



MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: PACCAR Parts (Division of PACCAR Inc.)

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PACCAR Parts (Division of PACCAR Inc.), 750 Houser Way N., Renton, WA 98057 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.
- 2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.
- 3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.
- 4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.
 - a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
 - i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
 - ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
 - ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
 - iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** 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 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 Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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 comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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 Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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 Agreement it will comply with applicable requirements as referenced above.

vi) **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.

vii) **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).

viii) **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.

ix) **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.

x) **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.

xi) **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 Agreement 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.

xii) **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.

xiii) **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.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement 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 Agreement or any purchase by an authorized user.

xv) **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 Agreement or any purchase by a Participating Entity.

xvi) **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.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement 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.

xviii) **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.

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

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

Article 2: Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

- 1) **Authorized Sellers.** Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.
- 2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
 - Identify the applicable Sourcewell Agreement number;
 - Clearly specify the requested change;
 - Provide sufficient detail to justify the requested change;
 - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
 - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions 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 Agreement and will be incorporated by reference.

- 3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
 - Maintenance and management of this Agreement;
 - Timely response to all Sourcewell and Participating Entity inquiries; and
 - Participation in reviews with Sourcewell.

Sourcewell's Authorized Representative is its Chief Procurement Officer.

- 4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms,

administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions 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;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier and Sourcewell agree that Line Item 70 of the Proposal shall be modified to reflect that Supplier will pay an Administrative Fee to Sourcewell based upon the following tiered structure: Quarterly Sales:

- \$0-\$249,999: 2%
- \$250,000 - \$2,499,999: 1.5%
- \$2,500,000 - \$5,000,000: 1%

The fee will be calculated based on total purchases by Participating Entities and paid out on PPD Parts purchased through PACCAR Parts. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.
- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement 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.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees (this does not include Supplier's dealerships which are not agents or employees but separately owned businesses and not subject to Supplier's control); this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
 - i) **Supplier Promotion.** 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, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier. Nothing in this contract shall create any right or license to any of Supplier's trademarks after the termination of this contract, or any right to license for any use other than marketing of the services or products contemplated by this agreement during the terms of this agreement.
 - ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
 - b) **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, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
 - c) **Use; Quality Control.**
 - i) 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.
 - ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

- d) **Termination.** Upon the termination of this Agreement 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. Sourcewell must return all marketing and promotional materials, including signage, provided by Supplier, or dispose of it according to Supplier's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement 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 Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

- a) **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 Agreement.
- \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
- b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person

authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

- c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its 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 Agreement 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
 - f) Notwithstanding anything herein to the contrary, Supplier may, at Supplier's sole discretion, self-insure any and all of the insurance types, limits, terms, or conditions required of Supplier under this Agreement. Should Supplier choose to self-insure any required insurance obligations, Supplier may demonstrate such self-insurance via a self-insurance letter issued in lieu of a certificate of insurance. Supplier agrees to treat Sourcewell as an additional insured and self-insurance as primary.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

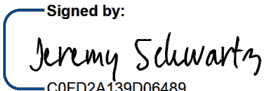
The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms

control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

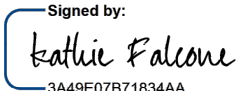
- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.
- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

- 8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 3/27/2025 | 7:46 AM CDT
 Date: _____

PACCAR Parts (Division of PACCAR Inc.)

Signed by:

 By: 3A49E07B71834AA...
 Kathie Falcone
 Title: Director of Fleet Services
 3/26/2025 | 11:18 PM CDT
 Date: _____

RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name: Paccar Parts (PACCAR, Inc.)

Does your company conduct business under any other name? If yes, please state: No

Address: 750 Houser Way N
Renton, WA 98057

Contact: Luis Diazdeleon

Email: Luis.Diazdeleon2@PACCAR.com

Phone: 425-254-4724

HST#:

Submission Details

Created On: Tuesday July 02, 2024 10:58:17

Submitted On: Tuesday July 30, 2024 16:23:24

Submitted By: Luis Diazdeleon

Email: Luis.Diazdeleon2@PACCAR.com

Transaction #: 4ca7a55c-6211-4ff9-965f-243546c9dc89

Submitter's IP Address: 134.238.164.174

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PACCAR Parts (Division of PACCAR, Inc.)_	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	PACCAR Inc. controlled subsidiary entities are: - Paccar Parts and 13 parts distribution centers with over 1.4 million commercial parts available and sold through all Kenworth, Peterbilt dealers, TRP stores, or the Online Parts Counter site available 24/7 365 days a year. (See uploaded file for current list of 957 Kenworth, Peterbilt Dealers and TRP stores)	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	2Y387	*
5	Provide your NAICS code applicable to Solutions proposed.	336120	
6	Proposer Physical Address:	750 Houser Way N Renton, WA 98057	*
7	Proposer website address (or addresses):	www. PACCARParts.com www.Kenworth.com www.Peterbilt.com www.TRPParts.com	*
8	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):	Kathie Falcone Director of Fleet Services 750 Houser Way N Renton, WA 98057 Kathie.Falcone@paccar.com 425-828-5536	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Luis Diaz de Leon Fleet Sales Manager - Special Markets 750 Houser Way N Renton, WA 98057 Luis.Diazdeleon2@paccar.com 425-254-4724	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Vinita Nair Senior Fleet Sales Manager 750 Houser Way N Renton, WA 98057 vinita.nair@paccar.com 425-269-5492	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>In 1905, William Pigott, Sr. founded Seattle Car Mfg. Co. to produce railway and logging equipment at its plant in West Seattle. The Company later become Pacific Car and Foundry Company, a name it retained for the next 55 years. The Company entered the heavy-duty truck market in 1945 with its first major acquisition, Kenworth Motor Truck Company of Seattle. Pacific Car and Foundry greatly expanded its heavy-duty truck capability with the purchase of Peterbilt Motors Company in 1958. In 1960, Carco Acceptance Corporation, currently PACCAR Financial Corp., was launched to facilitate domestic sales of trucks.</p> <p>In 1972, believing "Pacific Car and Foundry Company" no longer accurately reflected the Company's products and activities, directors and shareholders voted to adopt PACCAR Inc. as its new name.</p> <p>In 1973, two major divisions of PACCAR were founded. PACCAR International Inc., with headquarters in Bellevue, Washington, was formed to consolidate the sales and service of company products abroad, and PACCAR Parts Division was established in Renton to supply aftermarket parts sales.</p> <p>PACCAR Leasing Corporation was formed in 1980 to offer full-service leasing and rental programs through PACCAR's dealer network.</p> <p>PACCAR's new Technical Center opened in July of 1982. Located approximately 65 miles north of Seattle, the multimillion-dollar center underscored the Company's commitment to technical excellence, quality and value in the products it manufactures. In 2010, PACCAR unveiled its PACCAR MX engine line for North America. While the MX engine was new to the North American market, DAF has been building engines in Europe since 1957. PACCAR invested \$400 million in the PACCAR Engine factory and technology center in Columbus, Mississippi, to assemble the proprietary engines.</p> <p>PACCAR announced its Silicon Valley Innovation Center in Sunnyvale, California in 2017. The center coordinates next-generation product development and identifies emerging technologies that will benefit future vehicle performance.</p> <p>PACCAR Parts operates a network of parts distribution centers offering aftermarket support to Kenworth, Peterbilt and TRP dealers and customers around the world. Aftermarket support includes customer call centers operating 24 hours a day throughout the year and technologically advanced systems to enhance inventory control and expedite order processing.</p> <p>Our key values of quality, innovation, integrity and operational excellence are central to our business strategy.</p>
12	What are your company's expectations in the event of an award?	<p>PACCAR Parts will work with the network of 957 Kenworth, Peterbilt dealerships and TRP store locations in the United States and Canada to provide parts and service to Sourcewell Members in their local areas of responsibility.</p> <p>If awarded, PACCAR Parts would aggressively promote the Sourcewell contract both internally & externally at customer events, tradeshow, dealership and TRP store training, marketing campaigns, and PACCAR Parts social media Channels.</p> <p>(See attached document with all social media links)</p> <p>PACCAR Parts expectation is that Sourcewell Members will begin to utilize the PACCAR Parts contract to secure aftermarket vehicle parts and services as defined in this RFP.</p>
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<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. Highlights of PACCAR's financial results during 2023 include:</p> <ul style="list-style-type: none"> • Record consolidated revenues of \$35.13 billion. • Record net income of \$4.60 billion. • Record After-tax return on revenues of 13.1%. • Record PACCAR Parts revenue of \$6.41 billion. • Record PACCAR Parts pretax income of \$1.70 billion. • Record Financial Services assets of \$20.96 billion. • Financial Services pretax income of \$540.3 million. • Cash provided by operations of \$4.19 billion. • Record dividends declared of \$2.23 billion. • Medium-term note issuances of \$2.91 billion. • PACCAR invested \$1.11 billion in capital projects and research and development. • Stockholders' equity of \$15.88 billion.

14	What is your US market share for the solutions that you are proposing?	There is no universally used market share information for the parts segment. PACCAR Parts had a record annual revenue of \$6.41 billion in 2023. Kenworth and Peterbilt truck divisions have successfully delivered thousands of trucks to government entities through their Canoe/Sourcwell contracts since 2016.	*
15	What is your Canadian market share for the solutions that you are proposing?	There is no universally used market share information for the parts segment. PACCAR Parts had a record annual revenue of \$6.41 billion in 2023. Kenworth and Peterbilt truck divisions have successfully delivered thousands of trucks to government entities through their Canoe/Sourcwell contracts since 2016.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	PACCAR, Inc. nor any division have filed for Bankruptcy or faced Insolvency.	*
17	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?	<p>PACCAR Inc. falls under category (b). PACCAR is a truck manufacture and parts supplier to our entire independent dealer network representing Kenworth brand, Peterbilt brand and TRP brand. (957 locations).</p> <p>The primary sales force is through our independently owned and contracted dealers located throughout all 50 United States and territories as well as all Providences in Canada. Our contracted dealers sell parts and provide parts services for all makes of class 4, 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, and charging and infrastructure solutions.</p> <p>Dealers will prepare the complete parts solutions for the participating agencies.</p> <p>In addition, PACCAR Parts employs approximately 75 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing parts and parts solutions and after sales support to assist in meeting end user needs.</p> <p>These individuals are employees of PACCAR Inc.</p>	*
18	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.	State and local Governments regulate our dealer businesses and their license requirements by State or Province. Paccar requires all Kenworth, Peterbilt dealers, and TRP store locations to meet the requirements in order to sell trucks and parts solutions to entities in their defined areas. All dealers hold the required licenses and requirement to conduct business. Additionally, all Paccar field representatives hold State manufacturer representative licenses if required.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	PACCAR Parts nor any of the PACCAR Divisions have 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.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	<p>The Women in Trucking Association recognized Kenworth, Peterbilt and PACCAR Parts as 2021 Top Companies for Women to Work for in Transportation. This is the second year in a row Kenworth, Peterbilt and PACCAR Parts have received this recognition.</p> <p>Kenworth's Chillicothe, OH and Renton, WA assembly plants recently received prestigious 2021 Manufacturing Leadership Awards in Engineering & Production Technology. The awards were presented by the Manufacturing Leadership Council of the National Association of Manufacturers (NAM).</p> <p>The PACCAR, Inc. Ste-Thérèse, QC plant achieved a 2020 Manufacturing Leadership Award from NAM in recognition of its engineering and production technology advancements.</p> <p>Peterbilt earned an Outstanding Leadership Investment award from the Denton, TX Economic Development Partnership. Peterbilt also achieved two prestigious Manufacturing Leadership Awards from the National Association of Manufacturers in recognition of the plant's leadership in manufacturing and Peterbilt's efforts in diversity.</p>	*
21	What percentage of your sales are to the governmental sector in the past three years.	PACCAR Parts sales to the government sector over the last 3 years have averaged less than 1% of overall PACCAR parts sales. The estimated average parts sales to the government sector is approximately 35 million USD per year.	*

22	What percentage of your sales are to the education sector in the past three years.	PACCAR Parts sales to the government sector over the last 3 years have averaged less than 1% of overall PACCAR parts sales. The estimated average parts sales to the government sector is approximately 35 million USD per year. We do not have a break down separating government into the education sector.	*
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PACCAR Parts has one cooperative agreement with Equalis Group that started in 2023. PACCAR Parts holds no other state, provincial or cooperative agreements in the government sector.	*
24	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?	PACCAR Parts does not have a GSA contract or SOSA directly. A GSA contract is held by our Kenworth and Peterbilt dealers independently in which truck vehicle sales are conducted.	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Frisco Independent School District	Doug Becker – Director of Transportation	469-633-6150	*
City of Prattville	Lee Carter – Division Superintendent of Vehicle Maintenance	334-595-0888	*
South King Fire & Rescue	Ken Brumet – Fleet Supervisor	206-856-1051	*
Tuscaloosa City Schools	Bobbie Gaillard – Shop Assistant	205-247-2400	
City of Dallas	Cesar Ayala – Supervisor III	214-671-1310	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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.	The PACCAR Parts Sales Force consists of more than 2,600 dealer parts sales executives, parts sales managers, inside and outside parts sales representatives, and other sales administrative personnel through 957 dealership locations in all 50 United States and all Provinces in Canada. 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. PACCAR Parts has a sales team of approximately 75 individuals responsible for assisting and supporting parts sales with Kenworth dealers, Peterbilt dealers and TRP stores.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	The PACCAR Parts dealer network consists of 957 locations across U.S and Canada. A list of dealer location is uploaded to supporting documents. A Kenworth dealer, Peterbilt dealer and TRP store locator is also available online at TRPParts.com	*
28	Service force.	PACCAR Parts, Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 957 plus Kenworth, Peterbilt dealers and TRP store 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: 6,151 Truck Service Bays (includes mechanical stalls, LNG/CNG stalls & BEV stalls) 5,511 Service Technicians 611 Mobile Service Units In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet all participating agency needs.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The process will start with participating agencies applying 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 Parts discounts are provided, PACCAR Parts purchases tracked, and PACCAR Parts purchases reported quarterly.</p> <p>The Sourcewell Discount Matrix for PACCAR Parts, United States and one for Canadian, is uploaded under Pricing.</p> <p>All quotes, ordering, delivery and training will be managed by our dealer parts salesforce and supported by the PACCAR Parts field sales organization. Dealer parts sales personnel will quote based on the PACCAR Parts pricing discount schedule for this contract.</p>	*
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>PACCAR Parts drives uptime for customers with technology solutions that include the PACCAR Parts 365 Customer Service Center and Fleet Services program, which supports over 1,900 commercial fleets operating more than 1.1 million vehicles.</p> <p>PACCAR Parts recently launched the next generation of its industry leading e-commerce program, which provides customers 24/7 online access to more than 1.5 million aftermarket parts and generates 4.1 million order lines per year.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	The entire PACCAR Parts product line is offered to all participating agencies through our extensive Kenworth, Peterbilt dealers and TRP store network in the United States including Alaska and Hawaii.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The entire PACCAR Parts product line is offered to all participating agencies through our extensive Kenworth, Peterbilt dealers and TRP store network in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	All United States and Canada areas will be fully serviced.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All participating agencies in all sectors will be fully served.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions apply. All dealers and stores will manage shipping and delivery requirements needed to support participating agencies in Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	PACCAR Parts and all PACCAR Parts dealers and stores will extend same terms to nonprofit entities as they would any participating government entity. Any special terms will be mutually agreed upon between dealer/store and nonprofit entity.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The contract will be promoted primarily through our extensive dealer and store network and more than 2,700 parts sales executives, parts sales managers, inside parts sales representatives, and outside parts sales representatives calling on and visiting municipal agencies. Online training models will be established to provide educated and skilled representatives to promote the contract and parts solutions.</p> <p>Local dealer and store promotion of the contract is through various means such as personal outreach, distributing flyers, hosting open house events, and utilizing additional printed materials.</p> <p>Marketing materials and presentations materials will be developed specifically to promote the use of the PACCAR Parts contract showing the ease of use and benefits of participating. Examples have been uploaded in the supporting documents.</p> <p>PACCAR Parts is committed to the ongoing development of marketing materials and will actively promote the contract at national trade shows as well as local or regional events in which the local dealer or store supports. PACCAR Parts, dealers and stores will use Sourcewell promotional materials available such as the "Awarded Contract" flags and giveaway items at these events. Many dealers also participate in regional exhibitions specifically targeting the government and municipal sectors. We support and encourage dealer and store participation and assist with the creation of their own promotional materials for distribution and display at these events.</p> <p>PACCAR Parts public relations department will distribute a national press release to the media to announce the Sourcewell contract. Additionally, the PR Department conducts customer testimonials and success stories which will also be distributed to the national press to further promote the ease and beneficial use of our Sourcewell contract.</p>	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PACCAR Parts has a digital marketing team who utilize all social media platforms to aggressively promote our products and services. Additionally our analytics team utilizes metadata to identify opportunities to target customers and products for our current customers. These actions will be utilized with the Sourcewell contract and participating entities.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	<p>We see the following as Sourcewell's role in promoting the contract:</p> <ul style="list-style-type: none"> - Providing a website structure that allows agencies to find PACCAR Parts contract, contacts, and product details easily and simply when searching for solutions. - Provide training to dealer personnel through webcasts or in person forums to improve understanding how to use the contract with potential government entities. - Promote contract use at trade shows and regional events. - Providing marketing materials and forms that can be modified specific to a dealer or store location. - Continuously seeking new and advanced ways to connect agencies to PACCAR Parts solutions. 	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	Participating agencies can easily obtain PACCAR parts through our industry-leading eCommerce tool, Online Parts Counter (OPC). The agency will request access to OPC through their local PACCAR Parts dealer or store and 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 at no additional cost to the agency.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>PACCAR Parts provides regular product training on regional and national basis through a dedicated training staff. The training program is comprised of elements including in-person and virtual delivery methods, webcasts, industry trade shows and online videos.</p> <p>If awarded, PACCAR Parts will provide program specific training to all authorized dealers and TRP stores and sales staff. Customer training is typically provided at no cost.</p> <p>Please see attached example of training available to dealers and TRP stores. (RPM Training Announcement 2022)</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>PACCAR Parts drives uptime for customers with technology solutions that include the PACCAR Parts 365 Customer Service Center and Fleet Services program, which supports over 1,900 commercial fleets operating more than 1.1 million vehicles.</p> <p>PACCAR Parts recently launched the next generation of its industry leading e-commerce program, which provides customers 24/7 online access to more than 1.5 million aftermarket parts and generates 4.1 million order lines per year.</p> <p>PACCAR Parts has over 50,000 unique customers utilizing its ecommerce platform.</p>
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>PACCAR, 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. All Kenworth and Peterbilt facilities 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.</p> <p>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. PACCAR 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.</p> <p>In their product lineup, Kenworth and Peterbilt currently offers battery electric vehicles (BEVs) and a comprehensive range of CNG and LNG engines for class 6,7, and 8 vehicles. Additionally, they plan to introduce a hydrogen fuel cell/electric class 8 vehicle.</p>
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>PACCAR 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).</p> <p>Our commitment to environmental responsibility extends beyond just our engines. All PACCAR manufacturing plants are ISO14001 certified, ensuring that our production processes adhere to the highest environmental standards.</p> <p>In recognition of PACCAR's 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.</p> <p>While it's no longer mandatory, Kenworth offers 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.</p>
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>PACCAR Parts drives uptime for customers with technology solutions that include the PACCAR Parts 365 Customer Service Center and Fleet Services program, which supports over 1,900 commercial fleets operating more than 1.1 million vehicles.</p> <p>PACCAR Parts recently launched the next generation of its industry leading e-commerce program, which provides customers 24/7 online access to more than 1.5 million aftermarket parts and generates 4.1 million order lines per year.</p> <p>PACCAR Parts has over 50,000 unique customers utilizing its ecommerce platform.</p>

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
47		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
48		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
49		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	PACCAR Parts Fleet Services provides customized payment terms to meet agency's needs. Payment terms will be mutually agreed upon between PACCAR Parts Fleet Services and the participating agency.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	PACCAR Parts does not provide leasing or financing options. However we will work with PACCAR Financial and other entities, such as NCL Government Capital, to potentially establish financing options.	*

57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	<p>Participating agencies would start with establishing a PACCAR Parts Fleet Services account. Using the standard documents below:</p> <p>PACCAR Parts Customer Application Form Portal Access Form Application FAQ</p> <p>PACCAR Parts Dealers and Stores will provide quotes priced according to the contract pricing schedule. Each dealer and store will use their unique forms and statements customary to the local and state requirements. A Dealer quote document is uploaded.</p> <p>PACCAR Parts Fleet Services will then provide a PPFS Invoice and correct any pricing discrepancies or errors that may occur at the dealer or store level. A sample of a dealer quote and a PPFS invoice is uploaded.</p>	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	PACCAR Parts Fleet Services is currently not set up to accept P-card purchases. However, we are working to offer this option in the near future.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	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, and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for PACCAR Parts, United States and one for Canada, is uploaded under Pricing.	*
60	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.	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 Sourcewell PACCAR Parts discounts are provided, the PACCAR Parts purchases tracked, and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for PACCAR Parts, United States and one for Canada is uploaded under Pricing.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	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 PACCAR Parts dealer or TRP store.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	The PACCAR Parts dealer or store will supply a quote for each request for open market or non-contracted items or services.	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	PACCAR Parts Fleet Services can provide any customized reporting of historical purchases and participating entities accounts payable management limited to sales through our the PPFS program.	
64	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.	<p>Many States or local political divisions have unique laws and potential taxes that are not included and would be added by the selling dealer or store as required by law.</p> <p>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.</p> <p>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 dealer or store as required with each unique state.</p>	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is provided/arranged by the local Kenworth, Peterbilt dealer or TRP store. Expedited delivery may involve additional freight charges.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Delivery is provided/arranged by the local Kenworth, Peterbilt dealer or TRP store. Expedited delivery may involve additional freight charges.	*

67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>PACCAR Parts provides daily shipments to 957 Kenworth, Peterbilt dealers and TRP stores in North America. Through our 10 Distribution Centers. The majority of these locations receive same day service.</p> <ul style="list-style-type: none"> • Renton, WA – 160,000 sq. ft. • Las Vegas, NV – 250,000 sq. ft. • Oklahoma City, OK – 250,000 sq. ft. • Rockford, IL – 265,000 sq. ft. • Toronto, ON – 160,000 sq. ft. • Lancaster, PA – 132,500 sq. ft. • Atlanta, GA – 185,000 sq. ft. • Montreal, QC – 35,000 sq. ft. • San Luis Potosi, MX – 120,000 sq. ft. • Louisville, KY – 260,000 sq. ft. 	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	PACCAR Parts will perform an audit of five invoices a month to confirm compliance with the Sourcewell Discount Matrix. 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.	*
69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	The primary measurement of success will be quarterly growth for Sourcewell agencies. In addition, those areas that appear to lack expected volume will be 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.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	PACCAR Parts proposes a 0.5% administrative fee for parts purchases quarterly, not including "sourced" or "open market" items or services, 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%.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	PACCAR Parts is offering parts pricing that is better than what is typically being offered to government agencies and through other cooperative organizations. Additionally, for quantity deals PACCAR Parts and the dealer or store may provide additional special discounts or incentives.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	PACCAR Parts is offering 1.4 million different commercial Truck Parts supporting all Kenworth, Peterbilt and other types of commercial vehicles through all Kenworth, Peterbilt dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter.	*
73	Identify the vehicle makes for which your offered parts are considered OEM.	PACCAR Parts is the parts division of PACCAR Inc., which is a manufacturer of heavy-duty trucks and engines. As such, PACCAR Parts offers a wide range of original equipment manufacturer (OEM) parts for PACCAR brands, including Peterbilt, and Kenworth trucks. These OEM parts are specifically designed and manufactured to meet the highest quality standards and are intended to be direct replacements for the original parts found on PACCAR vehicles.	

74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	The vehicle engine types for which PACCAR products are manufactured are diesel, natural gas, electric, and future additional options such as gasoline, hydrogen, or propane. Biodiesel blend is also offered. As such, PACCAR Parts either provides parts for these applications or will in a future state.
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	<p>Municipal agency access to online truck service information (E-Portal), Online electronic parts catalog (ECAT), electronic service manuals, and Field Service Bulletins are available through their local dealer and requires an ongoing subscription charge based on the degree of access required. Additionally, diagnostic tools and software are also available that include hardware, software, and ongoing subscription for fleet usage.</p> <p>Municipal agency option to perform in-house warranty repairs with a sponsoring Dealer Filing Warranty Claims on Behalf of Fleet (Dealer Sponsored) OR Fleet filing direct (Direct Fleet) may be a desired option for larger municipal fleets. Discounted diagnostic tools and ongoing systems subscriptions will be determined on a case by case basis between the agency, the participating dealer, and the PACCAR truck division.</p> <p>PACCAR Connect and its suite of connected services monitor a fleets truck health and have the capability to send customized alerts and notifications to your designated support team, including the nearest Kenworth or Peterbilt dealership. All new trucks include a multiyear subscription (ranges from 2 to 7 years) and are available for optional extended subscription periods beyond the years included with the new truck purchase.</p> <p>Online Parts Counter is a user-friendly tool that allows PACCAR customers, such as Sourcewell entities, to access and order genuine PACCAR parts online. It is designed to streamline the parts ordering process, making it faster and more efficient. Key benefits are:</p> <ol style="list-style-type: none"> 1. Easy parts identification: The platform provides a comprehensive catalog of PACCAR genuine parts, allowing users to easily search and identify the parts they need based on their specific truck model, year, and other criteria. 2. Online ordering: Once the desired parts are identified, users can conveniently place their orders online, eliminating the need for manual paperwork or phone calls. This helps save time and reduces errors in the ordering process. 3. Price and availability information: The Online Parts Counter provides real-time pricing and availability information for PACCAR parts, ensuring that customers have accurate and up-to-date information before placing their orders. 4. Secure payment options: The platform offers secure payment options, allowing customers to complete their transactions online with confidence. 5. Order tracking: Users can track the status of their orders online, ensuring transparency and providing peace of mind. 6. Access to technical information: The Online Parts Counter also provides access to technical information, such as parts diagrams, installation instructions, and troubleshooting guides. This helps users in understanding and installing the parts correctly. <p>There is no cost for this platform.</p>
76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>See below for a listing of all Product Lines covered in this RFP.</p> <p>Clutch, Coolant, Drive Axle, Drive Line, PTO's & PTO Kits, Transmissions, Lubricants, Winch, Alternators, Starters, Batteries, Fans & Fan Clutches, Filters, Air Deflectors, Battery & Tool Boxes, Cab & Hood Tilt, Cab & Sleeper Interior, Cab & Sleeper Upholstry, Cabs, Sleepers & Structure, Complete Hoods & Hood parts, Composite Bumpers, Composite Mirrors, Emblems, Frame Components, Fuel Tanks, Glass, Wiper Systems, Heater & Air Conditioning, Radiators & Charge Air Coolers, Electrical, Hose, Fittings, V-Belts, Instruments, Fasteners, Wiring Harnesses, Bumpers (Metal), Chemicals, Chrome Accessories, Cleaning Accessories, Cold Weather Aids, Fenders, Lighting, Floor Mats, Hydraulic Jacks, Merchandise, Mud Flaps, Radios, Safety Accessories, Seats, Seat Parts, Wiper Blades, Cummins, DEF, LNG & CNG Product, Aftertreatment, MX Engines, EV Chargers, EV Charger Parts, HV BEV Batteries, PCAS, EAxles, EMotor, PEC, Air Systems, Bearings & Seals, Brake Parts, Cargo Control, Landing Gear & 5th Wheel, Trailer Equipment, Trailer Skirts, Trailer Steel Springs, Trailer Suspension, Wheels & Drums, Air Springs, Cab Suspension, Exhaust, Lift Axles, Proprietary & Non-Proprietary Suspensions, Shock Absorbers, Steering Gears & Pumps, Steering Parts, Tire Inflation Systems.</p> <p>See attached Level 2 for RFP parts pricing sheet for even more detailed categories and subcategories.</p>

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered*	Comments
77	Automobile OEM Parts	r. Yes r No	PACCAR Parts stocks several different kinds of products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
78	SUV OEM Parts	e Yes e No	PACCAR Parts stocks several different kinds of products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
79	Van OEM Parts	r. Yes r No	PACCAR Parts stocks several different kinds of products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
80	Light Truck OEM Parts	e Yes e No	PACCAR Parts stocks several different kinds of products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
81	Class 3-8 Chassis and equipment OEM Parts	r. Yes r No	PACCAR Parts stocks over 1.4 million different kinds of products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
82	Bus OEM Parts	e Yes e No	PACCAR Parts stocks Many products in this category at all 957 Kenworth, Peterbilt dealers and TRP stores.
83	Motorcycles OEM Parts	r. Yes r. 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](#) - Sourcewell Matrix for Parts.xlsx - Wednesday July 24, 2024 10:17:40
- [Financial Strength and Stability](#) - Annual Report.pdf - Wednesday July 24, 2024 10:20:29
- [Marketing Plan/Samples](#) - PPFS Slids-Training Announcement-Social Media Links.pdf - Wednesday July 24, 2024 10:32:02
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Quotes-applications-FAQ.pdf - Wednesday July 24, 2024 10:32:25
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Dealer List - Exceptions - Insurance Letter.pdf - Tuesday July 30, 2024 14:52:33

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.
3. The Proposer certifies that:
 - (1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and
 - (3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.
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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.
5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.
6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. 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, 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. - Luis Diaz de Leon, Fleet Sales Manager - Special Markets, PACCAR Parts

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 obligations contemplated in the solicitation proposal.

☐ Yes ☒ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	<input checked="" type="checkbox"/>	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	<input checked="" type="checkbox"/>	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	<input checked="" type="checkbox"/>	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	<input checked="" type="checkbox"/>	1