to provide these goods 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:

- ☐ Autocar Master Contract No. 060920 Exhibit A
- ☐ Pricing Exhibit B
- ☐ Vehicle Specifications Exhibit C
- ☐ Statement of Compliance with Nondiscrimination Requirement..... Exhibit D
- ☐ Equal Benefits Compliance Declaration Exhibit E

II. These terms and conditions amend and supplement the Autocar Master Contract No. 060920 (Exhibit A) take precedence over any conflicting provisions of those documents. Any and all references to the Sourcewell (formerly NJPA) in the Autocar Master Contract (Exhibit A) must be supplanted with "City of Olympia."

1. 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 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.

2. AUDIT EXCEPTION

The Contractor is financially responsible for and shall repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, or failure for any reason

to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, or representatives. This duty to repay survives the expiration or termination of this Agreement.

3. 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 business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the record deemed by the City to be subject to disclosure. The City is not liable to the Contractor for inadvertently releasing records pursuant to a disclosure request not clearly identified by the Contractor as "CONFIDENTIAL," "PROPRIETARY," or "BUSINESS SECRET."

4. 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 disabilities; 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 requirement, 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 C. If the contract amount is \$50,000 or more, the Contractor shall execute and is bound by the attached Equal Benefits Declaration - Exhibit D.

5. 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 hereunder is only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein 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 which may arise from or in connection with the performance of the work hereunder 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 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 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 is 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.

6. 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.

7. 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 automatically terminates 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.

8. GENERAL PROVISIONS.

A. Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements are effective for any purpose.

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

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

D. Assignment. Neither the Contractor nor the City has the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder 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 15 days prior to the commencement date of any proposed assignment or subcontract.

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

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

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

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

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

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

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

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

J. Notices. Any notices required to be given by the Parties must be delivered at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail must be deemed received three 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. All lawsuits or other legal actions whatsoever with regard to this Agreement must be brought and maintained only in Thurston County, Washington, state Superior Court.

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

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

SIGNATURES ON THE FOLLOWING PAGE

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:

Michael M. Young

Deputy City Attorney

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

Dobbs Peterbilt

By: *Stu Fox*

Stu Fox

Director of Refuse Sales

33301 9th Ave. South, Suite 100

Federal Way, WA 98003

206-730-6739

stu.fox@dobbstruckgroup.com

Date of Signature: 05/17/2022

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Autocar Truck, LLC/Autocar Industries LLC, 4680 Pinson Valley Parkway, Birmingham, AL 35215 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

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

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

3. PRICING

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

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

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

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

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

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- 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 Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor 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. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the administrative fee amount stated in the Proposal multiplied by the total number of trucks purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

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

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

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

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

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

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

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

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

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcwell or Vendor 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 Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 7/30/2020 | 5:40 PM CDT

Autocar Truck, LLC/Autocar Industries LLC

DocuSigned by:
By: Hilton Diamond
81FA2730257C4EC...
Hilton Diamond
Title: CFO
Date: 8/28/2020 | 3:46 PM CDT

Approved:

DocuSigned by:
By: Chad Coquette
7E42B8F817A64CC...
Chad Coquette
Title: Executive Director/CEO
Date: 8/28/2020 | 3:48 PM CDT

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

Vendor Details

Company Name: Autocar Truck, LLC
4680 Pinson Valley Parkway
Address: Birmingham, AL 35215
Contact: Craig Teune
Email: cteune@autocartruck.com
Phone: 765-489-5499
HST#: 36-4429858

Submission Details

Created On: Wednesday April 29, 2020 15:49:53
Submitted On: Wednesday June 03, 2020 12:06:51
Submitted By: Craig Teune
Email: cteune@autocartruck.com
Transaction #: eb0b4eb0-a41d-4379-8da6-04f2d171c056
Submitter's IP Address: 73.110.1.6

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Autocar Truck, LLC/ Autocar Industries LLC	*
2	Proposer Address:	4680 Pinson Valley Parkway, Birmingham, AL 35215	*
3	Proposer website address:	www.autocartruck.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hilton Diamond-CFO or Craig Teune-Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Craig Teune, Director of Sales Application, 4680 Pinson Valley Parkway, Birmingham, AL 35215, cteune@autocartruck.com, 765-545-0539	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Wright, Sr. VP of Fleet Sales, 4680 Pinson Valley Parkway, Birmingham, AL 35215, dwright@autocartruck.com, 765-602-3466	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Autocar was founded in 1897 as a "tech startup" in Pittsburgh and is the oldest motor vehicle brand in the Western Hemisphere, older even than Buick, Cadillac, or Ford. Autocar quickly became an innovative pioneer in the new automotive industry and built America's first motor truck, in 1899. Many innovations common in all cars and trucks were first introduced by Autocar, such as the drive shaft and oil circulating through an engine. Autocar #1 is in the Smithsonian National Museum of American History. Autocar's dedication to meeting severe-duty customers' needs led to leadership in building trucks of all kinds, including refuse trucks for waste haulers all across the United States. Autocar was among the first to build trucks to handle dumpsters, even in the 1930s. Autocar built a whole fleet of early elevator body trucks for New York City, the precursors to today's compactor bodies. Autocar was also an innovator in engines and introduced some of the earliest trucks powered by reliable, high-torque Cummins Diesel engines. For the past 19 years, Autocar has been 100% American-owned by GVW Group and every Autocar is built by American hands at our facilities in Birmingham, Alabama or Hagerstown, Indiana. Today, Autocar is the only American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on our customers: We don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their challenging objectives. Autocar is totally different. Our success competing against companies 100 times our size is driven by our different approach to every aspect of our - and our customers' - business. The most important is our guiding principal, posted everywhere around our facilities: "The Customer is Our Boss". We have shaped every business activity in Autocar to make this principal a reality: ■ We define our customers differently ■ We build relationships with our customer differently ■ We work with and sell to our customers differently ■ We specify our trucks differently ■ We custom-engineer our trucks differently ■ We build our trucks differently ■ We provide service, training, and warranty support differently ■ We innovate our product improvements differently As a result, Autocar has earned the right to serve hundreds of customers including most major cities in the United States and Canada, such as Chicago, Los Angeles, Houston, Miami, Baltimore, and Charlotte, most national waste-hauling fleets, and many of the largest retailers, food manufacturers, and freight logistics companies in North America. Our slogan, Always Up®, isn't just some fancy promise - it's a state of mind. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their business and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers' technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada.
8	What are your company's expectations in the event of an award?	Autocar Truck with a Sourcewell award will continue to market, sell and service class 7 & 8 truck chassis. We intend to grow the business year after year from the current contract we hold by aggressively marketing and promoting the new contract. The Sourcewell contract will provide an avenue for Autocar to market to all members and provide them the resource to purchase long term value over up front price and select the best vendor for their needs. The contract assures them of being able to leverage National discounted pricing while utilizing a transparent and trackable process. Having a conventional now to add to our line-up of cabover products will open many more markets in the government sector. Thru our own sales force, the salesforce of our National dealer network and the addition of a conventional cab product we see continued growth and success in the US and Canada should we be awarded this contract. We plan to promote Sourcewell to smaller and larger government agencies alike with press releases, social media, email marketing campaigns, trade shows, etc. Our sales force as well as the national dealer sales force will receive continued training and marketing materials thru not only our national and regional meetings but by attending Sourcewell regional training events.
	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.	Autocar, LLC/Autocar Industries, LLC are private, closely held affiliated companies that maintain a policy of not disclosing financial statements. These affiliated companies are owned by Andrew Taitz Entities and the Autocar Management Team. The Autocar, LLC Company officers are: Andrew Taitz- CEO James M. Johnston- President Hilton Diamond- CFO Jeffrey Leeb- General Counsel and Secretary In 2019 the companies reflected net sales in excess of 400 million and total asset in excess of 150 million with no long term debt. The company continues to be cash flow positive and profitable. Attached is copy of our credit reference letter with Bank and Credit reference included as well as Federal ID and Dunns Number.

10	What is your US market share for the solutions that you are proposing?	Autocar's market share in the US was 25.9% during calendar year 2019.	*
11	What is your Canadian market share for the solutions that you are proposing?	Autocar's market share in Canada was 28.9% during calendar year 2019.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO	*
13	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?	Manufacturer (b) Autocar is a medium and heavy duty truck manufacturer with both employees and third party dealers who sell trucks, service trucks and sell truck parts. Autocar and its part affiliate truck sales, parts sales and field service teams who are assigned to and cover specific territories and travel the entire US including Alaska and Hawaii as well as Canada. We also have inside sales and customer service teams locating in AL and IN as well as parts distribution centers in KY, PA, CA and Canada. Autocar does not own any dealerships but instead has written sales and service agreements with independent third party truck dealerships in all 50 States and all provinces of Canada. Contained in these agreements we have certain operational requirements including sales agreements, warranty repairs and use of Autocar's trademarks. Autocar has the ability to use all these channels to sell, service and market in all 50 states and all provinces in Canada. Autocar will keep its dealers well informed regarding the use and authorization to accept purchase orders pursuant to any contract resulting from this RFP, should Autocar be awarded this contract.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a motor vehicle manufacturer, Autocar is required to be and is actually registered with the U.S. National Highway Transportation Safety Administration (NHTSA) and Transport Canada (TC) and obtains World Makers Identifiers (WMI's) it uses in the creation of Vehicle Identification Numbers (VIN's). Autocar certifies its products compliance with HNTSA and TC regulations as well as Green House Gas regulations, OSHA, EPA and others.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Autocar does directly look for or receive awards but we support several organizations and customers in sponsoring award program for our market areas. Autocar is actively participating in sponsoring industry award programs that recognize the end user for their accomplishments. These include but not limited to SWANA's Annual Safety Awards, Driver of the Year awards, Truck Rodeo's for various local SWANA chapters, etc. We also support several of our customers who have been the recipient of various awards such as City of San Antonio for 2019 Best Safety Award from SWANA and Greenville SC for Gov & Fleet Best Mid-Level Fleet Award in 2017 among others.	*
17	What percentage of your sales are to the governmental sector in the past three years	2017-28.5%, 2018- 21%, 2019- 23%	*
18	What percentage of your sales are to the education sector in the past three years	1% or less, as we do sell to some Universities who pick up trash it any amounts to a couple per year. Education sectors do not purchase volumes of class 7-8 chassis as a whole	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts outside Sourcwell	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Autocar does not hold any contracts Other than Sourcwell contract #081716-ATC, Autocar is aware that some of Autocar's dealers occasionally hold cooperative purchasing contracts, and several body builders and their dealers are cooperative purchase contract holders. Due to the fact that Autocar is not the contract holder is these situations we do not have annual sales volume numbers for these. Some of the contract we are aware our dealers hold are: Florida Sheriff's Bid Texas Buy Board HGAC (Texas) VIP Voucher program in New York City Autocar has also provided pricing to Heil, McNeilus, Labrie and Newway for their awarded Sourcwell contracts.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Miami Dade County	Daniel Diaz-Fleet Manager	305-514-6691	*
City of Chicago	Kevin Campbell- Manager Fleet Services	312-743-3582	*
City of San Diego	Ralph Monroy-Equipment Manager	619-420-8129	*
City of Cleveland	Jeff Brown- Commissioner	216-420-8129	

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Dallas	Government	Texas - TX	Refuse vehicles	67	\$10,365,000	*
District of Columbia, DC	Government	District of Columbia - DC	Refuse vehicles	60	\$7,200,000	*
City of Houston	Government	Texas - TX	Refuse vehicles	92	\$13,800,000	*
City of Sacramento	Government	California - CA	Refuse vehicles	49	\$7,800,000	*
City of Orlando	Government	Florida - FL	Refuse vehicles	47	\$7,050,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
23	Sales force.	Autocar has a direct sales force of 24 full time sales persons located both at our plants and regionally located in their respective territories that cover the entire US & Canada. They live within their respective territories and have both direct contact with the end user as well as train our dealer organization on our products.	*
24	Dealer network or other distribution methods.	Autocar dealer network consist of 454 dealers of which 97 are selling dealer located in both the US and Canada. Our direct sales force works with them as well as direct with customers to promote and service Autocar products	*
25	Service force.	Autocar has 20 inside and regional located full time service to service our customers and dealers. In addition we utilize the thousands of service technicians employed by our 454 dealers to service our product supported by our 24/7 inside "solution" team for help in diagnosis and repair located at www.autocartruck.com . Always up means we support the truck from the factory direct to the customer or thru our dealer network which ever our customer's prefer.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the "solution" portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty. A ticket is opened when the request comes in and does not close until the truck is repaired and able to go back to work documenting all steps and time needed to repair the vehicle. This is free of charge to our customers and truly a game changer in the industry. Always up means we always support the owners of trucks, keep them working and repaired faster when needed.	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Autocar's future is intertwined with all of our municipal customer. We have a nationwide network of our direct sales force as well as 97 selling dealers selling in the US and Canada. Sourcewell has been a huge value in providing our existing customers as well brining in new customers and giving them an option when it comes to purchasing vehicles. We will continue to promote our Sourcewell contract should we be granted one with regional training sessions for our dealers and internal sales force.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Autocar is active selling and servicing the Canadian market with a dedicated Regional Business Manager living in and responsible to the Canadian market. He works with our Canadian dealer network as well as direct with our customers. We would aggressively market the contract with this team specific to the Canadian market as a viable way for them to purchase the Autocar products.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	None, Autocar services all areas of the US and Canada	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	None- Autocar operates and sells in all 50 states and all provinces of Canada	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any restrictions and currently have customers in Alaska, Hawaii and Guam	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Autocar enthusiastically has made the current Sourcewell contract a central feature of our marketing program to all government-related customers and we plan to expand our efforts should we be awarded a new contract. Details of the Sourcewell award will be communicated to the Autocar sales teams at a National Sales Meeting, shared on our internal digital collaboration tool, and discussed at weekly sales meetings through the life of the award. Autocar's dedicated Municipal sales teams (built around the specific applications municipal buyers focus on, such a road maintenance, solid waste collection, park district operations, and universities) will take the lead to ensure all Autocar sales personnel are meeting our objectives to reach Sourcewell members with the information they need to take advantage of the Autocar Sourcewell contract. The Autocar account service teams will be allocated geographic territories and make early contact with Sourcewell members to inform them of the award and learn about their specific needs. Autocar plans to promote its membership in Sourcewell via press release, social media, and email marketing campaigns. Autocar dealers and service centers across North America will be advised of our award by Sourcewell and the benefits to Sourcewell members of working with Autocar. Autocar also promotes our Sourcewell contract at all trade shows, whether major events, such as Waste Expo, or smaller events, such as regional SWANA events which take place throughout the year and across the country.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Autocar uses sophisticated digital marketing techniques to reach and sell to hundreds of thousands of potential customers each month and has greatly expanded these programs since the previous contract award by Sourcewell. Autocar advertises in digital media, such as Google and also on trade association websites, and successfully sells millions of dollars of trucks each year via leads obtained through this advertising program. Social media, such as Facebook, Twitter, LinkedIn, and Instagram each have their own target audiences in the municipal and government markets. These rapidly expanding tools are used by Autocar to reach and interact with literally hundreds of thousands of customers and fans weekly – and are leveraged to reach Sourcewell members. Autocar features Sourcewell members in many of its social media posts, celebrating their successes. Some of these Sourcewell members are also featured in Autocar's annual printed calendar, distributed to thousands of truck owners and operators, which then provides additional digital content to be promoted each month. This underscores Autocar's commitment to the municipal market and generates new leads from incremental municipal customers. Autocar encourages these customers to leverage their Sourcewell membership in purchasing, including encouraging them to join Sourcewell if they are not yet members. Finally, email marketing campaigns featuring Autocar products, useful information to improve performance, and the benefits of the Sourcewell award will be crafted to remind municipal and governmental customers to take advantage of the advantages of buying under Sourcewell. These campaigns are sent to thousands of verified buyers and influencers working within Sourcewell member organizations.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's national contracts offer a timesaving efficient procurement process for government and education. Sourcewell offers their members the opportunity to purchase the products they need at discounted prices while saving both time and money by forgoing the traditional bid writing, publishing and award process. The member can be assured they are taking advantage of the discounts/buying power offered from the awarded contract holders to the members. Holding a Sourcewell awarded contract allows the Autocar sales team together with our National dealer network salesforce to communicate a unified sales process and utilize the national awarded Sourcewell contract. Using the Sourcewell contract allows Autocar to benefit from not having to respond to hundreds of individual bids and pass on savings to Sourcewell members from those efficiencies. Autocar will integrate the Sourcewell marketing support with our marketing plan for the contract as well as take advantage of regional sales programs, local, regional and national trade shows to promote the Sourcewell contract.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Autocar chassis are custom engineered for our customers. The trucks must be correct for the job required so we do not have a e-procurement ordering process as we must understand the spec from the customer and ensure we build the correct truck for his application. This would not be possible with an e-procurement process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
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36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Autocar provides its customers unlimited online free training for all its products for the life of the vehicle. We offer both live webinars as well as recorded sessions for diagnostic, service and operation of its vehicles. We also offer CNG classes for those new to CNG on line as well. Live classes are offered in a regular schedule published on line on our website at www.autocartruck.com . The website offers prerecorded downloadable sessions as well for Autocar customers.	*
37	Describe any technological advances that your proposed products or services offer.	Autocar – ever since its founding as in 1897 – has been a leader in bring new technologies to our customers so they can improve their operations. The past year has been no exception and our program for the next few years is filled with further valuable innovations we are bringing to market. First, Autocar has launched the breakthrough DC-64 conventional truck, packed with a bevy of technological advances including the first ever ultra-high-strength 160 KSI steel frame that is 24% stronger and lighter than competitive trucks. Another innovation in the DC-64 model is the all-new cab, engineered for safety and durability - always our first objectives. The new DC cab is built from a combination of engineered steel, judiciously chosen aluminum components, and robust steel corner castings. We also maximized driver visibility, with a steeply raked wraparound windshield for upward and forward visibility and large rear corner windows standard, very rare in class 8 conventional cabs. The best way to stay safe is to see all around and avoid getting into trouble in the first place. The DC's focus on safety is expected to help Autocar maintain its admirable safety record. Data from the Federal Motor Carrier Safety Administration shows that in 2018 Autocar's Class 8 refuse cabover trucks had 20% fewer accidents per truck than all other competitors, and 40% fewer accidents with injuries per truck. The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing "one-touch diagnostics". It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks. Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Autocar is certified with the EPA Clean Air act (certificate attached). Autocar has always lead in CNG production and continues to be the market leader in class 7 & 8 vocational CNG powered trucks. We integrate the CNG engines directly into our chassis without the need for conversion and are uniquely integrated into our electronics and cooling system. We continue to be CARB (California Air Resource Board) certified with the Cummins Near Zero emission CNG engines and we work with other local Clean City initiatives to help our customers meet GHG goals. Many of our customers are able to take advantage of local "Green Initiative" funding opportunities as the result of using the Autocar chassis with CNG and clean diesel technologies offered. We also offer the EMP fan system as a factory option offering customer a unique fan system developed to reduce Green House Gas (GHG) and save fuel during normal operation of the vehicle Autocar will continue to lead in development in Green technologies and are testing our EV (electric drivetrain vehicle) and anticipate offering it as an option to Sourcewell member when testing is complete	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Autocar is the market leader is and has been the market leader in Green Technologies with aprox 60% of chassis produced in Alabama powered by Compressed Natural Gas (CNG) Cummins engines as well as Fully electric drive class 7 & 8 vehicles currently in testing/development. We are certified by the EPA Clean Air act (certificate attached) as well as CARB.	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	One of Autocar's valued dealers, Chastang Ford located in Houston TX is a certified Historically Underutilized Business (HUB) in TX and is also a MBE as recognized by Houston Minority Supplier Development Council	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Autocar is the only truck manufacturer that is 100% American owned and build all its trucks in America. Every Autocar truck is hand-built (no robots!) by our skilled team-members in Birmingham, Alabama and Hagerstown Indiana. Next, Autocar is the only major American truck manufacturer focused on trucks for severe-duty vocational applications. But above all, Autocar is focused on our customers. Posted all over our facilities are banners reminding each of us, "The Customer Is Our Boss." So, we don't just build trucks, we provide a complete tool - a whole system - that helps our customers to be more successful and to achieve their most challenging objectives. Our slogan, "Always Up®" isn't just some fancy promise – it's a state of mind. It's what our customers want. It's what we live. Who's up first in the mornings? The sun. The early birds. The hardest workers. And the hardest working trucks. Always Up means we work intimately with our customers so that every single one of our trucks is purpose-built to fit the specific needs of their operation and stay in service. Always Up also means our Autocar Solutions® 24/7 service command center solves our customers' technical issues and coordinates our network of hundreds of authorized Autocar service locations across the United States and Canada. We encourage every potential customer to visit an Autocar facility so they can see first-hand how different our approach is and that everything we do is focused on helping our customers be successful.	*
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Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Autocar's warranty covers parts and labor for all components and parts installed by Autocar Truck. For details please refer to the Autocar Warranty certificate attached	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Autocar does not impose any unusual restrictions on warranty coverage outside maintenance items and abuse covered in our Warranty certificate. Autocar's customer service dept. supports the provision of both warranty support and post-warranty support.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Autocar customer support will assist in warranty support whether it is with our field personnel repairing a problem directly, assisting the customer is repairing the vehicle thru free smart phone video or manage and assist the dealer in repair. As a policy we do not automatically cover travel time to perform repairs but assist in repairs to limit any travel time required	*
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If Autocar finds a remote location where we are not able provide a viable option for certified technician to repair the vehicle Autocar has live 24/7 tech assistance, remote diagnostic, video app and training. We often set up remote locations with in-house warranty, ship parts free of charge and reimburse at an in house labor rate. With live support and remote diagnostic many of our remote customers find this a better solution to repair their Autocar vehicles.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Autocar covers any component installed as part of the original equipment and spelled out in our warranty certificate. Drivetrain components like Cummins engine and Allison transmission are part of our agreement and spelled out in our certificate. They are administered through our authorized Autocar service centers.	*
47	What are your proposed exchange and return programs and policies?	While under warranty if the member decides they would like to do in house warranty thru our "solution" system, and are qualified to do so we will ship the replacement part direct to the member and inform them if the return is required. This is something unique Autocar offers directly to our customers as we give them the option of doing what serves their needs the best.	*
48	Describe any service contract options for the items included in your proposal.	Autocar does not directly offer service contract as a manufacture however most of our Nationwide authorized dealers do offer service contract and can quote directly to the member	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Our terms are net 15 days to our dealer and as the nature of our product terms for payments can range from 15 days to 210 days for Sourcewell member. The dealer will list out any terms and interest charges to the Sourcewell member that go beyond 15 days depending on what term the member requests.	*
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Our extensive dealer network locations have a multitude of finance options for Sourcewell member ranging from Municipal lease to straight forward finance options and can offer to the member if needed and help to find the best suited option for the member.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Autocar truck is a manufacture and our extensive dealer network will process the completed contract/purchase order. An option in our spec tool (Adnet) will need to be selected in order obtain a price which will come direct from Autocar. When the Sourcewell member purchases off the said quotation thru the dealer, the system which will identify it as a Sourcewell sales for tracking, recording and reporting and will be part of the permanent record. In the instance that a member may want to purchase a stock unit the quotation will still come direct from Autocar so the unit(s) can be added to the quarterly Sourcewell report and tracked. The Sourcewell member can chose which dealer he would like to use as all Sourcewell member pricing will be set by Autocar.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	NO	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Price SKU attached with all base model bid and discount shown. All pricing is per published MSRP in our truck configurator (ADNET) and all Sourcwell members will receive a 20% discount based on ADNET published MSRP.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sourcwell member pricing will be a discounted from list price by 20% off MSRP based on our published MSRP in our spec tool (Adnet). This will be on both the base chassis and all published options.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	There are times when Autocar can realize savings based on volume orders in which case the saving would be in addition to the standard discount offered to members. Autocar would pass on any manufacture rebate programs that would come up during the course of the contract to the member. Any cost reductions from such programs will be passed on to the member.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Autocar will provide any Sourced products not available direct from Autocar at cost with no markup.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Autocar includes factory PDI to be done at a local dealer and is included in the price. Autocar on line training is also included at no charge to the member for the life of the vehicle. The member is free to add local fuel, set up, etc and it would be considered a locally sourced option and the cost would be added without mark up.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Autocar utilizes equalized Freight in North America for all products which is listed at \$1,950 on the price sheet for the first ship, except the ACTT yard spotter. Since these are unique specialized vehicles, some are DOT legal and customers prefer to pick up themselves. For those that do not want to pick up themselves, we can quote delivery freight to the member as a sourced option on a individual basis.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Autocar will provide a quote at cost should any chassis need to be shipped direct to the end customer and not a body builder. Since most if not all Autocar chassis are shipped to a body builder for upfit the equalized freight program will cover the first ship to the body builder.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	As part of the equalized freight program Autocar will ship to the first point at the equalized rate (except ACTT as outlined). This is usually the body upfitter and delivery from the body upfitter to the end customer or the Autocar dealer would be handled by the body dealer. Autocar does include and will pay for the PDI at the local distributor but freight to the dealer in most cases will be the responsibility of the body company.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Autocar is offering a discount off the base price and ALL published options which is better than typical GPO's that normally offer discounts off of just the base models

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	In our Adnet spec and order tool the sales person must select the Soucewell option in order to obtain a quote for a Sourcewell customer. This ensures all Sourcewell orders are recorded, tracked and reported thru our internal tracking system and follow the contract guidelines.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Autocar proposes a flat fee of \$1,000 per truck for the use of the contract	*

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

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Autocar has 4 product lines with several variations we are proposing. The ACX class 8 Low Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The ACMD class 7 & 8 Cab forward chassis 4x2 & 6x4 in CNG and Diesel, The DC Conventional chassis in class 8 4x2 & 6x4 in CNG and diesel and the ACTT yard spotter class 8 chassis 4x2 & 6x4 in diesel.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Class 7 Cabover Truck chassis Class 8 Cabover Truck Chassis Class 8 Conventional Truck Chassis Terminal Tractor Medium Duty Truck Chassis Compressed Natural Gas (CNG) powered Trucks EV Vehicles	*

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments	
66	Class 8 chassis	☒ Yes ☐ No	COE & Conv	*
67	Class 7 chassis	☒ Yes ☐ No	COE	*
68	Class 6 chassis	☐ Yes ☒ No	N/A	*
69	Class 5 chassis	☐ Yes ☒ No	N/A	*
70	Class 4 chassis	☐ Yes ☒ No	N/A	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Autocar holds monthly meetings internally to track sales volume with breakout by account type, which included Sourcewell. We are charged with growing the segments of our business including Sourcewell driving toward continue growth year after year. We review the necessary tools needed by the sales group to drive the various market segment. These are reviewed with the outside sales force on weekly conference calls and bi-annual sales meetings. Sourcewell sales has become and will remain a measurable goal and target for growth in both refuse and the dump/plow truck market that our new conventional truck will fill.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Autocar is the market leader along all truck manufactures in Compressed Natural gas with 60% on average year after year of ACX production being CNG. We have in development and testing our own Electric vehicle for both the ACTT & ACX and anticipate bringing those to market in 2021. Autocar has always lead the industry in alternative fuels together with our customers and continued to evolve and develop common sense alternative vehicles that can work day after day, year after year.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Autocar all steel cabs are strongest in the industry providing the highest crush rating. Autocar provides best driver visibility with sharpest turning radius resulting in less backing events. The unique Autocar variable drop frame is strongest frame in the industry putting strength where it is needed most. We review weight distributions on all truck and body combinations to ensure safe and legal refuse tools. Dept. of Transportation Safety Data for the last 2 years (www.safer.fmcsa.dot.gov/) shows Autocar is 58% less likely to be involved in an accident. Also when an Autocar is involved in an accident there are 40% fewer driver injuries vs competitive units. Autocar chassis manufacturing process includes four quality gates along the production line. All cabs undergo an electrical and pneumatic operational check of all circuits and operations prior to installation on the chassis. This step greatly minimizes electrical or pneumatic failures. Different than our competitors we test every truck, not just random audits! ALL chassis must pass ALL quality checks prior to leaving the factory. -All chassis have wheels aligned -All chassis are brake tested per axle -All chassis are dyno tested -All chassis are road tested -All chassis receive a pre-body PDI (pre delivery inspection) prior to leaving our factory. -All chassis receive a post-body PDI after the body installation is complete. The steps above ensure that Autocar provides safest and highest up-time tools to Sourcewell Members!
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	We support our customers different than anyone in the industry. Customer or any one of our dealers have access thru our website (www.autocartruck.com) to the "solution" portal. We respond on average in 15 minutes during normal hours (7-7 eastern) and within 30 minutes after hours. The response is direct from our service team and designed to support the technician in anything they need, whether its diagnostic help, wire diagrams, parts help, etc. for the life of the truck not just under warranty. The DC-64 and also our ACX cabover model feature our totally upgraded electric system with advanced diagnostic capabilities and numerous features to resist wear and damage. Both models also feature the Autocar Always Up® in-cab digital display for both drivers and technicians, with game-changing "one-touch diagnostics". It actually tells the operator or technician what fault has occurred and shows them how to repair. It gets trucks back into service faster than any other system available in heavy trucks. Finally, in 2020 Autocar is introducing a radically better telematics system which communicates over 4,000 potential faults and other truck operating conditions to truck management and maintenance staff – all in real time. This information is accessible on any digital device, including smartphones and tablets, and allows operators to maximize their uptime, prevent problems before they interfere with customer service, and pre-plan maintenance to reduce costs. The system also provides valuable information on driver behavior to help management coach behaviors that increase safety and reduce operating costs.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Autocar Credit References.pdf - Monday June 01, 2020 14:30:33
 - [Marketing Plan/Samples](#) - Marketing.zip - Tuesday June 02, 2020 13:02:54
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Warranty.zip - Monday June 01, 2020 14:49:17
 - [Pricing](#) - Autocar Sourcewell Specification Price Sheet RFP_060920.xlsx - Tuesday June 02, 2020 13:45:24
 - [Additional Document](#) - CARB & EPA certificates.zip - Tuesday June 02, 2020 13:02:33

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	☒	--
Addendum_10_Class 4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	☒	--
Addendum_9_Class 4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	☒	--
Addendum_8_Class 4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	☒	--
Addendum_7_Class 4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	☒	--
Addendum_6_Class 4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	☒	2
Addendum_5_Class 4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	☒	--
Addendum_4_Class 4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	☒	--
Addendum_3_Class 4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	☒	--
Addendum_2_Class 4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	☒	--
Addendum_1_Class 4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	☒	--

AMENDMENT #1
TO
CONTRACT #060920-ATC

THIS AMENDMENT is by and between **Sourcewell** and **Autocar Truck, LLC/Autocar Industries, LLC**. (Vendor).

Vendor was awarded a Sourcewell Contract for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective August 28, 2020, through August 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

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

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 12/8/2020 | 9:46 PM CST

Autocar Truck, LLC/Autocar Industries, LLC

DocuSigned by:
By: Hilton Diamond
Authorized Signature 81FA2730257C4EC...

Hilton Diamond
Name – Printed

Title: CFO

Date: 12/8/2020 | 10:59 AM CST

Sourcewell—APPROVED:

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

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 12/8/2020 | 10:18 PM CST

EXHIBIT B



DOBBS TRUCK GROUP



May 6, 2022

Mr. Donald Ragsdale

Waste Resources-Operations Supervisor

City of Olympia

1401 Eastside Street SE

Olympia, WA 98507

REF: AGREEMENT FOR SOURCEWELL BID CONTRACT #060920-ATC AUTOCAR.

Dobbs Truck Group would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of (6) six or more Automated Side Loading Trucks for the Autocar ACX Right Hand Drive Chassis and the G&H Scorpion ASL Body per Sourcewell Contract #060920-ATC.

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

-2023 Autocar ACX Right Hand Drive 3 Axle Chassis per the City of

Olympia specifications. \$ 198,856.80

-Floorplan or interest cost of 275 days at \$23.70 per day or \$6,517.50. \$ 6,517.50

-Autocar Fuel/Delivery Surcharge \$ 600.00

-Doc fees. \$ 150.00

-Detailing. \$ 275.00

-Fuel. \$ 200.00

-Subtotal for Chassis per Unit. \$ 206,599.30

-2022-23 G&H Scorpion 29 yrd ASL Body. \$ 194,120.00

-Groeneveld Auto Lube System-Arm, Body, Chassis. \$ 6,240.00

-Body PDI. \$ 1,850.00

-Freight to Tacoma. \$ 9,375.00

-Drive Away Move from SWS Tacoma to Groeneveld Auto Lube. \$ 250.00

-Drive Away Move from Groeneveld to Dobbs Peterbilt Sumner, WA. \$ 150.00

-Sub Total for Body per Unit. \$ 211,985.00

Total	<u>\$ 418,584.30</u>
Extension X 6	\$2,511,505.80
WA State Sales Tax 9.7%	<u>\$ 243,616.06</u>
Total	\$2,755,121.86
	=====

An early pay discount of \$5,500.00 per each chassis will be deducted from the base chassis price if the chassis is paid within 10 business days from the date the City Representative, Albert Styger receives an email notification at astyger@ci.olympis.wa.us or telephone notification at 360-753-8215 from Dobbs Truck Center representative, Stu Fox or his designee.

Please see the attached Sourcewell bid documentation.

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox

Director of Refuse Sales

Dobbs Truck Center

ACX64 Class 8 Model Year 2023

Western Truck Center
WA

Prepared By : Stu Fox
206-624-7383
sfox@westerntruckcenter.com

Prepared For : DONNALD RAGSDALE
CITY OF OLYMPIA

Friday, May 6, 2022 1:51:02 PM EST

05/06/2022

Chassis Specification

			Description	Front Weight	Rear Weight
AUTOCAR TRUCKS					
O	ENG0001	ENGINEERING GROUP IDENTIFIER	AUTOCAR ENGINEERING	0	0
S	0040002	MODELS	ACX64	10,431	6,154
O	5000002	CAB SHELL	SINGLE RIGHT HAND DRIVE CAB	0	0
O	100U200	CUSTOMER TYPE	NJPA/SOURCEWELL	0	0
VEHICLE ADAPTATION					
S	114010	COUNTRY OF USE	UNITED STATES STD MARKET ADAPTATION	0	0
SOLUTION					
O	C049999	BODY COMPANY	UNDETERMINED / ALTER TO SPECIFY	0	0
O	C02004	BODY TYPE	AUTOMATED SIDE LOADER	0	0
S	C070001	FUEL SYSTEM TYPE	DIESEL	0	0
O	C069999	BODY STYLE	UNDETERMINED / ALTER TO SPECIFY	0	0
O	C05029	TOTAL BODY CAPACITY - BODY/HOPPER	29 YARD	0	0
S	C090003	AXLE QUANTITY	3 AXLE	0	0
S	C080001	REAR SUSPENSION TYPE	STD/BEAM TYPE REAR SUSPENSION	0	0
O	C01003	APPLICATION	REFUSE - LANDFILL	0	0
O	C03002	TERRITORY	WEST COAST	0	0
O	D010200	FRONT GAWR	20000 LBS	0	0
O	D020460	REAR GAWR	46000 LBS	0	0
O	D100660	GVWR	66000 LBS	0	0
ENGINE					
O	1012300	ENGINE ASSY	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS	0	0
O	972A002	SPECIAL EMISSION CERTIFICATION LABELS	EPA CERTIFIED - NO LABEL REQUIRED (DIESEL)	0	0
S	9722022	CERTIFICATION-EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
S	4460001	FUEL TYPE	ULTRA-LOW SULPHUR DIESEL FUEL REQUIRED	0	0
ENGINE EQUIP					

O	1222001	PTO-ENGINE FRONT	FEPTO ADAPTER (4.25" BCD with 2" FEM PILOTED FLANGE YOKE - 7/16-20 BOLTS)	40	-9
S	128071	ENGINE CONTROL SPECIFICATIONS	DEFAULT SPECS	0	0
S	1290004	ENGINE ELECTRONICS	CUMMINS 500K COMMUNICATION	0	0
O	4382004	FILTER-FUEL, CHASSIS MOUNTED	DAVCO 386 FILTER W/O 12V HEAT, WITH H2O PROBE	0	0
O	170025	FILTER-FUEL, ENGINE MOUNTED	CUMMINS SPIN-ON FILTER	-5	0
O	180021	ENGINE BLOCK HEATER	PHILLIPS 120V 1500W	5	0
O	1810003	HEATER RECEPTICAL LOCATION-ENGINE	RECEPTACLE LOCATED AT CAB STEPS, RH SIDE	0	0
S	2080001	FAN & DRIVE-ENGINE	2-SPEED FAN	0	0
S	2120003	RADIATOR SURGE TANK	STANDARD SURGE TANK W/ SIGHT GLASS	0	0
O	220052	AIR CLEANER	16" TWO STAGE	28	3
S	226001	AIR INTAKE RAIN CAP	BLACK, HOOD TYPE	0	0
O	227001	AIR INTAKE PRECLEANER	DONALDSON	24	0
O	2302001	MUFFLER SYSTEM	LH VERT HORIZ DPF/SCR	0	0
S	2310003	EXHAUST SHIELDS	DPF & SCR SHIELDS	0	0
O	2320011	EXHAUST STACKS	STAINLESS STEEL STACK W/TURN OUT	0	0
O	234001	EXHAUST RAIN CAP	SINGLE	1	0
S	115A200	TURBO HEAT SHIELD	TURBO HEAT SHIELD	0	0
S	2390002	UREA DELIVERY SYSTEM	OVER-FENDER MTD., LH SIDE, 10 GAL. CAPACITY	0	0
S	5300001	ENGINE/EXHAUST COVER	ALUM TURBO/EXHAUST PIPE DEBRIS SHIELD	0	0
O	7002000	AIR COMPRESSOR	CUMMINS WABCO 25.9 CFM COMPRESSOR	0	0
S	8200003	STARTING MOTOR	DELCO REMY 12V 39 MT W/OCP	0	0
O	8020006	ALTERNATOR	DELCO REMY 200 AMP, 28SI PAD MTD.	5	0
O	P020010	ENGINE IDLE SHUT DOWN	ENGINE IDLE SHUTDOWN ENABLED (10 MINUTES)	0	0
S	P030001	CRUISE CONTROL PARAMETER	CRUISE CONTROL ENABLED	0	0
O	P630012	MAX VEHICLE SPEED - PTO MODE	MAX VEHICLE SPEED IN PTO MODE = 12 MPH	0	0
O	P641650	RPM PTO MODE	1650 RPM MAX IN PTO	0	0
O	P701500	PTO SET SWITCH	PTO SET SWITCH = 1500 RPM	0	0
O	P711700	PTO RESUME SWITCH	PTO RESUME SWITCH = 1700 RPM	0	0
S	P010065	VEHICLE GOVERNED SPEED LIMIT	SPEED LIMIT 65MPH	0	0

TRANSMISSION

S	2580003	VOCATION	RDS REFUSE - VOC 400-XXX	0	0
O	2690019	CONTROL MODULE (ELECT)	REFUSE W/ AUTO-NEUTRAL & SERVICE BRAKE, VP170	0	0
S	26A0001	TRANSMISSION SHIFT SCHEDULE / FUEL SENSE	PRIMARY PERFORMANCE / SECONDARY ECONOMY	0	0
S	PT10001	TRANS DIRECTION CHANGE SHIFT INHIBIT	SHIFT INHIBIT ENABLED	0	0
S	27P0000	TRANSMISSION RETARDER AUDIBLE ALARM	NO TRANSMISSION RETARDER AUDIBLE ALARM	0	0
O	2700028	TRANSMISSION	ALLISON 4500 SERIES,6- SPEED	384	59
S	287A200	TRANSMISSION BREATHING	TRANSMISSION REMOTE BREATHING	0	0
S	284016	TRANSMISSION CONTROLS	ALLISON PUSHBUTTON CONTROLS	0	0
S	286005	COOLER-TRANSMISSION OIL	OIL TO WATER TYPE	0	0
S	290003	TRANSMISSION OIL FILL/CHECK	OIL FILL TUBE / DIPSTICK W/ LEVEL SENSOR	0	0
O	300013	DRIVESHAFT-MAIN	SPICER 1810HD HALF ROUND	5	10

FRONT AXLE

S	3700002	FRONT AXLE	MERITOR MFS-20 STEER AXLE, 20000# CAPACITY	0	0
S	3690005	FRONT AXLE POSITION	52.5 INCHES	0	0
O	3710003	FRONT SUSPENSION	10200 LB TAPER LEAF REDUCED RIDE HEIGHT, 22000 LB GROUND CAPACITY	-90	5
O	371T01	SUSPENSION, FRONT AUX	AUX LOAD CUSHION	10	0
S	373002	SHOCK ABSORBERS- FRONT	DOUBLE ACTING SINGLE - HEAVY DUTY	0	0
S	904011	HUBS-FRONT	STEEL HUB PILOTED,285MM BOLT CIRCLE	0	0
O	9402004	WHEEL OIL SEALS-FRONT	STEMCO VOYAGER SEAL WITH ZIP-TORQ NUT	0	0
S	9210001	HUB CAPS - FRONT AXLE	CR ZYTEL HUBCAP	0	0
S	374002	FRONT AXLE LUBRICANT	SYNTHETIC,DANA SPICER EP75W90,OR EQUIV	0	0
O	7510001	BRAKES-FOUNDATION, FRONT AXLE	MERITOR 16.5X7" QP REFUSE BRAKE	29	0
O	754012	BRAKE SLACK ADJUSTERS -FRONT AXLE	HALDEX AUTOMATIC	0	0
S	755001	DUST SHIELDS - FRT BRAKES	DUST SHIELDS - FRONT BRAKES	0	0
S	901001	BRAKE DRUM-FRONT	CAST IRON	0	0

O	383107	STEERING GEAR	INTEGRAL POWER STEERING W/LEFT HAND RAM	0	0
S	387003	POWER STEERING RESERVOIR	FOUR QUART REMOTE MOUNTED	0	0

REAR AXLE

O	330444	REAR DRIVE AXLE-SINGLE & TANDEM	MERITOR RT46-160 46,000 LB	0	430
S	330U98	REAR AXLE LUBE PUMP	NO LUBRICATION PUMP	0	0
O	331538	REAR DRIVE AXLE RATIO	5.38	0	0
O	333017	REAR DRIVE AXLE ANTI- SPIN DEVICES	TANDEM AXLE REAR CARRIER ONLY	0	33
O	3500004	REAR SUSPENSION	HENDRICKSON HMX-460 SUSP @ 54" AS	0	0
S	351013	REAR SUSPENSION BEAMS	54 INCH STEEL RUBBER BUSHED	0	0
S	358005	TORQUE RODS	LONGITUDINAL & TRANSVERSE - RUBBER BUSHED	0	0
O	9130002	HUBS-REAR	ALUM HUB, HP 10 STUD	0	-108
S	3400001	REAR AXLE BREATHER	STANDARD AXLE BREATHER	0	0
S	9410001	WHEEL OIL SEALS-REAR	SCOTSEAL PLUS XL	0	0
O	7610001	BRAKES-FOUNDATION, REAR AXLE	MERITOR 16.5X8.62" QP REFUSE BRAKE	0	42
O	764007	BRAKE SLACK ADJUSTERS -REAR AXLE	HALDEX AUTOMATIC TANDEM	0	0
S	765001	DUST SHIELDS - REAR BRAKES	DUST SHIELDS - REAR BRAKES	0	0
O	7810004	BRAKE CHAMBERS- PARKING, TYPE/VENDOR	CAM HALDEX GOLDSEAL TYPE 36 SPRING CHAMBER (4)	0	0
S	910001	BRAKE DRUM-REAR	CAST IRON	0	0

BRAKES

O	729003	AIR LINES-PARKING BRAKE, CHASSIS	WORK BRAKE; YELLOW VALVE ACTIVATED	5	5
X	7412002	BRAKE CONTROL SYSTEM	MERITOR WABCO ABS 6S/6M W/PLC AND ATC	0	0
O	766004	BRAKE VALVE-HAND CONTROL	TO REAR SERVICE BRAKES	4	0

CHASSIS

O	400216	WHEELBASE	216 INCHES	12	14
O	402074	FRAME-REAR OVERHANG	74"	42	-150
S	403012	FRAME RAILS	3/8" VARIABLE DROP STEEL, EXT B	0	0
S	409002	FRAME CROSSMEMBER- CENTER	ALUMINUM ORIENTATION B	0	0
O	4100002	MISC TSO OPTIONS	KEEP RH RAIL CLEAR	0	0

S	4110002	FRAME CROSSMEMBER- END CLOSING	ALUMINUM MEMBER-IF REQUIRED	0	0
S	460001	BUMPER-FRONT	STEEL PAINTED	0	0
O	4682000	GUARD-OIL PAN	ENGINE OIL PAN GUARD - STEEL	0	0
S	480002	TOWING DEVICE-FRONT	TWO REMOVABLE TOW PINS	0	0
S	8742000	WIRING, BODY INTERFACE	RP 170 COMPLIANT	0	0
O	892014	BACKUP ALARM	ECCO SMART ALARM SA917	0	1
S	430020	FUEL TANK-LEFT	75 GAL 26" DIA UNPAINTED ALUMINUM	0	0
O	4470003	LH FUEL TANK SPACERS	LH FUEL TANK SPACED 2", DROPPED 2"	7	5
S	432002	FUEL TANK STRAP/ SUPPORT LEFT	PAINTED STEEL, LH	0	0
S	4280001	DRILLING FUEL TK SUPT- LEFT	FUEL TANK MTD FWD LHS - STANDARD (IF PROVIDED)	0	0
S	436015	FUEL LINES	SAE J1402A1 WIRE BRAIDED	0	0
S	8120005	BATTERY BOX	STEEL BOX, 3 BATTERY, LHS	0	0
O	8160003	BATTERY BOX SPACERS	BATTERY BOX SPACED 2", DROPPED 2"	5	1
S	8090001	BATTERY BOX DRILLING	BOX LOCATED AS FAR FORWARD AS POSSIBLE	0	0
S	810089	BATTERY	3 JOHNSON CONTROL 31ECL 12V 2250CCA	0	0
S	8140002	BATTERY SHUT-OFF SWITCH	SHUTOFF W/ LOCKOUT, NO EMERGENCY JUMPER STUDS	0	0
S	7110001	AIR TANK-BRAKE	STEEL AIR TANKS	0	0
O	7090001	AIR TANK DRILLING	AS MANY TANKS IN RAIL AS POSSIBLE	0	0
O	7382000	EMERGENCY AIR SYSTEM CHARGING	SCHRADER VALVE, FRONT BELOW BUMPER	0	0
S	7152000	WET TANK DRAIN	WABCO DV-2 AUTOMATIC	0	0
O	715T003	AIR RESERVOIR DRAIN SYSTEM	CENTRAL MANIFOLD W/ PETCOCKS	2	2
O	7130007	AIR DRYER	BENDIX AD-IP EP	15	0
O	7100002	AIR DRYER DRILLING	MOUNT AIR DRYER INSIDE RAIL, RHS	0	0
S	724001	AIR LINES-CAB	SAE J844 NYLON TUBING	0	0

CAB EXTERIOR

O	4510005	STEP-CAB ACCESS, CAB MOUNTED	SINGLE SELF CLEANING CAB ENTRANCE STEP	-6	0
S	502001	CAB DOORS	STEEL	0	0
O	5120001	POWER WINDOWS	DUAL INTERNAL REGULATOR POWER WINDOWS	4	0

O	6220017	MIRRORS-DUAL WEST COAST	MIRROR, BLACK, HTD, REMOTE W / LWR HTD CONVEX	0	0
O	6230006	MIRRORS-AUXILIARY HIGH MOUNT	HIGH MOUNT 8" CONVEX, BLACK	0	0
S	630026	HORN-AIR	TWIN MOUNTED UNDER CAB	0	0
S	631001	HORN-ELECTRIC	SINGLE	0	0
O	661002	CAB TILT MECHANISM-C.O.E.	HYDRAULIC TILT WITH AIR ASSIST	20	0
S	6720001	GRILLE	AUTOCAR GRILLE	0	0
S	675001	BUG SCREENS	BUG SCREEN MOUNTED BEHIND GRILLE	0	0

CAB INTERIOR

S	3800001	STEERING WHEEL	16" DIA. WHEEL, 2 SPOKE	0	0
S	3810002	STEERING COLUMN	TILT AND TELESCOPIC STEERING COLUMN	0	0
O	5202002	SEAT-DRIVER	SEARS C2+ SEAT, AIR RIDE, AIR LUMBAR	0	0
O	5212001	SEAT-PASSENGER	SEARS C2+ SEAT, FIXED	0	0
S	5222000	SEAT BELTS-DRIVER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
S	5232000	SEAT BELTS-PASSENGER	THREE POINT RETRACTABLE, W/O COMFORT LATCH	0	0
O	5260002	SEAT INSERT	MODURA, ASPHALT COLOR	0	0
S	538001	CARPET & MAT	MAT WITH FOAM BACK	0	0
S	5500001	CENTER CONSOLE	CENTER CONSOLE	0	0
S	5510001	REAR CONSOLE	REAR CONSOLE	0	0
O	5942001	CIGAR LIGHTER	ONE (1) POWER PORT AND ONE (1) USB POWER PORT	0	0
O	8750001	ADDITIONAL ELEC. SWITCHES	2 DASH SWITCHES, WIRED TO POWER	1	0

CAB CLIMATE CONTROL

S	0602001	CAB TEMPERATURE SYSTEM	AIR COND INTEGRAL WITH HEATER/DEFROSTER (GHG)	0	0
S	612001	AIR CONDITIONER CONDENSER	STANDARD (RADIATOR MOUNTED)	0	0

GAUGES & INSTRUMENTATION

S	0572001	INSTRUMENTS SALES PKG	ADVANCED DIAGNOSTIC DISPLAY - V1	0	0
S	1430001	TRUCK ELECTRICAL CONTROL MODULE	VEHICLE CONTROL UNIT	0	0
S	1362000	TACHOMETER/RPM TACHOGRAPH	ELECTRONIC TACHOMETER	0	0

S	1372000	GAUGE-HOURMETER	HOURLMETER INCLUDED IN ON BOARD DISPLAY	0	0
S	225009	AIR INTAKE RESTRICTION INDICATOR	GRADUATED, AIR CLEANER MOUNTED	0	0
S	4390001	GAUGE-FUEL LEVEL	ELECTRONIC FUEL LEVEL	0	0
S	5712003	GAUGE PANELS	ALL GAUGES IMPERIAL	0	0
S	1472001	VEHICLE MONITORING SYSTEM	AUTOCAR ADVANCED TELEMATICS - FULL INSTALLATION	0	0

LIGHTING

S	8360003	LAMPS-HEAD	LED HEADLAMPS	0	0
S	8410002	LAMPS-TURN SIGNAL - FRONT	LED FRONT TURN SIGNALS	0	0
S	8510002	LAMPS-MARKER	AMBER LED ROOF MARKERS	0	0
S	859001	LAMPS-RUNNING	DAYTIME	0	0
O	867015	LAMPS-EMERGENCY WARNING	SWITCH WIRED(12GA) FOR BEACON LIGHT	1	0
S	8700001	CIRCUIT PROTECTION DEVICE	AUTO CIRCUIT BREAKERS	0	0

RADIO/MISC

O	509002	KEY & LOCK SETS- IGN/DOORS	DOOR & IGNITION SAME - SAME FOR FLEET - D324	0	0
S	509Q2000	KEY QTY.	0 ADDITIONAL KEYS PER TRUCK (2 TOTAL)	0	0
O	5900008	RADIO	AM/FM/WB/MP3/CD/USB/BLU ETOOTH	13	-4
O	59A0002	RADIO MOUNTING LOCATION	RADIO MOUNTED IN RHS HEADLINER	0	0
O	5910002	ANTENNA/POWER SUPPLY	ANTENNA - ROOF MOUNTED	0	0
O	596005	RADIO SPEAKERS	2 DUAL CONE SPEAKERS	0	0
O	9620001	FIRE EXTINGUISHER	DUAL 5LB ABC EXTINGUISHERS, ONE UNDER EACH SEAT	5	0

FRONT TIRES / WHEELS

O	9310001	TIRE MANUFACTURER & TREAD - FRONT	MICHELIN XZY-3	0	0
O	930821	TIRE SIZE & LOAD RANGE - FRONT	425/65R22.5L	0	0
O	905549	WHEELS-DISC FRONT	22.5X12.25" ALUMINUM, 4.75" INSET, ACCURIDE	-64	0

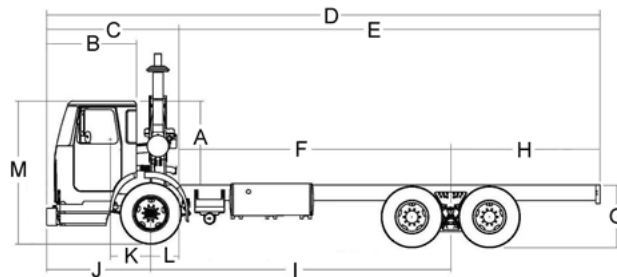
REAR TIRES / WHEELS

O	9342006	TIRE MANUFACTURER & TREAD - REAR	MICHELIN X WORKS Z	0	0
S	933062	TIRE SIZE & LOAD RANGE - REAR	11R22.5H	0	0

O	9142005	WHEELS-DISC REAR	22.5X8.25" ALUMINUM, 5.7" INSET, ACCURIDE	0	0
PAINT					
S	950001	CAB PAINT SCHEME	SINGLE COLOR PAINT	0	0
S	9550001	CAB PAINT TYPE	STANDARD WHITE	0	0
S	9801002	CAB COLOR-FIRST	APPROVED --- DPSS-N0007EX --- STANDARD WHITE N0007	0	0
S	9861U1	CHASSIS COLOR	BLACK P3036	0	0
S	987949	BUMPER COLOR	SAME AS CHASSIS,UNPAINTED ALUM OR CHROME	0	0
S	988401	DISC WHEEL OR RIM COLOR	STEEL, E-COAT WHITE / ALUM-UNPAINTED	0	0
ADDITIONAL OPTIONS					
S	899002	CHASSIS WARRANTY	STANDARD WARRANTY	0	0
S	899A200	TRANSMISSION WARRANTY	ALLISON 3YR. WARRANTY	0	0
S	899B001	ENGINE WARRANTY	CUMMINS STANDARD WARRANTY	0	0
S	978015	FLOOR PLAN	15 DAYS FLOORING	0	0
OTHERS					
S	9722022	CERTIFICATION- EMISSIONS	COMPLIES WITH 2022 U.S. EMISSIONS	0	0
SUB TOTALS					
			BASE WEIGHT	10,431	6,154
			FACTORY OPTION WEIGHT	502	312
			DISTRIBUTOR OPTION WEIGHT	0	0
TOTALS					
			TOTAL WEIGHT (LB)	10,933	6,466
					17,399

05/06/2022

Dimensions



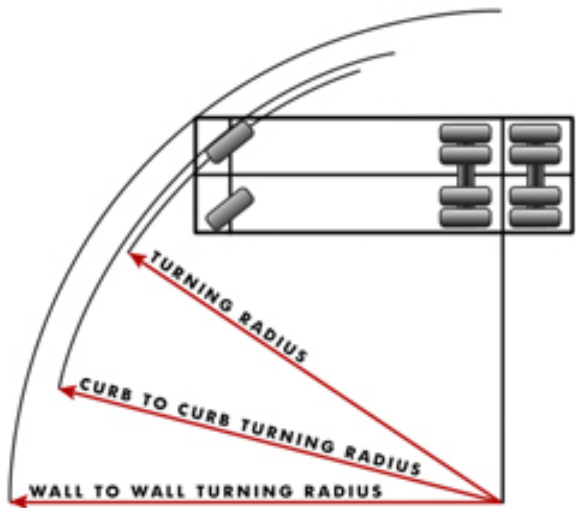
	Dimension(ft)	Description
A	59.00	CAB HEIGHT
B	62.00	BUMPER TO BACK OF CAB
C	95.00	EFFECTIVE BUMPER TO BACK OF CAB
D	361.00	OVERALL LENGTH
E	266.00	EFFECTIVE CAB TO END OF FRAME
F	192.00	EFFECTIVE CAB TO REAR AXLE
G	43.15	UNLADEN FRAME HEIGHT
H	74.00	OVERHANG
I	216.00	WHEELBASE
J	71.00	BUMPER TO FRONT AXLE
K	-24.00	DRIVER CENTER OF GRAVITY
L	24.00	EFFECTIVE FRONT AXLE TO BACK
M	102.15	OVERALL HEIGHT
N	0.00	FRONT FRAME EXTENSION

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

05/06/2022

Turning Radius



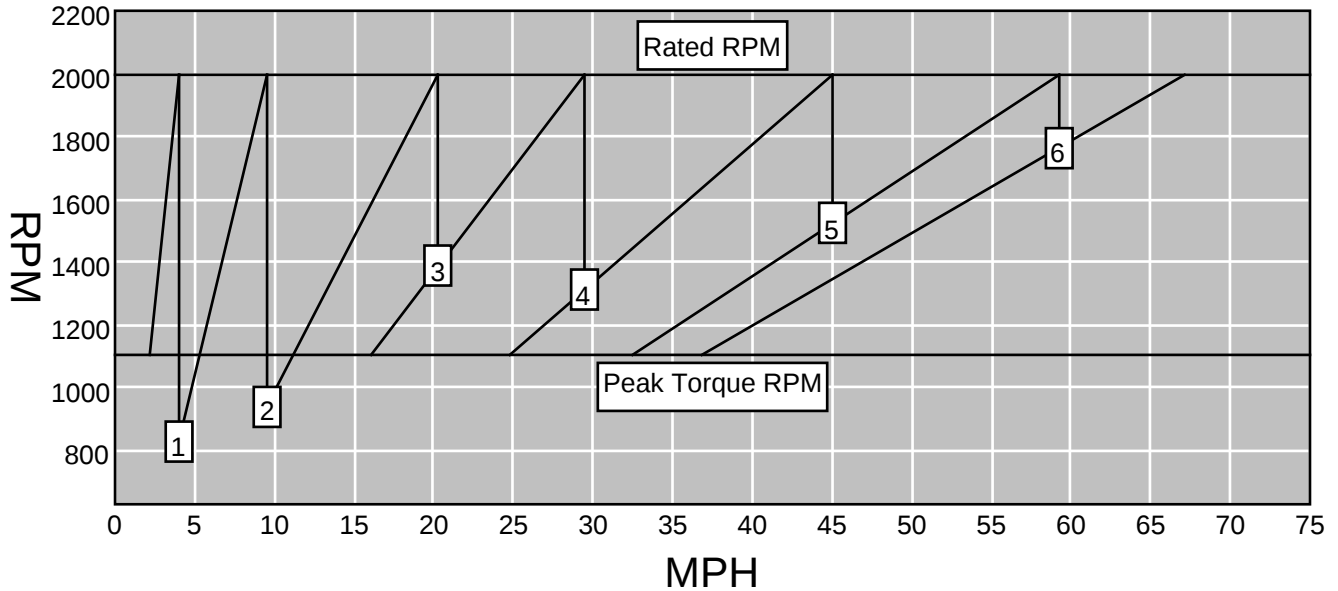
	Dimension(ft)	Description
A	36.38	TURNING RADIUS
B	75.52	CURB TO CURB TURNING DIAMETER
C	80.89	WALL TO WALL TURNING DIAMETER

SPECIFICATION SUMMARY

Model	
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H

05/06/2022

Shift Chart



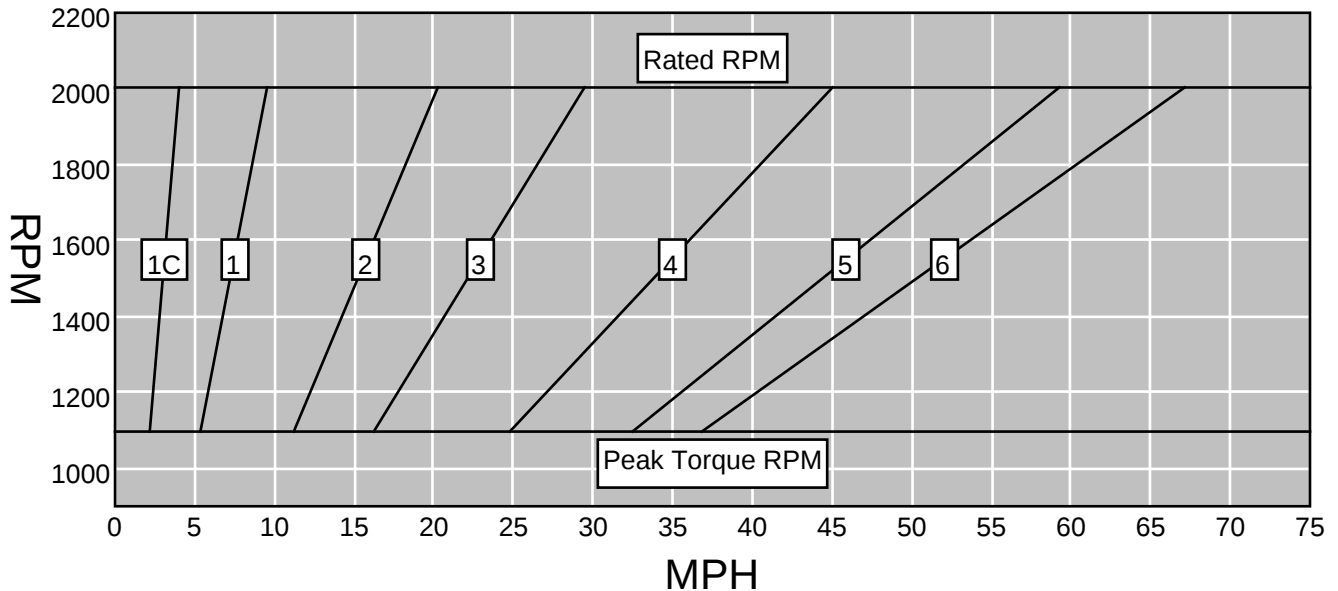
Gear	Trans. Ration	Rear Axle Ration	Overall Reduction	% Split	MPH	RPM After Shift
1C	11.37	5.38	61.2	0.0	4.0	0
1	4.70	5.38	25.3	141.9	9.6	826
2	2.21	5.38	11.9	112.7	20.3	940
3	1.53	5.38	8.2	44.4	29.4	1,384
4	1.00	5.38	5.4	53.0	45.0	1,307
5	0.76	5.38	4.1	31.6	59.2	1,520
6	0.67	5.38	3.6	13.4	67.1	1,763

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Rated Power	350 HP @ 2000 RPM
Peak Torque	1350 LB-FT @ 1100
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	496

05/06/2022

Operating Range



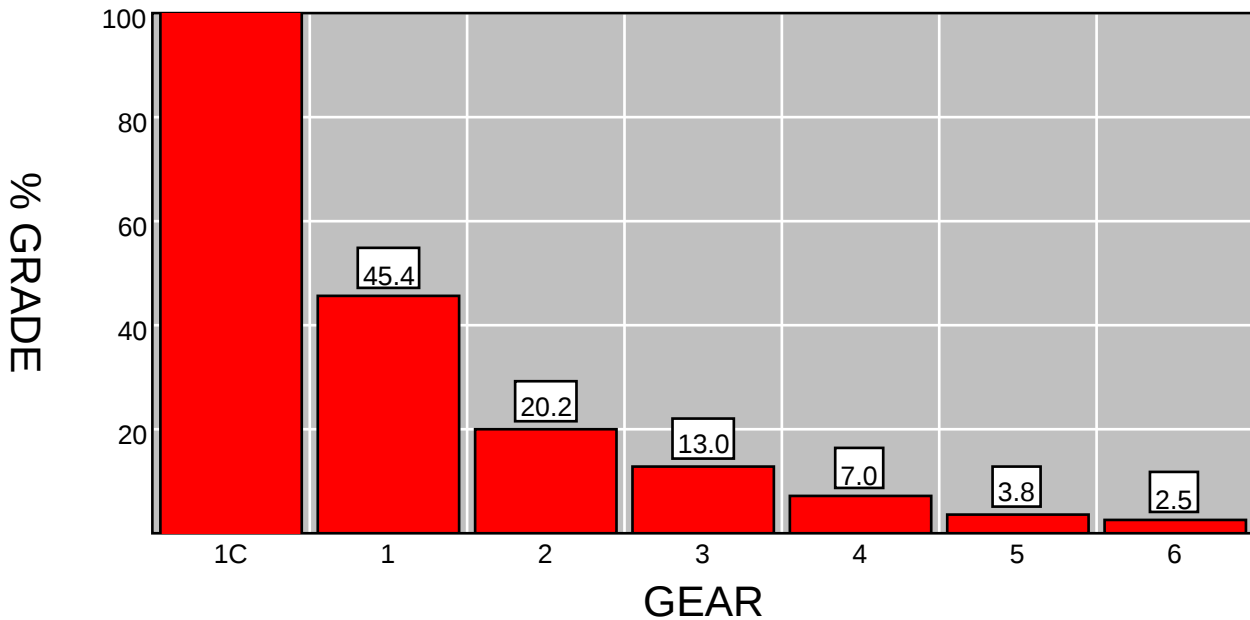
	Gear	Trans. Ratio	Rear Axle Ratio	Minimum MPH	Maximum MPH
	1C	11.37	5.38	2.2	4.0
	1	4.70	5.38	5.3	9.6
	2	2.21	5.38	11.2	20.3
	3	1.53	5.38	16.2	29.4
	4	1.00	5.38	24.7	45.0
	5	0.76	5.38	32.5	59.2
	6	0.67	5.38	36.9	67.1

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Rated Power	350 HP @ 2000 RPM
Peak Torque	1350 LB-FT @ 1100
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	496

05/06/2022

Gradeability



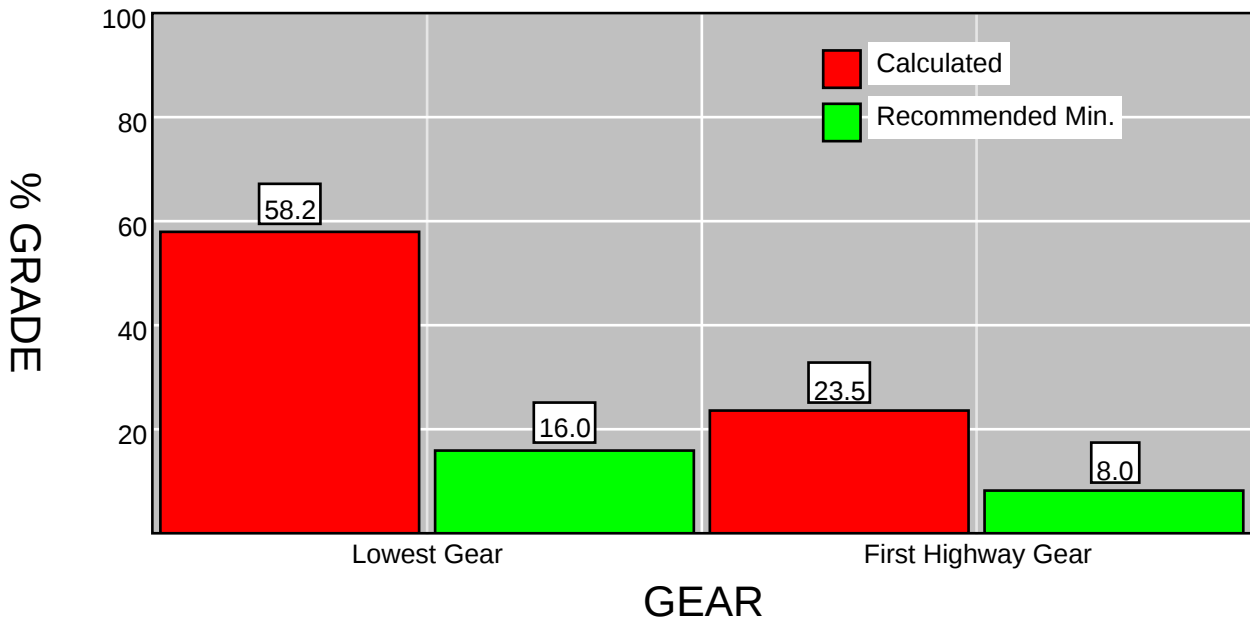
Gear	Trans. Ratio	Rear Axle Ratio	Overall Reduction	Peak Torque	Wheel HP	MPH	Maximum Grade%
1C	11.37	5.38	61.2	1,350.0	279.6	2.2	111.5
1	4.70	5.38	25.3	1,350.0	279.6	5.3	45.4
2	2.21	5.38	11.9	1,350.0	279.6	11.2	20.2
3	1.53	5.38	8.2	1,350.0	279.6	16.2	13.0
4	1.00	5.38	5.4	1,350.0	279.6	24.7	7.0
5	0.76	5.38	4.1	1,350.0	279.6	32.5	3.8
6	0.67	5.38	3.6	1,350.0	279.6	36.9	2.5

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Peak Torque	1350 LB-FT @ 1100
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	496
GVW/GCV	0
Surface	Concrete

05/06/2022

Startability



Gear	Application	Recommended Minimum Grade %	Calculated Grade %
Lowest Gear	City	12.0	n/a
	On Highway	16.0	58.2
	On-Off Highway	18.0	n/a
	Off Highway	20.0	n/a
First Highway Gear		0.0	n/a
	All Applications	8.0	23.5

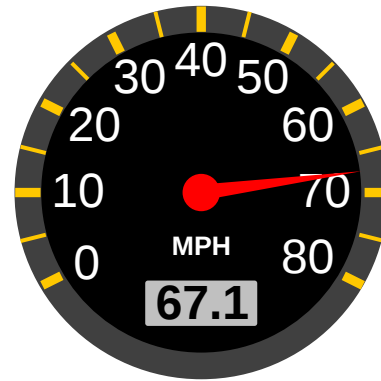
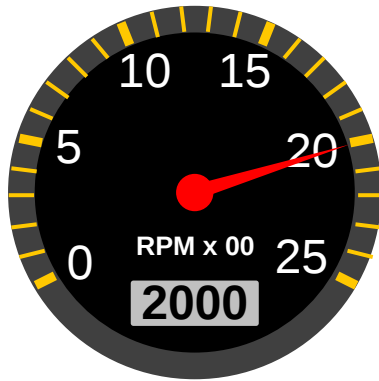
"SPECIFICATION SUMMARY"

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Clutch Torque	800 LB-FT 600 RPM
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Radius	19.6
GVW/GCV	0
Surface	Concrete
Terrain	On Highway

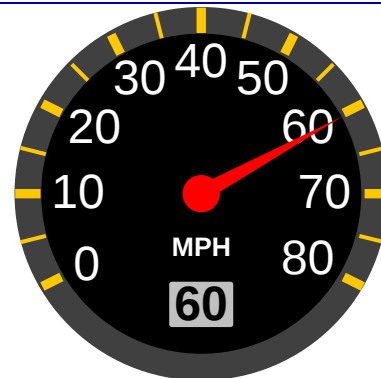
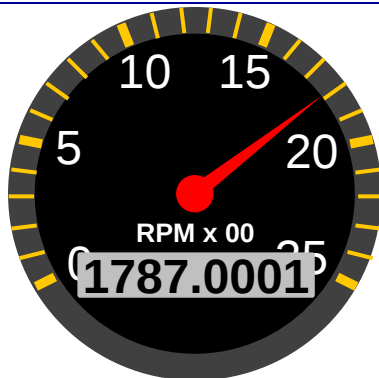
05/06/2022

Top Speed

Speed At Maximum RPM



RPM At 60MPH



	MPH	RPM
Top Speed	67.1	2,000
Cruise Speed	60.0	1,787
Minimum Of Engine Range	20.1	600
Maximum Of Engine Range	67.1	2,000
Minimum Of Economy Range	20.1	600
Maximum Of Economy Range	67.1	2,000

SPECIFICATION SUMMARY

Model	ACX64 Class 8
Engine	X12, 350HP / 2000RPM / 1350 LB-FT, CUMMINS
Transmission	ALLISON 4500 SERIES,6-SPEED
Rear Axle	MERITOR RT46-160 46,000 LB
Rear Axle Ratio	5.38
Rear Tire	11R22.5H
Tire Revolution	496

05/06/2022

GAWR, GVWR & Tire Pressure

GVW Rating – 66,000#			
Front GAWR	20,000#	Rear GAWR	46,000#
Front Suspension	22,000#	Rear Suspension	46,000#
Front Wheels	22,000#	Rear Wheels	59,200#
Front Tire Size And Tread	22,800#	Rear Tire Size And Tread	48,000#
Front Brakes	20,000#	Rear Brakes	48,000#
Front Axle	20,000#	Rear Axle	46,000#
PSI			
Front PSI	110.0	Rear PSI	105.0

Exhibit "D"

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. 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.

Stu Fox
(Signature)

05/17/2022
(Date)

Stu Fox
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 "E"
EQUAL BENEFITS COMPLIANCE DECLARATION

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

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

Dobbs Peterbilt
Consultant Name

Stu Fox
Signature

Stu Fox
Name (please print)

05/17/2022
Date

Director of Refuse Sales
Title

RESOLUTION NO. M-2043

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING PARTICIPATION IN THE SOURCEWELL COOPERATIVE PURCHASING**

WHEREAS, the City of Olympia desires to participate in the SourceWell Cooperative Purchasing program ("SourceWell"), which was created by state law as a service cooperative to provide programs and services to members in education and government. SourceWell was established with the statutory purpose to assist members in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually; and

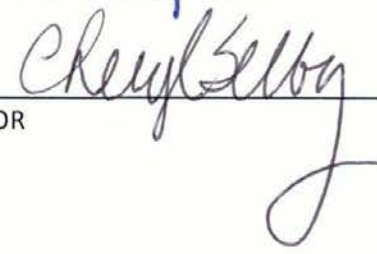
WHEREAS, the City of Olympia desires to participate in SourceWell for the purpose of fulfilling and executing its respective public governmental purposes, goals, objectives, programs, and functions, including the purchase of equipment, fleet, and related, supplies, materials, technology, public safety, furniture, fixtures, or other items and services; and

WHEREAS, the City of Olympia has reviewed the benefits of participating in SourceWell and based on this review has concluded the program will provide the best value to taxpayers of the City through the anticipated savings to be realized;

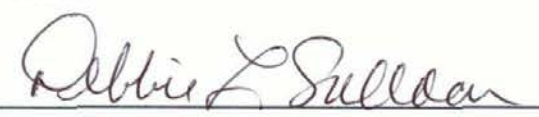
NOW, THEREFORE, THE OLYMPIA CITY COUNCIL DOES HEREBY RESOLVE as follows:

The Olympia City Council hereby authorized the City of Olympia to participate in the SourceWell Cooperative Purchasing program, and the City Manager is authorized to register for the SourceWell Cooperative Purchasing program on behalf of the City of Olympia for the purpose of utilizing purchasing contracts that have been competitively bid by SourceWell Cooperative Purchasing or other members of the SourceWell Cooperative Purchasing program. The provision and authorization granted by this Resolution is effective until May 1, 2025, unless modified or rescinded by future action of the Council.

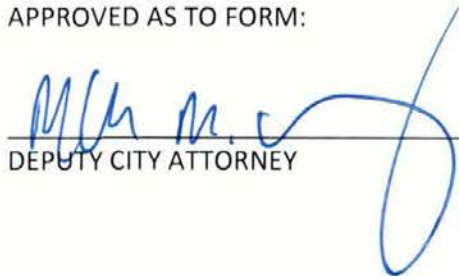
PASSED BY THE OLYMPIA CITY COUNCIL this 16th day of July 2019.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


DEPUTY CITY ATTORNEY



City Council

Thurston Regional Planning Council Update

Agenda Date: 6/7/2022
Agenda Item Number: 6.A
File Number: 22-0562

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

Title

Thurston Regional Planning Council Update

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Receive a briefing on the work of the Thurston Regional Planning Council.

Report

Issue:

Whether to Receive a briefing on the work of the Thurston Regional Planning Council.

Staff Contact:

Susan Grisham, Assistant to the City Manager, 360-753-8244

Presenter(s):

Marc Daily, Executive Director, Thurston Regional Planning Council

Background and Analysis:

Thurston Regional Planning Council (TRPC) is a public agency that is governed by a council comprised of elected and appointed officials from jurisdictions and organizations in the Thurston region.

Executive Director, Marc Daily will provide a briefing on the work of the TRPC and will discuss the status of I-5 improvements.

Attachments:

None



City Council

Briefing on a Resolution M-2160 Recognizing Injustice and Harm Against Black, Indigenous, People of Color, Transgender and Non-binary People and the Adoption of Policies and Actions to Protect Transgender and Non-binary Communities

Agenda Date: 6/7/2022
Agenda Item Number: 6.B
File Number: 22-0564

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

Title

Briefing on a Resolution M-2160 Recognizing Injustice and Harm Against Black, Indigenous, People of Color, Transgender and Non-binary People and the Adoption of Policies and Actions to Protect Transgender and Non-binary Communities

Recommended Action

Committee Recommendation:

The Community Livability and Public Safety Committee received a briefing at their May 26 meeting.

City Manager Recommendation:

Receive a briefing on Resolution M-610 Recognizing Injustice and Harm Against Black, Indigenous, People of Color, Transgender and Non-binary People and the Adoption of Policies and Actions to Protect Transgender and Non-binary Communities.

Report

Issue:

Whether to receive a briefing on Resolution M-2160 recognizing injustice and harm against Black, Indigenous, People of Color Transgender and Non-binary people and the adoption of policies and actions to protect Transgender and Non-binary communities.

Staff Contact:

Linnaea Jablonski, Human Resources Director, 360.753.8309

Presenter(s):

Tobi Hill Meyer, Diversity, Equity and Inclusion Program Manager, 360.570.3773

Background and Analysis:

As a response to community concerns that were raised during the November 2019 Transgender Day of Remembrance, the City Council passed Resolution M-2160 in September 2020. The Resolution

recognizes injustice and harm against Black, Indigenous, People of Color Transgender and Non-binary people and adopts policies and actions to protect Transgender and Non-binary communities.

This briefing will give background on the Resolution, the goals of the resolution, and a status update of the implementation of the action steps that were included in the resolution.

Neighborhood/Community Interests (if known):

The safety of Black, Indigenous, People of Color Transgender and Non-binary people is of great interest and concern to the community.

Options:

1. Receive the briefing.
2. Do not receive the briefing.
3. Receive the briefing at another time

Financial Impact:

The 2022 Operating Budget appropriated funds for Diversity, Equity, and Inclusion Training and General Professional Services which will be allocated to implement the action items in the resolution.

Attachments:

Resolution M-2160

RESOLUTION NO. M-2160

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
RECOGNIZING INJUSTICE AND HARM AGAINST BIPOC (BLACK, INDIGENOUS, PEOPLE OF
COLOR) TRANSGENDER AND NON-BINARY PEOPLE AND ADOPTION OF POLICIES AND
ACTIONS TO PROTECT TRANSGENDER AND NON-BINARY COMMUNITIES**

WHEREAS, a reported sixty-six (66) Black Transgender Women have been murdered in the United States between January 2018 and the present day, of which ten (10) deaths have transpired between June 2020 and August 2020; and

WHEREAS, Black Transgender Women experience direct and systemic harm at a dangerous and alarming rate, including but not limited to physical and emotional violence, discrimination in healthcare, mental healthcare, employment, housing, and public programs providing basic needs for survival; and

WHEREAS, Washington's Law Against Discrimination, Chapter 49.60 RCW, explicitly prohibits discrimination based on "gender expression or identity," and that this protection includes (but is not limited to) employment, housing, health insurance, and places of public accommodation; and

WHEREAS, a November 2019 local study with BIPOC (Black, Indigenous, and People of Color) Transgender Women and Non-Binary People in Thurston County found that 89% of its participants experienced housing insecurity, 78% experienced violence and unemployment, 75% experienced employment discrimination, and 55% experienced inadequate medical care and food insecurity; and

WHEREAS, a March 2020 local study with Transgender Women and Non-Binary People in Thurston County found that 63% of participants made under \$2,000 a month, 75% of participants were unemployed between 2018 and 2020, and only 38% of participants had adequate health care; and

WHEREAS, the harms of discrimination have a significant impact on BIPOC Transgender and Non-Binary People; and reforms will often fail to include these harms unless they are specifically focused on; and

WHEREAS, the City of Olympia recognizes that it is illegal discrimination to not allow an employee to use their chosen name and pronouns, and that when a co-worker or supervisor is repeatedly and/or intentionally using the wrong name or pronouns, it may also be considered sexual harassment; and

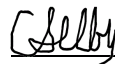
WHEREAS, the City of Olympia recognizes that when a social service agency fails to intervene when a client faces transphobic harassment from other clients or staff, that it is a form of illegal discrimination;

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

1. The City of Olympia recognizes that Black Transgender and Non-Binary Lives Matter.
2. The City of Olympia commits to making its community a safer, stronger, and thriving space for BIPOC (Black, Indigenous, and People of Color) Transgender and Non-Binary People, and especially for Black Transgender Women.

3. The City of Olympia will ensure that City services are equitable to all by providing City staff and its contractors with access to comprehensive workplace diversity training that includes gender identity, transgender equality, implicit bias, and the intersectionality of race and disability.
4. The City of Olympia will work together with local Transgender rights leaders and organizations on data collection and best practices to ensure that BIPOC Transgender and Non-Binary People have fair access to employment and promotion within the City by including transgender and non-binary people in anonymous demographic data collection for employment, current employees, and management, and then use that collected information to improve hiring and HR practices.
5. The City of Olympia will ensure that all social service programs funded by the City are made available to BIPOC Transgender and Non-Binary People by including them in all client demographic collection as a way to identify where transgender and non-binary people are or are not being adequately served.
6. The City of Olympia will ensure that all professional services and bidding contracted with the City will explicitly prohibit transphobic discrimination or harassment, including transgender exclusion policies or practices in health benefits.
7. The City of Olympia commits to developing plans to make all City services and contracted social services equitably available to all through the work of the Social Justice and Equity Advisory Committee/Commission. In that work, there will be an area of focus on transgender and non-binary people, with a specific focus on significantly improving safety and community services for BIPOC Transgender and Non-Binary Communities, and especially for Black Transgender Women. Black Transgender Women, in collaboration with City staff, will be included in developing any plans of action moving forward. Planning efforts will develop model policies, identify barriers, service gaps, health and wellbeing disparities, and create action steps to remove those barriers and set benchmarks to measure success. The City will adopt best practices through input from BIPOC Transgender and Non-Binary community members, who will remain involved and included in implementation as that unfolds.

PASSED BY THE OLYMPIA CITY COUNCIL this 15th day of September 2020.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:

Mark Barber
CITY ATTORNEY



City Council

Approval of the Proposed Agenda, Location, and Facilitator for the Mid-Year City Council Retreat

Agenda Date: 6/7/2022
Agenda Item Number: 6.C
File Number: 22-0565

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

Title

Approval of the Proposed Agenda, Location, and Facilitator for the Mid-Year City Council Retreat

Recommended Action

Committee Recommendation:

Not referred to a committee.

City Manager Recommendation:

Move to approve the upcoming mid-year retreat details including location, agenda, and facilitator.

Report

Issue:

Whether to approve the recommendations for the location, agenda, and facilitator for the mid-year retreat.

Staff Contact:

Jay Burney, City Manager, 360.753.8740

Presenter(s):

Jay Burney, City Manager

Background and Analysis:

The Council holds a mid-year retreat to address timely issues, review progress on major initiatives, and check-in on other matters as determined by the City Council.

At its January 2022 retreat, the City Council set Saturday, June 18 as the date for their mid-year retreat. It is suggested that the retreat take place in Council Chambers.

It is recommended that Meg Winch of Communications Resources Northwest facilitate the retreat. The suggested agenda topics are long term financial strategy; priority projects review; Communications plan update and Council relationship dynamics.

Neighborhood/Community Interests (if known):

The mid-year retreat is a time for the City Council to reflect on the progress of work they planned at their January retreat, discuss priorities and receive updates from staff on City initiatives. The topics on the agenda reflect issues, priorities and work methods that give insight on how the City Council is working to make progress on issues of importance to the community.

Options:

1. Approve the time, date, facilitator, agenda and location of the mid-year retreat.
2. Make changes to the time, date, location, facilitator, agenda or location of the mid-year retreat.
3. Do not approve the time, date, location, facilitator, agenda or location of the mid-year retreat.

Financial Impact:

Cost for the facilitator is estimated between \$4,000 - 7,000 depending on agreed meeting format.

Attachments:

Draft Retreat Agenda

City of Olympia

City Council Mid-Year Retreat

Date: June 18, 2022
Location: Council Chambers, Olympia City Hall
Attendees: Meg Winch, Keith Maier, Danica Miller, Jay Burney, Keith Stahley, Debbie Sullivan, Kellie Purce Braseth, Susan Grisham, Aaron BeMiller, Jim Cooper, Cheryl Selby, Dani Madrone, Lisa Parshley, Clark Gilman, Dontae Payne, Yến Huỳnh

June 18th, full day

- | | |
|------------------------------|---|
| 8:00am –
9:00am | Coffee and Conversation (come when you can) |
| 9:00am –
9:30am | Goals and Objectives <ul style="list-style-type: none">• Meeting Rules of Engagement |
| 9:30am –
10:15am | Long Term Financial Strategy
<i>Presentations – Jay Burney and Aaron BeMiller</i> <ul style="list-style-type: none">• Presentation and review of current financial strategy• Recession Planning• Discussion and feedback from Council |
| 10:15am –
11:15am | Priority Projects Review
<i>Presentation and Discussion – Debbie Sullivan and Keith Stahley</i> <ul style="list-style-type: none">• Presentation and review of priority projects• Discussion of new priorities and/or changed conditions |
| 11:15am –
11:30am | BREAK |
| 11:30am –
12:15am | Strategic Communications Update
<i>Presentation on Implementation of the Strategic Plan – Kellie Purce Braseth</i> <ul style="list-style-type: none">• Update and identification of next steps• Identification / discussion of gaps |
| 12:15pm –
1:15pm | Working Lunch / Team Building |
| 1:15pm –
2:45pm | Council Relationship Dynamics <ul style="list-style-type: none">• Review and finalize the 10 operational agreements from January.• Strategies for Conflict resolution |
| 2:45pm –
3:00pm | Closing Statements and Next Steps |