

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OLYMPIA, WASHINGTON
AUTHORIZING THE PURCHASE OF THREE PETERBILT REFUSE COLLECTION TRUCKS**

WHEREAS, the City of Olympia has determined that it has the need for three Peterbilt refuse collection trucks; and

WHEREAS, the City, through the SourceWell Cooperative Purchasing program, is able to purchase the necessary Peterbilt refuse collection trucks for the favorable price of \$708,161.14; and

WHEREAS, the City and Western Peterbilt have reached a tentative agreement for the purchase of the three trucks; the agreement is attached hereto as Exhibit A.

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

1. The Olympia City Council hereby authorizes the City Manager to approve the purchase of three Peterbilt refuse collection trucks from Western Peterbilt, Inc. of Seattle, Washington for an amount not to exceed Seven Hundred Eight Thousand One Hundred Sixty-four and 14/100 Dollars (\$708,164.14).
2. The City Manager is authorized and directed to execute on behalf of the City of Olympia the agreement, and any other documents necessary to execute said agreement, and to make any minor modifications as may be required and are consistent with the intent of the agreement, or to correct any scrivener's errors.

PASSED BY THE OLYMPIA CITY COUNCIL this _____ day of _____ 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



DEPUTY CITY ATTORNEY

SUPPLEMENTAL TERMS & CONDITIONS

WESTERN PETERBILT, INC

Sourcewell (Formerly NJPA) Master Contract # 081-716-PMC

This Supplemental Terms & Conditions Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City") and Western Peterbilt, Inc., a Washington Corporation ("Contractor").

The City seeks to acquire three (3) Endless Chain Roll-Off Trucks which include three (3) 2020 Peterbilt 520 Left Hand Drive 4 Axle Chassis, and three (3) 2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off Bodies for the not-to-exceed contract amount of Seven Hundred Eight Thousands One Hundred Sixty-four and 14/100 Dollars (\$708,164.14), 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:

- ☐ Peterbilt Motors Company Master Contract 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 Peterbilt Motors Master Contract (Exhibit A) and Pricing (Exhibit B), and take precedence over any conflicting provisions of those documents. Any and all references to Sourcewell (formerly NJPA) in the Peterbilt Motors Company Master Contract (Exhibit A) means City.

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 (7) years after the date of final payment under the Agreement all financial information, data, and records for all Work.

B. Audit Access. The Contractor shall provide access to its facilities, including those of any subcontractors, to the City, the state, and/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 will repay the City all indicated amounts following an audit exception that occurs due to the negligence, intentional act, and/or failure for any

reason to comply with the terms of this Agreement by the Contractor, its officers, employees, agents, and/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 such portion, the City will determine whether the material should be made available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Contractor of the request and allow the Contractor ten (10) business days to take whatever action it deems necessary to protect its interests. If the Contractor fails or neglects to take such action within said period, the City will release the portions of record(s) 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 handicaps; provided, however, that the prohibition against discrimination in employment because of disability does not apply if the particular disability prevents the performance of the essential functions required of the position.

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

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, 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 E. If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit F.

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 shall 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 \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance must be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

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

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

H. Verification of Coverage. Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

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

K. City's Full Access to Contractor Limits. If the Contractor maintains higher insurance limits than the minimums shown above, the City 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 will automatically terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense accrues to the City in the event this provision applies.

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 hereof 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 fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement must be brought in Thurston County, Washington, 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.

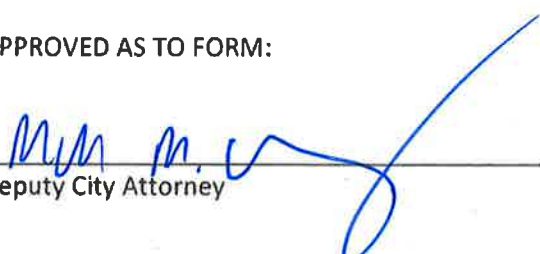
R. Early Retirement from the State of Washington- Certification. By signing this form, the signatory certifies that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions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

**** Signature on the following page ****

CITY OF OLYMPIA

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

APPROVED AS TO FORM:



Deputy City Attorney

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

WESTERN PETERBILT, LLC


By: _____
Stu Fox
Director of Refuse Sales
3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383
Date of Signature: 6/28/19

EXHIBIT A

PETERBUILT MOTORS COMPANY MASTER CONTRACT

Form CEXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUESTCompany Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
3.11.1/5	...fifth-year contract option...	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
3.14/6	Any such dealer will be considered a sub-contractor of proposer/vendor.	Dealers as independently businesses.	Accepted as clarification.
3.23/8	Vendor will take sole responsibility for the performance of delivered equipment/products/services.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.23.2/8	Vendor assumes all responsibility for the equipment/products/services/and actions of any such sub-contractor.	Peterbilt Motors Company is responsible for condition of equipment as delivered to dealer. Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures.	Accepted as clarification.
3.26.1/9	...additional one-year renewal/extension.	Peterbilt reserves the right to accept or reject fifth year contract option.	Accepted as clarification.
5.54/16	Proposer agrees to pay for and return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.	Pre-delivery inspection will be performed by dealer and issues will be addressed through warranty procedures. Any vehicle not meeting specified standards of form, fit, or function will be corrected by authorized dealer.	Accepted as clarification.
6.13/19	NJPA reserves the right to request and test equipment/products and related services and seek clarification from Proposers.	NJPA may request factory visit to view manufacturing processes and operate available products.	Accepted as clarification.
7.5/24	Performance bond.	Not industry applicable.	Accepted.

Proposer's Signature:

Date: 5/30/16Form C

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**



Company Name: Peterbilt Motors Company

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	NJPA ACCEPTS
7.7/25	Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA members as it applies to this RFP and contract.	Peterbilt Motors Company will report quantity of units purchased under the program to reflect proposed rebate on per unit basis.	Not accepted. See below.
7.12/6	Under no circumstances may the vendor make unauthorized substitutions.	Dealers will be notified of any product substitution in the event of supplier constraints. Substitutions will be of equal standard.	See below.
8.23/29	Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as part of the purchase order when requested by NJPA or an NJPA member.	Requests will be limited to specific parts/assemblies as they relate to the product being ordered.	Accepted as clarification.

Proposer's Signature: _____

[Signature]

Date: _____

8/31/16

NJPA's clarification on exceptions listed above:

7.7: The required information must be reported to NJPA to assure compliance with Contract terms. Additionally, this information is crucial to NJPA maintaining accurate membership records.

7.12: The following clarification is Accepted by NJPA: Depending on supplier constraints, Peterbilt Motors Company may substitute specified items with materially equivalent offerings from other suppliers. Offerings that are materially different will be communicated through the dealer network to the end-user.



FORM D



Formal Offering of Proposal
(To be completed only by the Proposer)

CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for CLASS 6, 7, AND 8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Pertubilt Motors Company Date: 8/3/16

Company Address: 1700 Woodbrook Street

City: Denton State: TX Zip: 76205

Contact Person: Jameson Giffis Title: National Fleet Sales Manager

Authorized Signature: 
(Name printed or typed)

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

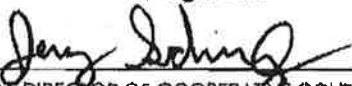
NJPA Contract #: 081716-PMC

Proposer's full legal name: Peterbilt Motors Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be November 15, 2016 and will expire on November 15, 2020 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on November 15, 2016

NJPA Contract # 081716-PMC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Robert P Woodall - Peterbilt Motors Company

Authorized Signatory's Title Asst General Mgr - Sales & Marketing



VENDOR AUTHORIZED SIGNATURE

Robert P. Woodall
(NAME PRINTED OR TYPED)

Executed on _____, 20__

NJPA Contract # 081716-PMC

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: Peterbilt Motors Company

Address: 1700 Woodbrook Street

City/State/Zip: Denton, TX 76205

Telephone Number: 615-707-5821

E-mail Address: jameson.griffis@pacor.com

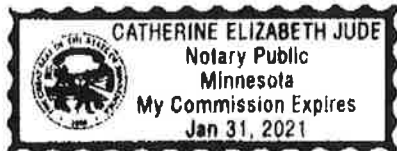
Authorized Signature: 

Authorized Name (printed): Jameson Griffis

Title: National Fleet Sales Manager

Date: 08/31/16

Notarized



Subscribed and sworn to before me this 31st day of August, 2016

Notary Public in and for the County of Hennepin State of MN

My commission expires: January 31, 2021

Signature: C. Jude

PROPOSER QUESTIONNAIRE
Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Peterbilt Motors Company

Questionnaire completed by: Jameson Griffis

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)? **Negotiated by Dealer.**
- 2) 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? **Finance and leasing options are available through PACCAR Financial Corporation.**
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders. **All equipment specifications will be generated by the selling dealer. The order for the equipment will be placed by the selling dealer to Peterbilt Motors Company along with an identifying sales code. This sales code is searchable in the Peterbilt orders database and will allow the unit(s) to be identified as NJPA Member order.**
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process? **Payments terms are negotiated between directly between customer and dealer.**

Warranty

- 5) Describe in detail your manufacture warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
 - Do your warranties cover all products, parts, and labor? **See warranty quick reference attachments.**
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage? **Warranty limitation are based on time and/or mileage for the vehicle and time/mileage/engine hours for the engine and aftertreatment system that start from the original Date-In-Service of the vehicle.**
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? **Towing or Road Call to the vehicle location is allowed under the Standard Engine Warranty. The Standard On-Highway Vehicle Warranty does not include towing or road call provisions. An extended towing coverage plan is offered separately for the vehicle.**
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair? **All warrantable repairs can be performed by any authorized Peterbilt service location in North America.**
 - 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? **OEM parts must be used in all warrantable repairs.**
 - What are your proposed exchange and return programs and policies? **Exchanges and returns are addressed by dealer policy.**
- 6) Describe any service contract options for the items included in your proposal. **Full and modified service contract options are available through PacLease.**

Pricing, Delivery, Audits, and Administrative Fee

- 7) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.) **See Attachment**
- 8) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list. **See Attachment.**
- 9) The pricing offered in this proposal is
 - _____ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
 - _____ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - ☒ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
 - _____ d. other than what the Proposer typically offers (please describe).
- 10) Describe any quantity or volume discounts or rebate programs that you offer. **Pricing offered assumes volume discount.**
- 11) 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. **Sourced goods may be supplied at cost plus 10% at participating dealers.**
- 12) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. **Pricing will not include federal excise tax or any other state, local, or other use taxes. Pricing includes shipment of chassis from the point of manufacture to a single destination in the contiguous United States and Canada.**
- 13) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program. **Peterbilt Motors Co. standard freight rate will include shipping to one destination in the contiguous United States and Canada.**
- 14) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery. **Peterbilt Motors Co. will provide chassis delivery from manufacture at standard freight rate (\$2,125) will include shipping to one destination in the contiguous United States and Canada. Shipping outside of contiguous United States can be arranged at additional costs based on time requirements and shipping methods.**
- 15) Describe any unique distribution and/or delivery methods or options offered in your proposal. **Peterbilt Motors Company has relationships with select tractor upfitting/body vendors located near its production facilities. These vendors are able to pick up the chassis to perform upfitting and return the chassis to Peterbilt after the modifications are complete. Peterbilt will then ship the chassis to its final destination without additional shipping charges.**
- 16) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members 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 NJPA. **All Peterbilt orders are entered into the production schedule using sales codes that identify required parts, options, and special pricing requirements. NJPA will be provided a unique sales code that will identify NJPA member orders. A self audit will be performed quarterly by searching the Peterbilt internal database for orders with the NJPA sales code that identifies the order as originating from a NJPA member. It will be the NJPA member's responsibility to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member**

to ensure that the sales code is applied to the order. This can be accomplished by reviewing the specification provided by the dealer. The specifications will list all sales codes associated with the order. This ensures that the NJPA member receives correct pricing and that NJPA is awarded the administrative fee. If the code is not placed on the order, the order will be considered as a standard order and pricing or administrative fee will not be guaranteed. Disputes regarding order credit will be limited to the prior quarter's reporting period.

- 17) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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 RFP Section 6.29 and following for details.) Peterbilt Motors Company will issue a \$500 credit per chassis ordered to NJPA. The credit will be issued quarterly. All credits will be dependant upon and identified by the required NJPA sales code being attached to the order. Credit disputes will be limited to previous quarter.

Industry-Specific Questions

- 18) Describe any manufacturing processes or material specification-related attributes that contribute to **chassis** strength, durability, and reliability, and that differentiate your offering in the marketplace.

Standard 120,000 psi frame rails custom drilled per specification with Huck Bolt fasteners. Huck Bolts offer 5x fatigue strength of standard nut/bolt assemblies. Peterbilt frames use industry leading air & electrical routings to minimize service issues and extend truck life.

- 19) Describe any manufacturing processes or material specification-related attributes that contribute to **cab** strength, durability, and driver safety/usability, and that differentiate your offering in the marketplace.

Peterbilt trucks are standard with an all aluminum a lightweight, corrosion resistant cab. Piano-style door hinges maintain door alignment and bulkhead-style doors increase cab strength. Stainless steel grill offers additional protection to engine and cooling system components from road debris and impacts. The Metton hood on Peterbilt conventional medium duty conventional and vocational modeals offer superior flexibility and resistance to cracking. The advantage of Metton over fiberglass hoods increases at extreme temperatures. Two stage paint (base coat + clear coat) robotic paint process that ensures even application and maintains the longest lasting color brightness and shade resulting in less paint/corrosion related maintenance items.

- 20) Describe any serviceability attributes (such as remote diagnostics) that your proposal contains. Please indicate which of these attributes are considered "industry-expected attributes" and which you believe are "vendor differentiators."

Peterbilt is an industry leader in technology and innovation. Although remote diagnostics have been available in the market for some time, Peterbilt's SmartLink, is an improvement over other offerings in the marketplace. SmartLink addresses feedback from customers regarding remote diagnostic issues and functionality limitations. SmartLink provides instant data to fleet managers regarding the health status and location of the unit. SmartLink enables the fleet manager to provide instruction to the driver of how to proceed during a maintenance event. Peterbilt also offers and dash mounted infotainment system. This system can be used to control audio/visual, view cameras, navigation, truck data, and integrated EOBR systems. Peterbilt's Driver Performance Assistant can provide efficiency feedback to drivers. This system monitors the driver's braking, accelerating, etc. to suggest ways to increase fuel economy.

- 21) Provide any market data supporting the longevity and reliability of your proposed solutions.

According to R.L. Polk data 1985-2013, 94% of all Peterbilt class 6/7 trucks and tractors were still in operation. 97% of all Peterbilt class 6/7 trucks and tractors were still in operation from 1998-2013. Peterbilt class 6/7 trucks and tractors achieved the highest percentage of units in operation with the lowest ranked competitor at 68% and 83% respectively.

- 22) As a percentage of your total units sold over the past three years, what portion are day cabs? ~50%

- 23) What is your parts order fill rate? ~99%

- 24) What is your US market share? Canadian share (if any)? Medium Duty 7.5% and Heavy Duty 13.1% |

Signature: _____



Date: 8/31/16



EXHIBIT B - PRICING

WESTERN PETERBILT, INC.

3801 Airport Way South
Seattle, Washington, 98108
(206) 624-7383



May 30, 2019

Mr. Mo Matthiesen
Fleet Supervisor
City of Olympia
1401 Eastside Street SE
Olympia, WA 98507

REF: AGREEMENT FOR SOURCEWELL BID CONTRACT #081-716-PMC PETERBILT MOTORS COMPANY.

Western Peterbilt, Inc. would like to formally extend all bid prices, terms, and conditions to the City of Olympia for the purchase of (3) three or more Endless Chain Roll-Off Trucks for the AA Welding Advantage Roll-Off per Sourcwell Contract #081-716-PMC.

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

-2020 Peterbilt 520 Left Hand Drive 4 Axle Chain and Hook Roll-Off Chassis per the City of Olympia specifications. Current list price \$253,739.00 minus 41.32% discount of \$104,844.95 for a total of \$148,894.05.	\$ 148,894.05
-Floorplan or interest cost of 175 days at \$18.40 per day or \$3,220.00	\$ 3,220.00
-Doc fees.	\$ 150.00
-Detailing.	\$ 275.00
-Fuel.	\$ 200.00
-Subtotal for chassis per unit	\$ 152,739.05
-2019 AA Welding Advantage AAR024 60,000 lbs. Endless Chain Roll Off per the City of Olympia specifications.	\$ 58,227.79
-20 lbs Fire Extinguisher.	\$ 388.89
-Marker lights - Back of Boom on Sides.	\$ 583.33
-Body PDI	\$ 1,111.11
-Freight to Olympia.	\$ 1,155.56

3801 Airport Way South
Seattle, WA, 98108
(206) 624-7383
FAX: (206) 340-0416
1-800-255-7383

2028 Rudkin Rd.
Yakima, WA, 98909
(509) 453-3700
FAX: (509) 457-0702
1-800-734-7383

3443 20th Street, E.
Fife, WA, 98424
(253) 922-7383
FAX: (253) 927-7931
1-800-439-7383

15330 Smokey Point Blvd
Marysville, WA, 98271
(360) 659-7383
FAX: (360) 659-1705
1-888-755-7383

6214 E Broadway
Spokane, WA, 99212
(509) 535-4241
FAX: (509) 536-3949
1-800-572-6219

1435 E. Hillsboro St.
Pasco, WA, 99301
(509) 545-3700
FAX: (509) 545-1454
1-888-330-7383

2200 Spar Ave.
Anchorage, AK, 99501
(907) 276-2020
FAX: (907) 276-2164

-Sub Total	\$ 214,205.73
-Extension	<u>X3</u>
-Sub Total	\$ 642,617.19
-Washington State Sales Tax (10.2%)	<u>\$ 65,546.95</u>
Total	\$ 708,164.14 =====

An early pay discount of \$2,800.00 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, Mo Matthiensen receives an email notification at mmatthie@ci.olympis.wa.us or telephone notification at 360-753-8215 from Western Peterbilt representative, Stu Fox or his designee.

Please see the attached Sourcewell bid documentation(See Exhibit C, Vehicle Specifications.)

Thank you for the opportunity to earn your business!

Stu Fox

Stu Fox
Director of Refuse Sales
Western Peterbilt, Inc.

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. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

Western Peterbilt, LLC/Gayle Smith ^{Director of Human Resources} affirms compliance with the City of Olympia's nondiscrimination ordinance and contract provisions. **Please check all that apply:**

☐ Nondiscrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).

What type, and how often? _____

☒ 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.

What type of meeting, and how often? Annual + Training

☒ If, in addition to two of the above methods, you use other methods of providing notice of nondiscrimination, please list:

Postings in employee break rooms

☐ If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's nondiscrimination ordinance.

Failure to implement 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.

Gayle A. Smith
(Signature)

6/25/2019
(Date)

Gayle A. Smith
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.

Western Peterbilt, LLC

Consultant Name

Gayle A. Smith

Signature

Gayle A. Smith

Name (please print)

6/25/2019

Date

Director of Human

Title

Resources