

**MASTER AGREEMENT #081325****CATEGORY: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories****SUPPLIER: Davey Coach Sales, LLC**

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 Davey Coach Sales, LLC, 7182 Reynolds Drive, Sedalia, CO 80135 (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 13, 2029, 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 # 081325 to Participating Entities. In Scope solutions include:
  - a. Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks:
    - i. Vehicles of the following types and classifications:
      - (1) Automobiles: mini, subcompact, compact, coupe, sedan, and full size;
      - (2) Sport Utility Vehicles: cross-over, light duty, and heavy duty;
      - (3) Vans: passenger and cargo; and
      - (4) Light Trucks: light duty, half-ton, three-quarter ton, and one ton.
    - ii. Vehicles of the types and classifications in subsections 7 a. i. (1)-(4). above with upfitting designed for:
      - (1) Public safety applications;
      - (2) ADA and paratransit applications;
      - (3) Service bodies and utility bed for light trucks; and
      - (4) Equipment, lighting, technology, accessories, safety products, and upfitting services directly related to turnkey solutions for subsections 7 a. ii. (1)-(3).
    - iii. A wide range of vehicles by seating or cargo configurations, drive train options, trim levels, and optional equipment offerings.
    - iv. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are directly related to turnkey solutions for subsections 7 a. i. and 7 a. ii. above.

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

- 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 Sourcwell 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 will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. 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 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.
    - 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.

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.
- 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.

081325-DAV

Sourcewell

Davey Coach Sales, LLC

Signed by:  
  
C0FD2A139D06489...

By: \_\_\_\_\_

Jeremy Schwartz

Title: Chief Procurement Officer

Date: 11/12/2025 | 6:54 PM CST  
\_\_\_\_\_

Signed by:  
  
93212E6CED0A4C2...

By: \_\_\_\_\_

Comer Hobbs

Title: Transit Sales Manager

Date: 11/12/2025 | 2:10 PM CST  
\_\_\_\_\_



# RFP 081325 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

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## Vendor Details

Company Name: Davey Coach Sales  
Address: 7182 Reynolds Drive  
Sedalia, CO 80135  
Contact: Comer Hobbs  
Email: comerh@daveycoach.com  
Phone: 720-539-9455  
Fax: 866-877-4201  
HST#: 84-1205448

## Submission Details

Created On: Wednesday August 06, 2025 15:59:54  
Submitted On: Wednesday August 13, 2025 11:23:18  
Submitted By: Comer Hobbs  
Email: comerh@daveycoach.com  
Transaction #: d136230d-f6d6-4425-865c-0b62bb673506  
Submitter's IP Address: 147.243.203.211

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## 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.	Davey Coach Sales, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
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).	None - just Davey Coach Sales, LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1RLN4	*
5	Provide your NAICS code applicable to Solutions proposed.	485113	
6	Proposer Physical Address:	7182 Reynolds Drive Sedalia, CO 80135	*
7	Proposer website address (or addresses):	www.daveycoach.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):	Comer Hobbs, Transit Sales Manager 7182 Reynolds Drive, Sedalia, CO 80135 comerh@daveycoach.com 720-539-9455	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Comer Hobbs, Transit Sales Manager 7182 Reynolds Drive, Sedalia, CO 80135 comerh@daveycoach.com 720-539-9455	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alex Momerak, Transit Sales Coordinator 7182 Reynolds Drive, Sedalia, CO 80135 alexm@daveycoach.com 303-683-9500  Nathan Patterson, Transit Operations Coordinator 7182 Reynolds Drive, Sedalia, CO 80135 303-577-0969	*

**Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)**

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>A Brief History and Our Lines</p> <p>Tom Davey founded Davey Coach Sales in Denver, Colorado in 1992. Davey Coach specializes in selling and delivering small to mid-sized buses from 5 passenger vehicles all the way up to 56 passenger buses across the United States and Internationally. With an inventory of 65+ new vehicles in stock (including Para-transit units) and a continuous supply of pre-owned vehicles obtained via trade-in or fleet maintained equipment from the affiliated Cornerstone lease fleet, Davey Coach offers one of the largest inventories of late model, low mileage pre-owned vehicles in the industry. We sell parts nationwide and have multiple state of the art service facilities in CO, CA and IN with certified specialized technicians. Offering long term, short term and seasonal leasing options, we do it all and make it easy! Additionally, we specialize in vehicle graphics and can wrap literally anything in our 3M and Avery Certified graphics department. Davey Coach is the largest retail dealer in the nation for Turtle Top Buses and is a top distributor for most lines represented. Offering buses built by Diamond Coach, Collins Bus, Turtle Top, HLE, Braun, Fenton Mobility, Sunset Vans, and MobilityTrans, have 'Green' vehicle options thru Ford, Optimal EV and A-1 Alternative Fuels and additional options to customize a bus or van through companies like Quigley 4X4, NW QuadVan, Mor/Ryde Suspension, Kelderman Air Ride, and seating solutions from Freedman Seating, Davey Coach is guaranteed to have what you need!</p> <p>A Snapshot of our Team Experience Levels</p> <p>Josh Davey – President - 22 years in the bus industry  Comer Hobbs – Transit Sales Manager – 27 years in the bus industry  Keith Gibson – California Branch Manager – 18 years in the bus industry  Mike Sheridan – COO – 35 years in the vehicle service industry  Jason Kleve – CFO – 20 years in the vehicle dealership industry  Brian Zappanti – Operations Director – 32 years in the service industry  Jonathan Sandoval – Warranty Administrator – 11 years in the service industry  Jacob Palmer – Parts Sales - 7 years in the bus industry  Nicole MacKenzie – Graphic Manager – 7 years in the graphics industry  Kurt Green – Graphics Installer – 11 years in the graphics industry (3M &amp; Avery Certified)  Kalynn Miller – Davey Midwest Manager - 9 years in the bus industry  Tom Carter – Davey Midwest Service Technician – 30 years in the service industry  Vern Nunn - Shop Foreman – 7 years inspecting CDOT vehicles  Nathan Patterson – Transit Operations – 6 years in the bus industry</p> <p>Our shop foreman is continuously working with suppliers to get additional certifications and training for our technicians.</p> <p>Davey Coach Core Values:  Make it Happen - Find a Way  Own It!  Victory - Stay Driven and Win Your Game  Every Relationship Matters</p> <p>Davey Coach Sales Purpose: Connecting People to What's Important</p> <p>This is further detailed on our Financial Strength Zip Folder</p>	*
12	What are your company's expectations in the event of an award?	In the event of an award, Davey Coach Sales would be ecstatic! We will wait for our contracts with Sourcewell to be executed and then begin a marketing campaign after an introductory call with the Sourcewell staff to see what resources we can pool together to reach and provide service(s) to the maximum number of end users. If we need to fly staff to Staples to meet with you guys and then learn what we all want to do, we are all in ;)	*
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>We are financially sound.</p> <p>Please see the attached Finance Letter from our CFO.</p>	*
14	What is your US market share for the Solutions that you are proposing?	If the US commercial bus market is 12,000 units with potentially 8,000 going to the US government and its affiliates, Davey Coach Sales would estimate owning roughly 1% of that market. This metric is not measured very well in our industry as there are multiple bodies that are mounted on chassis, so there is no accurate Polk data, etc. for this. We currently hold state transit purchasing contracts in ten states.	*

15	What is your Canadian market share for the Solutions that you are proposing?	We do not sell Canadian governmental entities in Canada as bus manufacturers have in-country based dealers that handle Canadian Government operators.	*
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 Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	We do not have any current or previous bankruptcy filings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	We are a distributor/dealer for all of the products that we are offering. We typically sell vehicles that we are proposing on this RFP in 45 states per year. Please see the attached manufacturer support letters.	*
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.	We currently hold dealer/distributor contracts with the five product offerings we are presenting on this contract. We hold sales and business licenses in many states across the US and actively add states that we enter to do business.	*
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 Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	We do not have any past or present debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	We have regularly received top-5 dealer awards from various manufacturers that we represent over the 33 year history of the dealership.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Our current government market share represents 55-60% of all of our vehicles sales.	*
22	What percentage of your sales are to the education sector in the past three years?	Our total education market share represents 5% of all of our vehicle sales.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Our larger contracts are Colorado DOT, MT DOT, SD DOT , KY/WV, Iowa DOT and CalACT  This is over 300 units per year.  We also have other municipal contracts that are in addition to the ones listed above around the country. We feel confident that we can handle Sourcewell's needs.	*
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?	Davey Coach Sales does not have either of these type of contracts or arrangements.	*

**Table 2B: 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 *	
Bluegrass Community Action Program	Taylor Veatch	502-229-4152	*
Colorado DOT	Ann Beauvais	719-447-7623	*
Access LA	Peter Stawniczy	213-270-6158	*

**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.	<p>Davey Coach currently employs over 70 people in our three nationwide locations. In addition to administrative assistants, we have sales representatives that cover the country in every time zone. Here is a list of our reps, the state in which they reside, and the number of years in the bus industry.</p> <p>Comer Hobbs - CO - 27 years  Josh Davey - CO - 22 years  Sam Rios - CO - 3 years  Dom Sanchez - CO - 2 years  Ben Olzewski - CO - 7 years  Chuck Nelson - MT - 6 years  Daniel Donaldson - 13 years  Onyx Ortiz - AZ - 13 years  Steve Keith - CT - 24 years</p>	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	We do not have any sub-dealers for this contract. We typically sell into 45 states per year and handle all support from our three office locations in CO, CA, and IN.	*
28	Service force.	<p>Here is a list of some of our service team members, the location in which they reside, and years in service.</p> <p>Mike Sheridan - COO - CO - 35 years  Brian Zappanti - Operations Director - CO - 32 years  Keith Gibson - Vice President - CA Branch - CA - 18 years  Jonathan Sandoval - Warranty Administrator - CO - 11 years  Kalynn Miller - Branch Manager (IN) - IN - 9 years  Tom Carter - Midwest Technician - IN - 30 years  Vern Nunn - Shop Foreman - CO - 7 years  Nicole MacKenzie - Graphics Manager - CO - 7 years  Kurt Green - Graphics Installer - CO - 11 years  Nathan Paterson - Transit Operations Coordinator - CO - 6 years</p>	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>The process of ordering a commercial bus is more complex than ordering an automobile or a chassis. These vehicles are all uniquely custom built and are typically not constructed by robots - they are hand built on an assembly line utilizing manual labor. With humans ordering + humans building and to mitigate the potential for human error ensuring that orders are build to ordered spec, we have found after years of fine-tuning the following process works best:</p> <ol style="list-style-type: none"> <li>1. Once an end user has been identified, we hold a 1-hour Zoom meeting to go through our order form (sample attached) for the vehicle that they are looking to purchase. We go through the options in detail showing + explaining what the option is for the end user to have a complete understanding of option(s) content.</li> <li>2. Once the order spec is good to go with the end user, both entities sign off on the spec with floorplan and any additional specialty items noted via DocuSign.</li> <li>3. The order is placed with the appropriate manufacture(s), and they return an order to Davey Coach Sales for confirmation. We have 2-3 sets checks/balances at Davey Coach Sales compare the customer signed order with the factory order to make sure that all items are included on the order.</li> <li>4. We communicate with the end user on estimated production dates of their order periodically so that they can fiscally plan to receive the ordered unit(s).</li> </ol>	*

30	Demonstrate your ability and experience handling large order volumes for autos through light trucks.	Over the years, we get large orders from 20-80 units at a time. While this size order might overwhelm some dealers, we thrive on working through large orders as well as processing them through our dealership locations. We create a spreadsheet for each large order so that the progress of the order is tracked from order date to completion date and are happy to share this with the end user should they desire. We also make special 'inspection' forms that allow us to perform pre-delivery inspections for the exact and not use a generic form.	*
31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	We at Davey Coach Sales take pride in our customer service in every point of contact with an end user or customer. Many times customers and other bus dealers call us to purchase parts for vehicles that they did not buy from us due to our quick turnaround times. We have actually turned state contract business into our favor by performing warranty paperwork processing for units that we did not sell initially. Both of these customer-first oriented approaches end up winning the end user over, and they start buying vehicles from Davey Coach Sales. Our dedicated warranty administrator handles all of our customers on a national level. He and his team work with our network of service locations across the country in addition to setting up local-to-customer-location shops and customer garages for warranty work. We are very flexible with this. When we source outside shops for the warranty work, we pay the repair bill right away so that the vehicle can be released back into service ASAP while we wait (sometimes months) for our manufacturers/supplies to reimburse us for the work performed. We've found that this is the best approach to ensuring our customers are taken care of on a National level regardless of their proximity to one of our physical locations. Having locations in three time zones is a definite advantage for Davey Coach. If you are in the Eastern or Central time zones and is is after 5pm, you have the ability to call our CO or CA location to get your answer and even order an in-stock part to overnight to your location. Our Ability to Service Letter will detail this further and give you a better look at Davey Coach.	*
32	Demonstrate in detail your ability to sell, deliver, and support vehicles sold on a master agreement throughout the contiguous United States; as well as sell, deliver, and support vehicles sold on contract in Alaska, Hawaii, US Territories, and Canada.	This answer is the same at Question 31 - please see the Ability to Service Letter	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	With our National footprint, we are willing and able to work with Sourcewell entities in assisting them in parts, service, and warranty items - not just sales! Our supporting documentation shows the long tenure of some of our staff. Many times our service team will jump on a conference call to assist a shop in repairing a vehicle over the phone. Working after hours is not a problem as we want the vehicles to stay on the road!	*
34	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We will not be able to receive Canadian orders.	*
35	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Canada	*
36	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not see any restrictions to participating entities outside of the continental United States. There are shipping requirements that we can work with the end user on to make sure we are communicating the same together in order to get the vehicle out to them. For example, when we ship a bus to a Hawaiian customer we need to know which Island they are located on so that we can coordinate the boat ride effectively.	*
37	Describe in detail your history and experience selling vehicles to state and local government agencies, public and private K-12 and higher education, and non-profits.	For over 30 years, Davey Coach has delivered buses to the education and government market segments. We have worked closely with pre-K schools up through universities as well as government entities across the country. We understand that the end users of Sourcewell contract require more attention than a standard retail end users and have become proficient at meeting their expectations including but not limited to the sales process, delivery, inspection, payment, and after sales support.	*
38	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are happy to work with non-profits and the Sourcewell contract as long as the non-profit's purchasing rules permit.	*



**Table 4: Marketing Plan (100 Points)**

Line Item	Question	Response *	
39	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.	We understand that Sourcewell would like a detailed description here, but our Marketing Plan is too long :) Please see the attached Marketing Plan file for all of the details!	*
40	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our attached Marketing Plan will go into this in more detail, but we use social media analytics, Google Analytics & Heat Mapping, Email performance data, geo-targeting, and CRM integration.	*
41	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?	We would like to overlap Davey Coach and Sourcewell government contacts to get a drilled-down list of who to market towards. We assume that Sourcewell will announce contract award to their entities, and we would like to independently target the full entity list as detailed in our Marketing Plan.	*
42	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We do not have this at this time. However, we typically hold a 60 minute Zoom call with an end user to ensure that the specs they need are addressed and added to the order. While this hands on method/approach is a little more traditional, online ordering for the products we are proposing here leaves incredible vulnerability to items being left off of orders and leaving us with unhappy customers.	*

**Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)**

Line Item	Question	Response *	
43	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.	Many of our component suppliers have implemented online training sessions, and we are happy to facilitate that with Sourcewell entities. We offer custom White Glove Delivery services for a fee based on location and training need in order to help customers new to our product offerings get fully acquainted.	*
44	Describe any technological advances that your proposed Solutions offer.	Our OEM manufacturers are constantly striving to improve the technology throughout their entire build process including but not limited to automation in production and design where possible, 3D printing to expedite part availability and reduce lead time for ordering, extended life/range battery packs to maximize and extend EV travel distances between charging to name just a couple of specific advances.	*
45	Describe any service contract options or extended warranties being offered with your proposal.	The primary extended warranties that we offer are from Ford Motor Company on the chassis and vans. We also offer extended warranty coverage on our body air conditioning. The prices for these are based on customer requested term and application.	*
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor, technician travel, and geographic regions covered.	We attached the warranties for our base offerings in Additional Docs zip file. Our warranty administrator will also handle / process claims as detailed in our Ability to Service Letter. The warranties detail who / what is covered. As options are selected, we will send the warranties for those components to the end user for their files.	*
47	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	We have green vehicle options available from several OEM manufacturers (Ford, Fenton Mobility, Optimal EV, A-1 Alternative Fuels) which are fairly new to the small and mid-sized passenger transportation market. Water testing facilities for moisture penetration recycle the water they utilize. We recycle all of our oil and fluids thru our service and mobile service departments. Our Turtle Top buses have Nitrogen filled tires which provide better fuel economy and reduced tire wear - reducing non exhaust emissions (NEE), road wear particles (TRWP) or tire wear particles (TWP).	*
48	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.	Davey Coach Sales does not have any of these	*
49	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?	Davey Coach Sales is unique in it's approach to the passenger transportation industry in a variety of ways including but not limited to vehicles that are "In Stock" and ready for immediate delivery (vs. lead times that can take 4-12+ months for ordered equipment), custom ordered vehicles with 1 on 1 professional consultation regarding option content, rental buses available for daily, weekly and monthly needs, mobile service trucks, full service graphics department including custom design, production and installation, fabrication services that can customize the interior of a shuttle bus/van to be anything the end user desires/needs regardless of the specialty nature of their request. We also offer delivery services and enhanced White Glove Delivery services with on site training and digital training material provided to the end user. Finally our after sales support is best in class from a warranty administration and service standpoint.	*

**Table 5B: Value-Added Attributes**

Line Item	Question	Certification	Offered	Comment	
50	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 resellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
51		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
52		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
53		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
54		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
55		Service-Disabled Veteran-Owned Business (SDVOB)	<input checked="" type="radio"/> Yes <input type="radio"/> No	We are an LLC	*
56		Small Business Enterprise (SBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
57		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*
58		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	We are an LLC	*

**Table 6A: Pricing (400 Points, applies to Table 6A and 6B)**

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
59	Describe your payment terms and accepted payment methods.	We are net 30 days. Check, ACH or EFT.	*
60	Describe any leasing or financing options available for use by educational or governmental entities.	Our in-house leasing company, Cornerstone Bus Sales & Leasing, can handle the complicated 1-year to one year (or less) municipal leases. We also work with Huntington, Wells Fargo, Ascentium, and Umpqua banks to extend a variety of leasing terms to our customers.	*
61	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.	For the Sourcwell entities that will purchase off of this contract, we typically accept local purchase orders. We do have a Buyers Order (attached) that we can send out to entities as well. Leases and Service agreements are usually custom - please see our attached file example of each.	*
62	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We do not work with P-cards for vehicle procurements. We prefer EFT transactions. We will also set up Sourcwell entities for terms in our parts and services departments pending a submitted credit application (attached file)	*

63	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.	Our pricing sheet is set up where an entity can purchase a complete vehicle. There are many options in commercial bus/van, and we will work with each end user on pricing out the options that best suit their duty cycle. We have attached a price list along with standard features for our offerings in a brochure-style format. Optional items are supplied on our order forms (example file attached).	*
64	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.	We work with our manufacturers to obtain the most aggressive pricing for our end users. That pricing is displayed here. Sourcewell receives special pricing as shown.	*
65	Describe any quantity or volume discounts or rebate programs that you offer.	We do not offer any volume discounts as our pricing is very aggressive.	*
66	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.	With so many options required by end users across the country, we work with our manufacturers to get the best available price offering for each option at the time of order.	*
67	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.	Our pricing sheet lists these items, but shipping is not included in the base pricing. Our units are FOB New Paris, IN where we prep them for delivery in our 11-bay facility. Any on-site training is also not included, but we have options for training available upon requests that include driver training at delivery, manufacturer training on various options, and service training.	*
68	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have a per-mile fee listed on our price sheet. We will figure door-to-door mileage and add that to the vehicle total. Each vehicle will be washed just prior to local delivery and will contain a full tank of fuel.	*
69	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We work with logistic companies to deliver vehicles to the port of departure that works best with the end user. Some end users prefer setting up their own freight from the continental US port to their location. We will work with Sourcewell entities to determine what they need as we deliver to AK, HI, and foreign countries every year.	*
70	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer a White Glove Delivery service that raises the customer vehicle delivery experience to a level not previously offered in our industry. On site training, video instruction, etc. are all part of this service.	*
71	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.	We will work closely with Sourcewell to ensure that all quotes and orders have the proper and accurate pricing at the time of quoting and ordering. When prices change through out the contract life, we update our order forms and their filenames so that everyone is clear that the pricing is accurate and up to date.	*
72	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.	We will monitor the production and delivery times of our manufacturers to make sure that not only are the vehicles delivered on time but also that Davey Coach is receiving and preparing units for delivery in a timely manner.	*
73	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.	We have included a 1.514% administrative fee for Sourcewell in all of our base priced units. This will cover everything as there will not be an administrative fee added to any options over and above the base priced vehicles for Sourcewell. Our units are expensive which equates to around \$2,000 per vehicle for Sourcewell. We are excited for this opportunity!	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
74	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We obtain the most competitive pricing for chassis, bodies, and automobiles for Sourcewell entities.	*

**Table 7A: Depth and Breadth of Offered Equipment Products and Services (200 Points, applies to Table 7A, 7B, and 7C or 7D)**

Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Awards under this solicitation for Automobiles, SUVs, Vans, and Light Trucks will be in two (2) categories.

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a proposer offers vehicle solutions with Internal Combustions Engines (ICE) as well as vehicles with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 ONLY.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems ONLY.

Line Item	Category Selection *	
75	Category 1: ALL engines, fuel, and propulsion type Automobiles, SUVs, Vans, and Light Trucks	*

**Table 7B: Depth and Breadth of Offered Solutions**

Line Item	Question	Response *	
76	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Our proposal price list contains pricing for completed ADA minivans, non-ADA and ADA Ford Transit vans, and non-ADA and ADA commercial cutaway buses in low and high floor configurations.	*
77	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are proposing for the following categories: Automobiles Vans Light Duty Trucks	*

**Table 7C: Depth and Breadth - Category 1 - All Engine Types**

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.

☐ We will not be submitting for Table 7C: Depth and Breadth - Category 1 - All Engine Types

Line Item	Category or Type	Offered *	Comments
78	Automobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	ADA Chrysler Voyager Side & Rear Entry Vans ADA Toyota Sienna Hybrid Rear Entry Vans
79	Sport Utility Vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	We do not offer SUV's
80	Vans	<input checked="" type="radio"/> Yes <input type="radio"/> No	ADA and non-ADA Ford Transit Vans
81	Light Trucks (half ton, three quarter ton, and one ton)	<input checked="" type="radio"/> Yes <input type="radio"/> No	ADA and non-ADA commercial high floor and low floor cutaway buses
82	Vehicles of the types and classifications in 78-81 above with upfitting designed for Public Safety Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	Primarily specialty command units and correctional applications
83	Vehicles of the types and classifications in 78-81 above with upfitting designed for ADA and Paratransit Applications	<input checked="" type="radio"/> Yes <input type="radio"/> No	As detailed above
84	Vehicles of the types and classifications in 78-81 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input type="radio"/> Yes <input checked="" type="radio"/> No	
85	Conventional Internal Combustion models	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Natural gas, propane autogas, hybrid, or alternative fuel models	<input checked="" type="radio"/> Yes <input type="radio"/> No	Alternative fueled models on vehicles with these low GVW's is complicated, but we can work to find what can suite the end user and still make weight requirements.
87	Electric powered models	<input checked="" type="radio"/> Yes <input type="radio"/> No	This will be on the Ford Transit van only as the GVW is too light for this procurement for any other electric offerings that would provide any useable passenger capacity on the commercial bus market.



Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

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.

☒ We will not be submitting for Table 7D: Depth and Breadth - Category 2 - Electric Propulsion Systems Only

Line Item	Category or Type	Offered *	Comments
88	Automobiles	<input type="radio"/> Yes <input type="radio"/> No	
89	Sport Utility Vehicles	<input type="radio"/> Yes <input type="radio"/> No	
90	Vans	<input type="radio"/> Yes <input type="radio"/> No	
91	Light Trucks (half ton, three quarter ton, and one ton)	<input type="radio"/> Yes <input type="radio"/> No	
92	Vehicles of the types and classifications in 88-91 above with upfitting designed for Public Safety Applications	<input type="radio"/> Yes <input type="radio"/> No	
93	Vehicles of the types and classifications in 88-91 above with upfitting designed for ADA and Paratransit Applications	<input type="radio"/> Yes <input type="radio"/> No	
94	Vehicles of the types and classifications in 88-91 above with upfitting designed for Service Body and Utility Bed for Light Truck	<input type="radio"/> Yes <input type="radio"/> No	

Table 8: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 95. NOTICE:** To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

Documents

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

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

- [Pricing](#) - Pricing.zip - Tuesday August 12, 2025 17:45:24
- [Financial Strength and Stability](#) - Financial Strength and Ability.zip - Tuesday August 12, 2025 17:56:09
- [Marketing Plan/Samples](#) - Marketing Plan - Samples.zip - Wednesday August 13, 2025 09:48:23
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Standard Transaction Document Samples.zip - Tuesday August 12, 2025 17:42:44
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Additional Docs - Warranties.zip - Tuesday August 12, 2025 17:43:29

## 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. - Comer Hobbs, Transit Sales Manager, Davey Coach Sales

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_6_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Tue August 5 2025 09:12 AM	<input checked="" type="checkbox"/>	1
Addendum_5_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon August 4 2025 08:59 AM	<input checked="" type="checkbox"/>	2
Addendum_4_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 30 2025 08:06 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Mon July 28 2025 07:50 AM	<input checked="" type="checkbox"/>	1
Addendum_2_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Fri July 25 2025 08:11 AM	<input checked="" type="checkbox"/>	2
Addendum_1_Automobiles_SUVs_Vans_Light_Trucks_RFP_081325 Wed July 23 2025 04:15 PM	<input checked="" type="checkbox"/>	2