

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

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, a Division of PACCAR Inc., 10630 NE 38<sup>th</sup> Place, Kirkland, WA 98033 (Supplier).

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

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

**1. TERM OF CONTRACT**

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

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

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

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Supplier's vehicles. Supplier does not warrant or accept responsibility or liability for any parts separately warranted, for example, body installations, or engines not manufactured by Supplier (which carry a separate manufacturer's warranty). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity.

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

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to 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. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

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

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and



promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

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

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

## **19. COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Kenworth Truck Company,  
a Division of PACCAR Inc.

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 7/5/2024 | 12:34 PM CDT

DocuSigned by:  
*Mike Kleespies*  
By: 0B8F148A584040E...  
Mike Kleespies  
Title: Director of Medium Duty Trucks  
Date: 7/5/2024 | 11:39 AM CDT

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

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## Vendor Details

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

## Submission Details

Created On: Thursday February 08, 2024 07:49:32  
Submitted On: Wednesday March 27, 2024 19:02:51  
Submitted By: Mike Kleespies  
Email: mike.kleespies@paccar.com  
Transaction #: 77c3c738-7a00-4503-bb36-6ac47b3d756d  
Submitter's IP Address: 208.127.93.240

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## Specifications

Table 1: Proposer Identity &amp; Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kenworth Truck Company, a Division of PACCAR Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	<p>Kenworth Truck Company or PACCAR Inc. controlled subsidiary entities are:</p> <ul style="list-style-type: none"> <li>- Paccar Parts and 13 parts distribution centers with over 1.4 million commercial parts available and sold through all Kenworth dealer, TRP stores, or the Online Parts Counter site available 24/7 365 days a year.</li> <li>- Paccar Financial &amp; Paccar Financial Used Truck Centers</li> <li>- Paclease</li> </ul> <p>Kenworth contracted dealers, and supplementary companies such as body companies and their distributors, are included in this offer and required in order to provide participating members a complete vehicle solution.</p> <ul style="list-style-type: none"> <li>- All Kenworth contracted dealers throughout the United States and Canada (See uploaded file for current list of 480 Kenworth dealers and locations)</li> <li>- All truck body and equipment manufacturers, distributors, and service providers in the United States and Canada. The Thomas Register (<a href="http://www.thomasnet.com">www.thomasnet.com</a>) lists more than 500,000 entities that supply bodies, equipment and services that Kenworth dealers will partner with to provide complete vehicle solutions.</li> </ul>
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	<p>Kenworth Truck Company  Kenworth Truck Co.  Kenworth Parts  Paccar Financial  Paclease  PACCAR</p>
4	Provide your CAGE code or Unique Entity Identifier (SAM):	33323
5	Proposer Physical Address:	<p>Kenworth Truck Company  10630 NE 38th PL  Kirkland, WA 98033</p>
6	Proposer website address (or addresses):	<p><a href="http://www.kenworth.com">www.kenworth.com</a>  <a href="http://www.parts.kenworth.com">www.parts.kenworth.com</a>  <a href="http://www.partsandservice.kenworth.com">www.partsandservice.kenworth.com</a>  <a href="http://www.paccarparts.com">www.paccarparts.com</a>  <a href="http://www.paccarfinancial.com">www.paccarfinancial.com</a>  <a href="http://www.paccarusedtrucks.com">www.paccarusedtrucks.com</a>  <a href="http://www.paclease.com">www.paclease.com</a></p>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	<p>Mike Kleespies  Director of Medium Duty Trucks  10630 NE 38th PL  Kirkland, WA 98033  mike.kleespies@paccar.com  (813) 455-1248</p>
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	<p>Mike Kleespies  Director of Medium Duty Trucks  10630 NE 38th PL  Kirkland, WA 98033  mike.kleespies@paccar.com  (813) 455-1248</p>
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	<p>For Kenworth PACCAR Parts:  Vinita Nair  Senior Fleet Sales Manager  750 Houser Way N  Renton, WA 98057  vinita.nair@paccar.com  (525) 269-5492</p> <p>Alternate for Kenworth New Trucks:  Ryan Breezee  Vocational Fleet Manager  10630 NE 38th PL  Kirkland, WA 98033  ryan.breezee@paccar.com  (425) 518-0000</p>

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies.</p> <p>CORE VALUES:</p> <ul style="list-style-type: none"> <li>• Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow.</li> <li>• Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle.</li> <li>• Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities.</li> <li>• Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services.</li> <li>• Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.</li> </ul>
11	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 4 through 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, Battery Electric Vehicles, Hydrogen Fuel Cell Electric Vehicles, with any type of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 85 consecutive years. PACCAR achieved record revenue in 2023 of \$35.13 billion and net income of \$4.6 billion. PACCAR has paid a yearly dividend since 1941. PACCAR has an A+/A1 Credit Rating. The 2023 annual report is uploaded in supporting documents.</p> <p>Highlights of PACCAR's financial results during 2023 include:</p> <ul style="list-style-type: none"> <li>• Record consolidated revenues of \$35.13 billion.</li> <li>• Record net income of \$4.60 billion.</li> <li>• Record After-tax return on revenues of 13.1%.</li> <li>• Record PACCAR Parts revenue of \$6.41 billion.</li> <li>• Record PACCAR Parts pretax income of \$1.70 billion.</li> <li>• Record Financial Services assets of \$20.96 billion.</li> <li>• Financial Services pretax income of \$540.3 million.</li> <li>• Cash provided by operations of \$4.19 billion.</li> <li>• Record dividends declared of \$2.23 billion.</li> <li>• Medium-term note issuances of \$2.91 billion.</li> <li>• PACCAR invested \$1.11 billion in capital projects and research and development.</li> <li>• Stockholders' equity of \$15.88 billion.</li> </ul>
13	What is your US market share for the solutions that you are proposing?	Kenworth had US 2023 year end overall class 8 market share of 14.7% / 39,269 trucks. Kenworth had US 2023 year end class 6 and 7 market share of 6.6% / 6,620 trucks.
14	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2023 year end class 8 market share of 15.8% / 4,782 trucks. Kenworth had Canada 2023 year end class 6 and 7 market share of 7.9% / 453 trucks.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Paccar and Kenworth Division have never filed for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.  a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?  b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Kenworth Truck Company falls under category (b). Kenworth is a truck manufacturer with a dealer network throughout all 50 United States and all Provinces of Canada. The more than 480 dealer locations provide all of Kenworth's products and services to end users. The primary sales force is through our independently owned and contracted dealers located throughout the all 50 United States and territories as well as all Provinces in Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 weight categories including full battery electric vehicles in class 6, 7 and 8 as well as hydrogen fuel cell electric vehicles in class 8. Kenworth dealers will prepare the complete vehicle solutions for the members, order truck chassis and all necessary bodies and equipment, provide training and finance solutions, and any other services needed to deliver a high quality and complete vehicles solution. In addition, Kenworth employs approximately 65 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers, delivery, and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All Kenworth Company sales representatives have up to date state licenses, if state required. All contracted dealers and third-party body companies have the required state dealer licenses and certifications as required by the applicable state and local laws.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Paccar nor Kenworth Truck Division have never experienced a "Suspension or Debarment". Additionally, we have no knowledge of any of our contracted dealers to have experiences a "Suspension or Debarment" in the past.

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

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>- 2019 Kenworth Honored as Top Workplace for Women in Transportation</li> <li>- 2020 Kenworth Honored as Top Workplace for Women in Transportation</li> <li>- 2021 Kenworth Honored as Top Workplace for Women in Transportation</li> <li>- 2022 Kenworth Honored as Top Workplace for Women in Transportation</li> <li>- 2023 Kenworth Honored as Top Workplace for Women in Transportation</li> <li>- 2020 Kenworth Chillicothe receives Two Manufacturing Leadership Award in Operational Excellence.</li> <li>- 2021 Kenworth Chillicothe and Renton Assembly Plants receive Manufacturing Leadership Awards in Engineering and Production Technology.</li> <li>- 2020 Kenworth Chillicothe plant earns Gold Encouraging Environment Excellence Award</li> <li>- 2021 Kenworth Chillicothe plant earns Platinum Encouraging Environmental Excellence Award.</li> <li>- 2022 Kenworth receives Clean Energy Award</li> <li>- 2022 Kenworth Chillicothe and Renton Plants receive Three Manufacturing Leadership Awards</li> <li>- 2020 Paccar St. Therese Plant receives Manufacturing Leadership Award.</li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 6% of Kenworth overall sales have gone to the governmental sector in the past 3 years.
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of Kenworth overall sales have gone to the education sector in the past 3 years.
22	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?	<p>Kenworth has held two consecutive Sourcewell contracts for commercial trucks since 2016. This is the only contract Kenworth is engaged in directly and produces annual volume approximately 250 to 300 new trucks.</p> <p>All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. Some of the known dealer contracts are:</p> <ul style="list-style-type: none"> <li>- Florida Sheriffs Association with annual volume approximately 60 to 70 trucks.</li> <li>- Texas Buy Board with annual volume approximately 20 to 50 trucks.</li> </ul>
23	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?	Kenworth does not have any GSA contracts or SOSA directly. A GSA contract is held by our Kenworth dealer in Baltimore with approximate annual sales of 15 to 50 trucks.

**Table 4: References/Testimonials**

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

Entity Name *	Contact Name *	Phone Number *
Jefferson County	Charles Tyler	205-743-9481
City of Decatur	Daniel Boutwell	706-266-3955
City of Birmingham	Cedrick Roberts	205-329-1933

**Table 5: Top Five Government or Education Customers**

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	33 trucks	\$4,986,687.00
City of Huntsville	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	14 trucks	\$3,142,090.00
Clark County	Government	Nevada - NV	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	11 trucks	\$2,466,455.00
Ventura County	Government	California - CA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	10 trucks	\$1,877,577.00
City of Spokane	Government	Washington - WA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	6 trucks	\$1,505,325.00

**Table 6: Ability to Sell and Deliver Service**

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

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

Line Item	Question	Response *
26	Sales force.	<p>The Kenworth Sales Force consists of roughly 1,660 dealer sales executives, sales managers, sales representatives, and other sales administrative personnel through 480 plus dealership locations in all 50 United States and all Provinces in Canada. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell participating agencies through the current Kenworth contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in developing commercial vehicle solutions for end users. They custom design the truck specifications needed to meet the customer's needs including truck bodies and other equipment needed to offer a comprehensive quote. The dealer sales force is responsible for quoting, negotiating terms, ordering, delivering and any follow up services required to fulfill the participating agency's needs.</p> <p>Supporting the dealer sales personnel are more than 50 Kenworth Truck Company field personnel throughout U.S. and Canada that work closely with dealer sales personnel to provide guidance, expertise, engineering support and the overall highest level of responsiveness and customer satisfaction.</p>
27	Dealer network or other distribution methods.	The Kenworth dealer network consists of 480 plus locations across U.S and Canada. A list of dealer location is uploaded to supporting documents. A Kenworth dealer locator is also available online at <a href="http://www.kenworth.com/dealers">www.kenworth.com/dealers</a> .
28	Service force.	<p>Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 480 plus Kenworth dealer locations. Each dealership service and parts department has highly trained individuals to support maintenance, repair and parts needs. Overall dealership service department statistics currently are:</p> <p>6,151 Truck Service Bays (includes mechanical stalls, LNG/CNG stalls &amp; BEV stalls) 5,511 Service Technicians 611 Mobile Service Units</p> <p>In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet all participating agency needs.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All quotes, ordering, delivery and training will be managed by our dealer salesforce and supported by the Kenworth field sales organization. Dealer sales personnel will quote and establish pricing based on the Kenworth Contract requirements and order truck chassis, truck bodies, and other equipment as needed to provide a complete vehicle solution. Orders are placed electronically by dealers to the Kenworth factory using the same system used for specing and establishing the list price, aka MSRP, needed to determine the contract not to exceed sale price. Dealer orders for participating agencies will include a special tracking code designating the truck or tractor is being ordered in accordance will all of the Sourcewell contract requirements.
30	Describe in detail the process and procedure of your customer service program, if applicable.  Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Kenworth dealers have established processes and procedures to promptly address customer service needs regarding vehicle maintenance and repairs. These dealers aim to adhere to specific guidelines to ensure superior customer service levels. Dealerships are mandated to employ trained technicians, extend their operational hours, and utilize an express lane bay for swift diagnostics.</p> <p>Kenworth's PremierCare Gold Certification requires dealers to meet specific criteria and standards. The PremierCare Gold Certified dealer network is dedicated to enhancing productivity through expedited diagnostics, exceptional service, mobile roadside assistance, and access to premium driver's lounge.</p> <p>---- The PremierCare Expresslane service offers a professional diagnosis and a repair time and cost estimate within two hours. Each Kenworth PremierCare Gold Certified dealership has dedicated Expresslane technicians to ensure this rapid diagnosis.</p> <p>---- Dealerships certified as PremierCare Gold provide factory-certified technicians who have advanced engine training and immediate access to a comprehensive inventory of quality parts, facilitating efficient service solutions. Additionally, these locations offer extended service hours on evenings and weekends. TruckTech+ professionals utilize Kenworth's TruckTech+ remote diagnostics system to pre-diagnose issues before the truck reaches the dealership.</p> <p>---- Kenworth's PremierCare Roadside Assistance is available 24/7, year-round, across North America. By calling 1-800-KW-ASSIST, customers can connect with a skilled Kenworth truck specialist who coordinates emergency service and unplanned repairs, schedules preventative maintenance, and accelerates parts ordering. In case of a roadside breakdown, PremierCare at 1-800-KW-ASSIST identifies the nearest certified dealer, arranges towing if necessary, schedules service, and monitors the repair until completion. This service assists in managing breakdowns, warranties, and payments, if applicable.</p> <p>- Kenworth's TruckTech+ is an onboard/mobile diagnostic tool giving customers the ability to monitor their fleet's health and locate the nearest dealer. This system is evolving to also inform customers about parts availability and the nearest dealer's service entry time.</p> <p>- The Kenworth Customer Satisfaction Process (KCSS) is a program used by Kenworth to gather customer feedback on product and service experiences. Customers are contacted, and any unresolved issues are addressed promptly. Many Kenworth dealers also implement their own internal customer satisfaction standards and practices.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through our extensive Kenworth dealer network in the United States including Alaska and Hawaii. Agency demand for our trucks is strong and we've successfully grown the volume year over year and delivered the highest quality trucks to participating agencies over the past two contracts.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through the Kenworth Canadian dealer network covering all of Canada. Interest for Kenworth trucks has grown through the Canoe network as seen through increased quote activity, truck orders and deliveries over the past contract. This will continue to be a focus of growth for our Canada dealers.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All United States and Canadian areas will be fully served.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract.  Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All participating agencies in all sectors will be fully served.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions apply. Kenworth dealers will manage all shipping and delivery requirements needed to support participating agencies in those areas.

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The primary strategy for promoting the contract involves leveraging our vast dealership network and approximately 1,660 dealer sales executives, sales managers, and sales representatives calling on and visiting municipal agencies. We have implemented a Sourcewell support program and online training modules accessible to all Kenworth dealers via our primary internal website. Nearly all of our dealers are actively engaged in promoting and selling the benefits of Sourcewell contract. Dealer promotion of the contract is through various means such as personal outreach, distributing flyers, hosting open house events, and utilizing additional printed materials. A professional brochure was developed specific for the Sourcewell contract and is being updated to include the latest models and battery electric vehicles. Examples have been uploaded in the supporting documents.</p> <p>Kenworth is committed to the ongoing development of marketing materials. The Sourcewell contract is actively promoted at national trade shows as well as local or regional trade shows in which the local dealership supports. Kenworth and dealers use the Sourcewell promotional materials available such as the "Awarded Contract" flags and giveaway items.</p> <p>Many dealers also participate in regional exhibitions specifically targeting the government and municipal sectors. We support and encourage dealer participation and assist with the dealers' creation of their own promotional materials for distribution and display at these events.</p> <p>Kenworth public relations department distributes national press release to the media to announce the Sourcewell contract, a practice we intend to maintain. Additionally, the Kenworth PR Department conducts customer testimonials and key purchases, such as the King County Battery Electric Order, and released to the national media. A sampling of a past press release is uploaded.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>The Kenworth Truck Company's website serves as the primary source for information on all its models and provides a comprehensive directory of all Kenworth dealers. In addition to our website, we actively engage with our audience through various social media platforms, including Facebook, Twitter, and LinkedIn. Our dealer network also leverages these digital tools to promote involvement with the Sourcewell contract and to communicate announcements related to customer procurement through this contract.</p> <p>Over the next several years, Kenworth Truck Company plans to significantly increase our social media presence, with a particular focus on content related to Sourcewell.</p> <p>Furthermore, Kenworth maintains a YouTube channel offering valuable content about our models and featuring customer testimonials. We also offer a mobile app, enabling users to conveniently access information on Kenworth models and locate dealer facilities using their smartphones.</p>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?  How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Sourcewell's main role in promoting this contract will be to make it as easy as possible for agencies to find the appropriate equipment, parts, and truck related services through the various online resources available - primarily the main sourcewell-mn.gov website. Additionally, the training for dealer salespeople through in person courses, webcasts, or personal visits that Sourcewell personnel, such as those conducted in the past, are key to continually promoting the use of the contract. The training about the benefits and continual development of how to approach, listen and respond to agency needs is key to helping dealer salespeople develop the strong trusting relationship with their local agencies. Every day a Kenworth dealer someplace in the United States and Canada is working with an agency or potential participating agency to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to agencies under the awarded contract. The additional lead generating online process that Sourcewell has implemented has only enhanced and provides a means to help promote and connect agencies to Kenworth dealers. The process we deploy is similar to the normal sales process and is constantly being refined to provide agencies superior service and responsiveness.</p>
39	Are your products or services available through an e-procurement ordering process?  If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Because of their custom nature, Kenworth trucks cannot be ordered through an e-procurement process. Trucks are exclusively available for purchase through Kenworth dealers.</p> <p>However, parts can be easily obtained through our industry-leading eCommerce tool, Online Parts Counter (OPC). Participating agencies will have access to over 1.4 million parts, available for order 24/7 from any location. This tool boasts mobile-friendly designs, advanced search and filtering options, alternative parts suggestions, and comprehensive product details.</p>



Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities.  Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealers provide on-site product training, maintenance/service training, and various other courses tailored to the municipal/vocational truck market as needed upon delivery of the vehicle. When dealing with specialized bodies, vendor-specific representatives are usually engaged to offer operator instructions and address related queries.  Additional operator training and/or maintenance and repair training conducted as a training event are provided to a group of individuals upon request. The associated costs for such training will be agreed upon mutually between the Kenworth dealer and the requesting member.
41	Describe any technological advances that your proposed products or services offer.	Bendix Wingman and Meritor's OnGuard collision mitigation systems enhance driver safety through active braking and collision avoidance mechanisms utilizing forward-looking radar and windshield-mounted cameras. These systems also incorporate lane-keeping technology, side object detection, adaptive cruise control, and electronic stability control to prevent rollovers.  High-Intensity Discharge (HID) headlights and LED headlights offer superior lighting capabilities. LEDs provide excellent wide-range/close-range lighting, while HIDs ensure optimal forward visibility.  Zinc-coated frame rails and crossmembers reduce corrosion throughout the truck's lifespan. Additionally, through special request galvanized frame rails may also be available for certain applications.  Kenworth's Digital Display features fully digital instrumentation, providing drivers with all necessary operational information. It can be configured to display as much or as little content as desired.  TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions.  Key features of TruckTech+ include: <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes accompanied by plain language explanations and proposed courses of action.</li> <li>• Over-the-air updates.</li> <li>• Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.</li> </ul> <p>- The optional Kenworth Nav-Plus infotainment system provides GPS navigation, cell phone (and future Apple Carplay) capabilities, vehicle monitoring including virtual gauges, rear camera display when connected to 3rd party cameras, voice recognition and control, bluetooth connections and WiFi capability all through a seven inch color touch screen display. The display is available in English, Spanish and French Canadian languages.</p>
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	PACCAR, the parent company of Kenworth, has invested more than \$7.8 billion in the past decade to enhance environmentally friendly practices in manufacturing and distribution, develop new vehicle models, and pioneer innovative technologies. Kenworth's facilities in Renton, Washington; Chillicothe, Ohio; and Ste. Therese, Quebec have earned the esteemed ISO 14001 certification. This certification acknowledges their effective environmental management systems, which are designed to support the environmentally sustainable production of trucks.  Furthermore, 80% of PACCAR's manufacturing sites have achieved "zero waste to landfill" status. This has been accomplished through recycling, the use of reusable containers, and the composting of food and paper waste. Kenworth is also committed to reducing water usage through recycling initiatives, minimizing paint waste with robotic painting systems, and conserving energy through the adoption of new technologies. For example, Kenworth utilizes regenerative dynamometers that capture electricity during vehicle testing.  It its product lineup, Kenworth currently offers battery electric vehicles (BEVs) and a comprehensive range of CNG and LNG engines for class 6,7, and 8 vehicles. Additionally, Kenworth plans to introduce a hydrogen fuel cell/electric class 8 vehicle. This configuration will be available and added to this contract at a future date that has yet to be determined.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth offers a comprehensive range of engines, all of which either meet or exceed the stringent emissions standards set by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB).  Our commitment to environmental responsibility extends beyond just our engines. All Kenworth manufacturing plants are ISO14001 certified, ensuring that our production processes adhere to the highest environmental standards.  In recognition of our dedication to sustainability, Kenworth has previously been honored with the Environmental Protection Agency's Clean Air Excellence award. This accolade underscores our ongoing efforts to develop and produce environmentally friendly products. We continuously strive to advance our technologies to reduce greenhouse gas emissions, offering truck models with zero and near-zero emissions.  While it's no longer mandatory, we still offer a selection of Kenworth models that are SmartWay Certified. This certification, granted by the EPA SmartWay Transport Partnership, reflects our commitment to collaborating with the freight industry to enhance energy efficiency and diminish emissions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since 2018, PACCAR has been recognized by the Women in Trucking Association (WIT) as a "Top Company for Women to Work for in Transportation." The Women in Trucking Association is an organization dedicated to promoting diversity and inclusion, with initiatives designed to foster success and provide opportunities for all. Women in Trucking Press Release uploaded.  Furthermore, there are two recognized WMBE Kenworth dealerships: Kenworth of Louisiana, led by Jodie Teuton, and Rihm Kenworth, led by Kari Rihm.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Kenworth specializes in the manufacture of superior-quality, highly customized commercial vehicles ranging from class 5 to class 8. We prioritize the production of high-quality, long-lasting, and extremely durable vehicles, offering customizable cab and chassis options to align with specific truck-related equipment needs.  Our services include providing customizable frame layouts, enabling customers or truck equipment manufacturers to specify the placement of frame-mounted equipment to precisely match a specific body type.  Additionally, Kenworth offers a range of commercial trucks designed to support sustainability objectives. Our selection includes vehicles equipped with natural gas engines, fully electric medium-duty and heavy-duty drivetrains, and upcoming models powered by hydrogen fuel cell technology.  Headquartered in the Pacific Northwest of the United States, Kenworth has a century-long history of leveraging the latest technology to engineer efficient trucks. Our commitment to delivering transportation solutions that meet our customers' needs continues to drive our innovation today.

**Table 9A: Warranty**

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

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

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>Yes, the Kenworth warranty covers our products parts and labor. Details regarding standard and extended warranty schedules are included in the uploaded documents.</p> <p>The coverage of warranties for Kenworth products varies depending on the specific model and components chosen. While Kenworth provides warranties that parts and labor for its products, some components may be covered by their respective manufacturers. For instance, Cummins engines come with a Cummins warranty, and warranty services for these engines are performed at Kenworth dealerships, with claims directly processed through Cummins. Similarly, Allison transmissions are covered by an Allison warranty. If a Kenworth dealer is not an authorized Allison warranty service provider, they would usually coordinate with a local authorized Allison repair center for any necessary repairs.</p> <p>Additionally, any add-on bodies or other truck-related equipment are covered by the warranties of their respective suppliers. Dealers generally collaborate with these suppliers to facilitate warranty repairs through the appropriate subcontractors.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>If a Kenworth truck is used in what is defined as a severe service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded.</p> <p>A Vehicle Warranty Quick Reference Guide has been uploaded to help further define.</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Every breakdown scenario is unique. Kenworth dealers are equipped with the training to make critical decisions required to ascertain the best approach to rectify a warrantable breakdown. Should the breakdown occur within the initial 6 months, or 100,000 miles, and the dealer possesses the necessary resources and capability, and concludes that dispatching a technician for a road call is the most suitable solution, then the dealer will receive reimbursement for such calls under a Kenworth warranty repair.</p>
49	<p>Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs?</p> <p>How will Sourcewell participating entities in these regions be provided service for warranty repair?</p>	<p>Kenworth has more than 450 authorized dealers situated across all states of the U.S. and throughout Canada. You can easily find these locations by using the dealer locator tool on <a href="http://www.kenworth.com">www.kenworth.com</a>. It's important to note that for warranty repairs on Kenworth products, they must be carried out by an authorized Kenworth dealer. However, it's also worth mentioning that some warrantable repairs on specific components may be conducted by any authorized location that deals with that component make.</p> <p>Kenworth ensures that Sourcewell participating entities in the United States and Canada receive comprehensive warranty service. All warranty claims will be honored in line with the Kenworth Warranty Agreement applicable at the time of the initial purchase. Furthermore, warranty repairs will be executed following Kenworth's detailed policies and procedures, regardless of whether the truck was purchased from the servicing dealer. Kenworth is dedicated to maintaining the highest standard of service in fulfilling your warranty requirements.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Items manufactured by other companies, such as bodies and additional equipment, are covered by the warranties provided by those specific manufacturers or service providers. The Kenworth dealer will help coordinate or perform the warrantable repair of the add on equipment and manage the claim with the appropriate entity. For items installed by the Kenworth factory but warranted by the component manufacturer, the repairs, when conducted at a Kenworth dealer, are processed through Kenworth Truck Company and then forwarded to the original manufacturer.</p>
51	What are your proposed exchange and return programs and policies?	<p>Since each Kenworth truck is custom-built to meet the specific requirements of the purchaser, we do not offer a standard exchange or return program. Any exceptions to this policy are subject to the judgement and approval of the selling Kenworth dealer.</p>
52	Describe any service contract options for the items included in your proposal.	<p>Service contract options would be managed through the Kenworth dealer network. Most dealers provide service contracts offering a range of options such as preventative maintenance, towing service, DOT inspections, tire exchange programs, oil analysis, and winter preparation.</p> <p>Service contracts directly through the Kenworth Truck Company are exclusively available through Kenworth's company-owned lease operations, PacLease. PacLease, a division of PACCAR Inc., offers full maintenance leases, rental units, contract maintenance, and other fleet services as part of a comprehensive vehicle solution tailored to meet the needs of its customers. Many Kenworth dealers are involved in this type of business and are equipped to provide these services to customers.</p>

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

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	<p>The base payment terms are net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. However, most chassis will require a body installation so it will be mutually agreed upon between the Kenworth dealer and participating agency the appropriate payment terms. The selling dealer and participating agencies will mutually determine the best payment method. The Kenworth dealer can coordinate and assist in evaluating alternative payment strategies through Paccar Financial or other financial institutions.</p>
54	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Kenworth dealers will offer a full range of financing and leasing options including municipal leases through Paccar Financial, banks, dealer owned financial entities or other institutions such as those that have a Sourcewell contract.</p>
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	<p>The primary standard transaction system used to quote and order the custom class 5, 6, 7 or 8 truck is the Kenworth proprietary PremierSpec sales tool. All vehicle quotes and orders will be through a Kenworth authorized dealer. Dealer Salesperson determines truck model and generates compatible specifications that meet the customers need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec chassis summary report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the agency discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory. An example vehicle summary report is uploaded.</p> <p>Since every State has unique laws and requirements and each total vehicle solution vary greatly depending on use application and body type, each dealership has truck order forms and unique terms and conditions to that are specific to the dealer group and/or area. Kenworth Truck Company does provide a standard Sourcewell contract calculator for all dealerships to use when quoting to help assure pricing integrity to the contract pricing matrix.</p> <p>Given the unique nature of commercial vehicles and the vast number of different bodies that may be installed, the final terms and conditions are mutually agreed upon between the dealer management and participating agency.</p> <p>Standard and optional extended warranty agreements are generated by Kenworth Truck Company and are the same for all dealers in the U.S. or same for the dealers in Canada. Copies are uploaded. Custom warranty agreements are available specific to the end user and are generated by Kenworth Truck Company.</p>
56	<p>Do you accept the P-card procurement and payment process?</p> <p>If so, is there any additional cost to Sourcewell participating entities for using this process?</p>	<p>P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.</p>

**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 *
57	<p>Describe your pricing model (e.g., line-item discounts or product-category discounts).</p> <p>Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.</p>	<p>Truck Chassis Pricing is based on product model discounts: Kenworth truck chassis pricing for class 5 through 8, including battery electric vehicles (BEV), is the custom spec'd truck chassis list price, also known as the "Total Adjusted Price (w/o freight &amp; warranty &amp; surcharges)" in the PremierSpec chassis summary report, less the contract discount for the specific model. Any Tax, CARB required warranty or surcharge, or FET and other Government fees will be applied if applicable. The prices will be in US Dollars. For Canadian agencies purchasing through Canoe, an exchange rate will be added by the dealer at the time of proposal.</p> <p>Each truck quote is custom to meet the needs of the participating agency and therefore final list price varies greatly based on the final set of specifications desired and required to meet the agencies application need. This calculated agency price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S. or Canada. See the uploaded "Sourcwell Discount Matrix for Kenworth Trucks" with the specific discounts by each truck model, the instructions to calculate pricing, and a pricing example that includes a sourced body. Agency price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, subscriptions, special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the agency chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any flooring or storage costs required, or as mutually agreed upon, for time to allow body installations or services. Agency prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer truck sales department cost plus no more than 5%.</p> <p>Kenworth Truck Parts - PACCAR Parts: The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcwell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcwell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing.</p> <p>Used Trucks: Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.</p>
58	<p>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.</p>	<p>For Kenworth truck chassis the discount from the total list price, generated through the selection of custom options in the PremierSpec System, ranges from 7% to 42.8% depending on the specific model. See the uploaded Kenworth contract discount price matrix for the schedule of discounts off list price for each truck model. Again, it's important to note that each vehicle is custom designed, and the final list price will vary depending on final specifications selected to meet application requirements and agency needs. Truck bodies, equipment, and services and limited to dealer truck sales department cost plus no more than 5% markup.</p> <p>For Kenworth – PACCAR Parts: The discount from the list price ranges from 0% to 62.96% for United States participating agencies from 0% to 60.81% for Canadian participating agencies. The PPFS account is required to assure the Sourcwell Kenworth Parts discounts are provided, the PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcwell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing.</p> <p>For Used Trucks, it's extremely difficult to quantify a discount due to the extreme variability of custom specification, truck conditions, geographic impacts, body types and condition, and overall market demand. For this reason, used trucks offered by Kenworth Truck dealers are set at a "not to exceed" price of 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value, or truck sales department cost plus 5%, value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.</p>
59	<p>Describe any quantity or volume discounts or rebate programs that you offer.</p>	<p>The pricing included in this offer includes discounts that take into account the total potential volume of all participating agency purchases combined. However, for high volume purchases in a single event, additional discounts will be considered on a case by case by the Kenworth dealer and Kenworth Truck Company cooperatively.</p>
60	<p>Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.</p>	<p>All sourced products and services are priced at the Kenworth Truck Dealer New Truck Sales Department cost plus no more than 5% markup.</p> <p>The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the end users need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage and flooring costs may also be quoted, if needed and agreed upon between member and dealer, to manage the costs associated with a chassis waiting for a period of time to allow a body or service installation. All related products mentioned above will be priced no higher than the Kenworth dealer new truck sales department cost plus 5 percent.</p> <p>An example of the common sourced bodies are : Ambulance Truck, Armored Truck, Asphalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck.</p> <p>An example of common add on truck equipment is wheel nut covers, mudflaps, fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab and extended cab modifications, dual steering modifications, bulkhead, GPS devices, etc.</p> <p>An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc.</p> <p>An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska.</p>

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response.  This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Many States or local political divisions have unique laws and potential taxes that are not included and would be added by the selling dealer as required by law.  Additionally, unique surcharges may or may not be required depending on the State of registry or use. An example is with the California Air Resources Board (CARB) and the State of California in which a surcharge is required for certain engines to be used in that State.  Generally, any federal, state, or local taxes, fees, tag, title, permit, CARB compliance, or other miscellaneous requirements are not included and will be determined and added by the Kenworth dealer as required with each unique state and vehicle offering.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. Additional transport, most often from the body installer to the local dealer and then for final delivery to the end user, will be arranged by the selling dealer and included in the complete vehicle offer at a price not higher than the dealer sales department cost plus 5 percent. Transport required to deliver to Alaska, Hawaii or other U.S. territories would be offered and priced the same as the additional transport associated with body installations mentioned above.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. This could include a port in the continental United States, or Canada. Any additional freight for ocean shipment, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off-shore would be priced at the Kenworth dealer sales department cost plus no more than 5 percent.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Kenworth offer includes all dealer stock units ready for service. The discount matrix applies and supports those participating agencies with the ability to purchase and place in-service needed equipment within weeks compared to months. Additionally, any unique delivery requested by the participating agency is possible. For example, if the agency wishes to purchase the truck chassis separately from the truck body, the delivery of the cab and chassis can be made to any location as they need which would be arranged, and quoted, if necessary, by the Kenworth dealer. For ordered units that require the highest level of expedited shipping from the Kenworth factory, dealer factory pickup or a single drive versus 3 way or 4 way transport may be available and would be determined and quoted by the Kenworth dealer at no more than the sales department cost plus 5 percent.

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kenworth is providing a pricing structure that is better than what is being offered through other cooperative organizations. Additionally, for quantity deals Kenworth and the Kenworth dealer have provided, and will continue to provide, additional special discounts and incentives.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell.  This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.  Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A pricing calculator has been developed for dealer sales personnel to use when quoting vehicle solutions to participating agencies. The calculator assures the pricing is correct up front during the initial quoting process and assists the dealer in documenting all the economic details. Units are ordered using a special tracking code which assure the units will be reported when final delivery and in-service takes place. At that point, the dealer will use an online link to report additional and final information needed to populate all the required information in the quarterly report. This process has been in place for the past 24 months and has resulted in a substantial improvement in timely reporting and fee remittance. Additionally, the same online link is used by dealers to manage offering participating agencies units from pre-made dealer stock, reporting the detailed information necessary for the quarterly report, and assuring a process and action to assure the administrative fee is collected. All reporting, collection of administrative fees, and final remittance are completely managed by Kenworth Truck Company.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary measurement of success has been unit delivery metrics by state measured quarterly. In addition, those areas that appear to lack typical volumes are addressed by regional sales managers with dealer management to assure sales representatives are properly trained, have the tools to seek out and connect with potential agencies.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods.  (See the RFP and template Contract for additional details.)	Kenworth proposes a \$750 flat administrative fee per New Truck or Tractor vehicle to be paid quarterly.  Kenworth proposes a 0.5% administrative fee for parts purchases quarterly provided there is a minimum \$250,000 total purchases in the quarter. For quarters with total parts purchases less than \$250,000 the proposed fee is 0.0%.  Kenworth proposes a \$250 flat administrative fee per used truck or tractor vehicle to be paid quarterly.

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

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

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

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

Line Item	Question	Response *
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<p>70</p>	<p>Provide a detailed description of the equipment, products, and services that you are offering in your proposal.</p>	<p>Kenworth is offering all truck and tractor models, truck parts, used trucks, and financial and municipal lease services. All offerings are through our contracted Kenworth dealer network throughout the United States and Canada.</p> <p>The truck and tractor products include the entire Kenworth product line of class 5, 6, 7, and 8 vehicles with GVW / GCW ratings from 16,000 lbs. to 140,000 lbs. The base models are: T180, T280, T380, T480, K270, K370, T680, T800, T880, W900, W990 and C500 that include multiple fuel types such as diesel, natural gas, electric, and future additional options such as gasoline, hydrogen, or propane. Biodiesel blend is also offered. Drive types offered include 4x2, 4x4, 6x4, 6x2, 6x6, as well as factory installed pusher axles. Highly specialized vehicles are also offered such as twin steer, right hand drive, or dual drive type configuration.</p> <p>Current electric vehicle models include K270e 4x2 in 26,000 GVWR non-CDL truck configuration. K370e 4x2 in 33,000 GVWR CDL truck configuration. T680e 6x4 in class 8 tractor or truck configuration. Future models will be added as they become available such as hydrogen fuel cell vehicles and next generation battery electric models which match better with vocational bodies and applications. These truck models include all possible factory assembled sales code options included in published data books and non-published factory options (NPO items).</p> <p>All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are offered as well. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will work with truck equipment manufacturers (body companies) and other entities for necessary equipment and/or services required to meet the needs of the agency and application. This includes, but is not limited to, bodies such as: Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expedito Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landscape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, Wrecker Truck, parts and parts kits, manuals, software, and any specialized body or specialized service.</p> <p>An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, refurbishing, and repainting. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the body and application solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis. Or when the agencies' location requires specialized transport such as Hawaii.</p> <p>Extended warranties for base chassis, engines, aftertreatment, transmissions, bodies or any other truck related optional extended warranties are offered. Kenworth Truck dealers will work directly with agencies to develop a complete vehicle offering that meets the agencies specific needs.</p> <p>Given the custom nature of each truck being designed to meet the end user and application need, Kenworth dealers and the participating agency will mutually agree upon what is needed in the overall quote, the final delivery expectations, and final terms, conditions, currency type, and payment method. All Kenworth U.S. and Canadian dealers are engaged, supported, and eager to grow relationships and sales with participating agencies to meet their unique and specific commercial vehicle transportation needs.</p> <p>Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com.</p> <p>Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers.</p>
<p>71</p>	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com.</p> <p>Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers.</p> <p>Paccar Financial: Kenworth is offering through Paccar Financial lending and lease services.</p> <p>Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available.</p>
<p>72</p>	<p>Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.</p>	<p>Kenworth trucks are designed and built to the highest quality standards. Kenworth uses high strength aluminum cabs and high-quality materials and components that are tested and pass the extreme tests conducted at the Paccar Technical Center. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Kenworth was founded by building high quality, durable, rugged vocational trucks and our cabs can withstand the most severe duties such as heavy dump off road applications.</p> <p>Kenworth trucks are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8" to accommodate each type of application. Kenworth offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec'd properly and will be capable of the intended service.</p> <p>Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions.</p> <p>Key features of TruckTech+ include:</p> <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes accompanied by plain language explanations and proposed courses of action.</li> <li>• Over-the-air updates.</li> <li>• Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.</li> </ul> <p>Kenworth offers a wide array of standard and optional safety items including LED Headlights, automatic traction control, roll stability, collision avoidance systems with automatic braking such as Bendix Wingman Advanced and Bendix Fusion, lane departure warning, lane centering, side object detection, Bluetooth radios, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety.</p> <p>Additional driver and user safety features include, but are not limited to, driver self-check which assist with daily driver DOT inspections, headlights on with wipers, audible alarm when door open without park brake, battery disconnect switches, auto neutral with parking brake, various PTO control interlocks, seat belt and occupancy sensors and warnings, high visibility hand holds for cab entry and egress, orange or red seat belts, RollTek side air-bag seats, keyless remote, reverse warning alarm, customer body builder tell-tails (for boom out of stow for example), and constant onboard systems diagnostics with high visibility indicators.</p>

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Kenworth conventional truck models include wide hood openings, up to 90 degrees, with hood safety locks to assure they stay up in windy conditions. The hood opening allows for easier driver checks, maintenance and service procedures.</p> <p>Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions.</p> <p>Key features of TruckTech+ include:</p> <ul style="list-style-type: none"> <li>• Instant notification of actionable engine and aftertreatment fault information.</li> <li>• Fault codes accompanied by plain language explanations and proposed courses of action.</li> <li>• Over-the-air updates.</li> <li>• Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.</li> </ul>
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**Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

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

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	Both Chassis Types (ICE and BEV)	Currently Kenworth does not offer a class 4 chassis. *
75	Class 5 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Internal Combustion Engine fuel types (ICE)	Kenworth offers a class 5 ICE chassis in a hydraulic brake, 4x2 truck configuration that includes optional installation of any and all body types required to meet the participating agencies need. Diesel, biodiesel blend, and natural gas are available and future gasoline, hydrogen and propane potentially. Potential future availability of battery electric is also possible. *
76	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 6 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expediter Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *
77	Class 7 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 7 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expediter Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook, Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *

78	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	<p>Kenworth offers more than 20 class 8 chassis models. Over twenty models with ICE and one fully battery electric (BEV). ICE models available in 4x2, 4x4, 6x4, 6x6, and 6x2 truck or tractor configuration, all-wheel drive, factory installed pusher or tag axles, GVWR's and GCWR's from 33,000 lbs. to 140,000 lbs., diesel, biodiesel blend, and natural gas engines. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. These models are highly customizable and include options such as extended front frame rails for front engine PTO or snowplow applications and rear engine PTO applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: : Ambulance Truck, Armored Truck, Asphalt Spreader, Attenuator Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditior Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in class 8 6x4 tractor or truck configuration.</p>
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	Both Chassis Types (ICE and BEV)	<p>All related body equipment and upfitting is offered. This includes but is not limited to: All type of truck bodies, equipment, accessories, training or other services, and financing options necessary to provide a comprehensive and complete vehicle solution. See Table 14B, Line 70 for the list of body types, equipment, tools, support devices, and services that are included in this offer and pricing is established at the dealer's New Truck Sales Department cost plus no more than 5% markup.</p> <p>Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available.</p> <p>Commercial Truck Parts: Kenworth – PACCAR Parts is offering over 1.4 million commercial truck parts supporting all Kenworth and other types of commercial vehicles. After applying and receiving approval for a Paccar Parts Fleet Account, purchases can be made through the Kenworth dealer network or through an optional Online Parts Counter available 24 hours a day, 7 days a week, and 365 days a year. The site is located at <a href="http://www.parts.kenworth.com">www.parts.kenworth.com</a>. The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing.</p> <p>Used Trucks: Kenworth is offering any type of used commercial truck available through the 480+ Kenworth dealer locations. Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.</p>

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

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

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

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

Line Item	Category or Type	Offered *	Comments
80	Battery Electric 9ehicle (BE9) Class 4 Chassis	<input type="radio"/> Yes <input type="radio"/> No	
81	Battery Electric 9ehicle (BE9) Class 5 Chassis	<input type="radio"/> Yes <input type="radio"/> No	
82	Battery Electric 9ehicle (BE9) Class 6 Chassis	<input type="radio"/> Yes <input type="radio"/> No	
83	Battery Electric 9ehicle (BE9) Class 7 Chassis	<input type="radio"/> Yes <input type="radio"/> No	
84	Battery Electric 9ehicle (BE9) Class 8 Chassis	<input type="radio"/> Yes <input type="radio"/> No	
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input type="radio"/> No	

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

**Documents**

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

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

- [Pricing](#) - Kenworth Truck and Parts Pricing.zip - Monday March 25, 2024 14:02:52
- [Financial Strength and Stability](#) - PACCAR 2023 Annual Report.pdf - Friday March 22, 2024 16:24:33
- [Marketing Plan/Samples](#) - Marketing Samples and model brochures used.zip - Wednesday March 27, 2024 19:01:20
- [WMBE/MBE/SBE or Related Certificates](#) - WMBE awards.zip - Tuesday March 26, 2024 09:46:44
- [Warranty Information](#) - Warranty Documents.zip - Tuesday March 26, 2024 09:36:29
- [Standard Transaction Document Samples](#) - Standard Document Samples.zip - Tuesday March 26, 2024 09:38:02
- [Requested Exceptions](#) - Exceptions.pdf - Tuesday March 26, 2024 09:53:17
- [Upload Additional Document](#) - Dealer Locations sample body company list and technology leader examples.zip - Tuesday March 26, 2024 10:05:37



**Addenda, Terms and Conditions**

**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Kleespies, Director Medium Duty Trucks, Kenworth Truck Co.

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

Yes  No

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

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

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