

**Solicitation Number: RFP #102623****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Thomas Built Buses, Inc., 1408 Courtesy Road, High Point, NC 27260 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires December 22, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier will not be responsible for non-contract items added by Supplier's authorized dealers, distributors, or resellers, as applicable.

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

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

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

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier's authorized dealers, distributors, or resellers network, as applicable, in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed

assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. This Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence, or willful misconduct.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY**1. *Grant of License.*** During the term of this Contract:

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that

neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. CANCELLATION

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

Sourcewell

Thomas Built Buses, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/13/2023 | 8:20 AM CST

DocuSigned by:
Vance Nofziger
By: 0A1E7C1EA06447D...
Vance Nofziger
Title: Strategic Pricing General Manager
Date: 12/13/2023 | 7:36 AM CST

Approved:

DocuSigned by:
Chad Coquette
By: 48BAF71B0894454...
Chad Coquette
Title: Executive Director/CEO
Date: 12/13/2023 | 8:22 AM CST

RFP 102623 - School Buses with Related Accessories, Supplies, Parts, and Services

Vendor Details

Company Name: Thomas Built Buses, Inc.
Does your company conduct business under any other name? If yes, please state: No
Address: 1408 Courtesy Road
High Point, NC 27260
Contact: Casandra Parnell
Email: casandra.parnell@daimlertruck.com
Phone: 336-906-3085
Fax: 336-881-7204
HST#: 56-0427960

Submission Details

Created On: Friday September 08, 2023 09:02:56
Submitted On: Friday October 20, 2023 12:50:09
Submitted By: Casandra Parnell
Email: casandra.parnell@daimlertruck.com
Transaction #: fd759dcd-eed7-4f64-a38e-84b22bcafb73
Submitter's IP Address: 163.116.252.76

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Thomas Built Buses, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Thomas Built Buses, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Thomas Built Buses, Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	78448
5	Proposer Physical Address:	1408 Courtesy Road High Point, NC 27260
6	Proposer website address (or addresses):	https://thomasbuiltbuses.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Vance Nofziger, Strategic Pricing General Manager 1408 Courtesy Road High Point, NC 27260 vance.nofziger@daimlertruck.com O:419.384.7496 M: 336.471.6550
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casandra Parnell, Pricing Manager 1408 Courtesy Road High Point, NC 27260 casandra.parnell@daimlertruck.com O: 336.841.5794 M: 336.906.3085
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Vance Nofziger, Strategic Pricing General Manager 1408 Courtesy Road High Point, NC 27260 vance.nofziger@daimlertruck.com O:419.384.7496 M: 336.471.6550

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>The history of Thomas Built Buses reads much like the history of modern mass transportation. It begins in 1916 in the small North Carolina city of High Point. Economic hard times created by World War I forced the closing of Southern Car Works, a major streetcar manufacturer based in High Point. Canadian-born car designer Perley A. Thomas lost his job as chief engineer for the company, but a few months later was contacted by Southern Public Utilities Company and asked to consider putting together a crew to renovate several streetcars he had designed for his former employer.</p> <p>Within weeks, Thomas had reassembled many of his former coworkers, purchased a building in downtown High Point and opened the Perley A. Thomas Car Works. Thomas' reputation in the industry opened doors nationwide and within a few years, Thomas-built streetcars were carrying passengers in many of North America's largest cities.</p> <p>By the late 1930s, cars and buses were beginning to make streetcar transportation obsolete. Perley A. Thomas Car Works adapted, and in 1936 ceased production of streetcars and launched a new product: school buses. As the 1940s began, Perley Thomas continued to provide his design skills to the company even as he began turning over day-to-day operation of the business to his children. He actively served as a design consultant to the business until his death in 1958 at the age of 84.</p> <p>In 1998, Thomas Built Buses became a wholly-owned subsidiary of Freightliner LLC, a Daimler company. The strength of Freightliner LLC, now known as Daimler Trucks North America LLC, has helped Thomas Built Buses grow and adapt to changes in the transportation industry.</p> <p>In 2004 Thomas added a 275,000 square-foot, state-of-the-art plant in High Point to manufacture the Saf-T-Liner® C2. The C2 was designed from the ground up for superior durability, reliability and safety. Due to rapid adoption of the Saf-T-Liner C2 by the market, in November 2006, Thomas manufactured its last FS-65 conventional bus and retired the product.</p> <p>Today, Thomas Built is more than a leading North American manufacturer of school buses. Born of hard work, inspired to innovate, Thomas Built continues its forward-thinking legacy of excellence to create intelligent advancements that meet the needs of transportation directors, drivers, and most important, students. It's this commitment that has sustained Thomas Built Buses for the last 100 years. It's what will drive innovation for the next 100.</p> <p>Values and Beliefs:</p> <p>First and foremost, we build our buses as if our own children were riding on them. And often they are. So every Thomas employee takes his or her job seriously. We all believe we have a responsibility to the safety of school children. And that gives us a powerful sense of purpose, every single day.</p> <p>Even small details can make a big difference. From start to finish, we are focused on delivering a superior customer experience. That means paying attention to the smallest detail in order to help improve safety and reliability. It means training customers to service their own buses. And it means being ready to offer support whenever and wherever it's needed.</p> <p>Every mile matters. We are customer-focused and approach design, manufacturing and service with an understanding of the daily challenges our customers face. We help find the best solutions when budgets are tight. We provide durability and efficiency, which are vital to long-term ownership. We want to make maintenance as easy and cost-effective as possible. And most important, we want drivers and passengers to be safe on each and every mile of their route. All of this matters to us at Thomas.</p> <p>Sustainability:</p> <p>At Thomas Built, our commitment to environmental responsibility means more than creating Clean Drive Technologies. It means establishing sustainable manufacturing practices.</p> <p>Thomas Built Buses manufactures vehicles in an environmentally responsible manner and views sustainable manufacturing as a crucial aspect of its corporate vision to be a good community partner, corporate citizen and steward of our cherished natural resources. Thomas was the first school bus manufacturer to achieve Zero-Waste-to-Landfill operations, an effort that demonstrates the company's commitment to sustainability and environmental responsibility.</p> <p>With our Zero-Waste-to-Landfill operations, solar panels and a growing list of Clean Drive Technologies, Thomas Built has a commitment to sustainability you can see in our people, our products and our processes.</p> <p>With buses that are green from the ground up as well as inside and out, we have made Thomas Built Buses the leading sustainable school bus manufacturer.</p>
11	What are your company's expectations in the event of an award?	<p>Continue using Sourcewell as a marketing tool to promote and sell Thomas products, through our Thomas dealer network, as we have on the current Sourcewell contract. Our goal is to increase Sourcewell sales through greater dealer participation in the US and Canada. We will continue to encourage Thomas dealer participation in training courses and universities offered through Sourcewell.</p>

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	DTNA's Q2 2023 financial results are included in the financial data here: https://www.daimlertruck.com/en/investors/reports/financial-reports .	*
13	What is your US market share for the solutions that you are proposing?	TBB exceeds 34% market share in Canada and the USA.	*
14	What is your Canadian market share for the solutions that you are proposing?	TBB exceeds 34% market share in Canada and the USA.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Original Equipment Complete Vehicle Manufacturer (OEM) A.) Not Applicable B.) Thomas Built Buses is an Original Equipment Vehicle Manufacturer (OEM), which supplies complete chassis and bodies for school bus applications. Thomas Built buses are sold and serviced through its exclusive independently-owned dealer network located throughout the United States and Canada. Thomas Built Buses also provides factory sales, service and parts support for its dealers, and we believe that this structure provides the optimal balance between local relationships and the centralized knowledge base that only an OEM can provide.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Thomas Built Buses is licensed in each state we operate as required by state law. Each dealer holds the normal business license and a motor vehicle license from their respective State(s) as required. Thomas Built Buses Field Representatives are licensed in states where a Representative License is required.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	None
20	What percentage of your sales are to the governmental sector in the past three years	Less than 1% of our sales are in this sector.
21	What percentage of your sales are to the education sector in the past three years	More than 99% of our sales are in this sector.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Other Menu Bids or Consortiums we participate in: <ul style="list-style-type: none"> • Michigan School Business Officials Bid (MSBO) • Central Indiana Educational Service Center Bid (CIESC) • Hunterdon Educational Service Center Bid (HESC) • Middlesex Regional Educational Service Center Bid (MRESC) • Ohio School Council Bid (OSC) • META Solutions Cooperative Bid - Ohio • Wilson Educational Bid • New York State Contract • Virginia State Bid • Florida State Bid • North Carolina State Bid • Maine State Contract • Kentucky State Bid • South Carolina State Bid • West Virginia State Bid • Texas Co-Op Bid • Wyoming State Bid • Washington State Bid • Minnesota State Contract • Kansas State Menu Bid
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
Gwinnett County Public Schools	Roger Brank, Dir. Of Transportation	678-226-7686
Marion County Schools	Clint Green, Chief Financial Officer	205-487-9053
Ellendale (ND) Public Schools	Michael Kaiser, Superintendent	701-349-3232

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Anonymous	Education	Florida - FL	SCHOOL BUS BID (SALE)	300	\$ 45,000,000	*
Anonymous	Education	South Carolina - SC	SCHOOL BUS BID (SALE)	300	\$ 45,000,000	*
Anonymous	Education	Florida - FL	SCHOOL BUS BID (SALE)	212	\$ 30,000,000	*
Anonymous	Education	Florida - FL	SCHOOL BUS BID (SALE)	200	\$ 29,000,000	*
Anonymous	Education	Texas - TX	SCHOOL BUS BID (SALE)	129	\$ 20,000,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	The Thomas Built Bus dealer distribution system is comprised of 48 independently-owned exclusively-franchised dealerships covering all 50 U.S. States and 9 Provinces in Canada. Dealers have assigned dedicated areas of sales and service coverage responsibility. Employees of these locations include expertly trained salespeople, service technicians and parts sales people who are available to Sourcewell Members both inside and outside the of dealership. Our dealers are supported by 10 strategically placed Parts Delivery Centers (PDCs) across the US and Canada. Additionally, our network has 156 Detroit Distributor locations that can service Detroit engines. Thomas Built Bus dealers also have access to service support thru over 450 dealer-authorized satellite service support facilities, which are owned/operated by fellow Daimler Trucks North America (DTNA) dealerships or independent repair shops.	*
27	Dealer network or other distribution methods.	Thomas Built Bus dealers are the primary point of contact for the Sourcewell Membership. With over 52 primary dealership sales/service/parts franchises located in all 50 US States and 9 Canadian provinces, our dealers provide expert product consultation and support. With hundreds of expertly trained technicians and parts specialists, our dealership personnel are ready and able to help keep your school buses operating efficiently and safely. For parts, Thomas Built Bus dealers and DTNA's aftermarket parts team are the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, Daimler Trucks North America's parts distribution system is positioned to support our customer base across all of North America. One of the primary goals of DTNA's Aftermarket PDC network is to be located so that as many of our dealer orders can be delivered within 12-hrs or less via a direct delivery service (DDS) route. While we are continuing to expand our Parts distribution center footprint in North America we presently able to achieve this goal for over 90% of our order volume for US dealers.	*
28	Service force.	Thomas Built Buses service team is dealer based with hundreds of technicians spread across our network. Dealerships must meet rigorous annual certification and continuous training requirements so that they are up to speed on the many advancements our industry introduces each year.	*

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 flow for a typical transaction would be as follows:</p> <ul style="list-style-type: none"> • The Sourcewell member and their local authorized Thomas Built Bus dealership establish a relationship to provide transportation related products and services. • During these consultations, the Thomas Built Bus dealer will work with the Sourcewell member to configure the school bus to meet all local, State and Federal bus specifications and requirements. • Upon completion of these discussions, the dealership salesperson will provide the Sourcewell member a preliminary sales proposal, which will include details of the factory specifications as well as any required post-production add-on equipment. This spec proposal will then be reviewed between the two parties to ensure that the requirements are mutually understood. • Once a clear definition of the deliverable are understood, the Thomas Built Bus dealer will calculate the price to be quoted using the approved Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges, and pricing all sourced goods using the program defined. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. All of these sub-items will be consolidated into a comprehensive school bus sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and Thomas Built Bus dealership review and mutually agree on all aspects of the sales presentation, including specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the Thomas Built Bus dealership. • Thomas Built Bus dealer accepts the PO, and orders the bus using a Sourcewell program order code, which will trigger applicable discounts, routing and auditing. • Dealership coordinates all activities related to the fulfillment of the agreement through invoicing and final delivery to fulfill the terms of the Sourcewell members purchase order. • Upon the Sourcewell Member's acceptance of the vehicle and receipt of payment, the Thomas Built Bus dealer will complete the OEM warranty registration for the vehicle. • Dealer will submit to this unit to Thomas Built Bus for inclusion in the Sourcewell Program, including the serial # of the vehicle, bill of sale, and other required data. • Upon confirmation of invoicing Thomas Built Bus (OEM) will include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. 	*
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>Thomas Built Buses Platinum Support certified dealers deliver unmatched customer service and efficiency every time a bus comes in for maintenance or repair. The cornerstone of these efforts is our Premier Assessment process, a commitment to provide a preliminary diagnosis, estimate and communicate to the customer within 24hours of arrival. Additionally, every Platinum Support dealership must meet our continual training certifications on an annual basis to ensure you experience a consistent, higher standard with every visit across our network. Performance requirements for Platinum Support certification include 123 specific criteria across all departments of the dealership. To maintain these high standards each dealership employs a Continuous Improvement Coordinator who shares best practices with their peers throughout the network. They are also participate in our dealer award & recognition programs (Dealer of the Year / President's Club). Thomas offers discounts on training, software, and select warranty parts.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Thomas Built Buses, Inc. has the necessary and sufficient representation to support Sourcewell members throughout the US.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Thomas Built Buses, Inc. has the necessary and sufficient representation to support Sourcewell members throughout Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Reference file listing participating dealers and AOR's - Document has been uploaded under Additional Files.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>Reference file listing participating dealers and AOR's - Document has been uploaded under Additional Files.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>No restrictions. However, shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays based on mileage and weather conditions. Any incremental costs associated with these situations will be at cost plus no more than 10%.</p>	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since the successful launch of the first Sourcewell contract, we have held several online and in person training sessions to engage both our internal (TBB sales) and external (Dealers) stakeholders. This effort was very well received, and we believe that this is still a very appropriate approach if we are to earn this contract again. We will also produce a press release if we are awarded the contract to promote that we have secured the contract again. We will continue to house the Sourcewell page in our website and promote via our social channels and at tradeshow. Throughout this process we look forward to working with the Sourcewell marketing team to ensure the accuracy and consistency of our message.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	TBB is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitating to this media as a source of information. These efforts are managed via a dedicated manager of social media who will focus on the development of these opportunities with Sourcewell. Below are some representative metrics from our social media: https://twitter.com/ThomasBuiltBus/status/1358793584506400771 Impressions: 1,095 Engagements: 30 Engagement Rate (per impression): 2.7% https://www.instagram.com/p/CLCRVDcAXC1/?utm_source=ig_web_copy_link <ul style="list-style-type: none"> • Impressions: 974 • Engagements: 91 • Engagement Rate (per impression): 9.3% https://www.facebook.com/thomasbuiltbuses/photos/a.162005677163718/4156027451094834/ <ul style="list-style-type: none"> • Impressions: 1,462 • Engagements: 79 • Engagement Rate (per impression): 5.4% https://x.com/ThomasBuiltBus/status/1349833817104785408?s=20 <ul style="list-style-type: none"> • Impressions: 954 • Engagements: 20 • Engagement Rate (per impression): 2.1% https://www.facebook.com/thomasbuiltbuses/photos/a.162005677163718/4095977527099827/ <ul style="list-style-type: none"> • Impressions: 1,807 • Engagements: 78 • Engagement Rate (per impression): 4.3%
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	TBB's marketing group is excited to jointly develop a comprehensive strategy for the promotion of TBB products to Sourcewell Members. This could include webinars, direct mailings to Members and other outreach efforts to enhance our leadership role in the municipal markets.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	TBB believes that transportation solutions are highly complex and must be developed to meet the specific needs of an individual end user. As such, we prefer to support our customers via our expansive and highly trained dealer group rather than an e-procurement system.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	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.	TBB trains all dealers regarding each product's features & benefits, maintenance requirements and best operating practices. The dealers are responsible for providing the identical training to all end customers to provide best in class experience. In most cases, the training is provided at a minimal cost (this is at the discretion of the dealer). TBB also designed an operational standards program for dealers called Platinum Support. The program is designed to maximize the user experience and minimize the overall cost of ownership through strong business processes. The net result is a positive customer and employee experience. TBB dealers are nearing an 80% certification rate.

41	Describe any technological advances that your proposed products or services offer.	<ul style="list-style-type: none"> • The Detroit DD5 medium-duty engine maximizes uptime with unsurpassed efficiency, exceptional endurance, and the longest maintenance intervals in the industry. • Detroit Connect Virtual Technician provide remote diagnostics data instantly to the Detroit Customer Support Center. This allows C2 owners to make informed service decisions within minutes of an engine or after-treatment issue. • The new Cummins B6.7 Octane engine is available on the C2 product starting in 2025. • The new CEEA+ Daimler inside electronic architecture is the best-in-class electrical system. This system provides TBB with the capability of adopting the next generation safety system developed on the other vehicles in the Daimler Truck portfolio. This is in addition to all the other benefits of multiplexing such as ease of service and smart switching. • The PV-360 feature provides a bird's eye 360 degree perimeter view around the bus. The system is also equipped with configurable views, triggers, and video output for auxiliary recording capabilities • Our Saf-T-Zone system is a Thomas Built Buses proprietary object detection system. The system provides visual, audible, and haptic signals to the driver when an intrusion is within the detection range. • Thomas Built Buses can also be equipped with auto-reversing doors that will automatically retract should the door detect an obstruction between the door leaves. • Thomas Built Buses offers Mobileye Collision Avoidance System. The passive collision avoidance system includes lane departure warning, headway monitoring, urban forward collision warning and speed limit indicator with visual and haptic signals to the driver. • Thomas Built Buses will offer their new HDX2 and EFX2 type D models starting in 2024. The new model is equipped with similar manufacturing technologies as the C2 product. 	*
42	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	TBB exceeds all CMVSS/FMVSS requirements for school bus manufacturers. Thomas Built Buses have an all steel, welded construction of the framework support with steel sheet metal affixed to the framework designed to exceed all FMVSS requirements. All models are designed to provide superior visibility for the driver to ensure passenger safety in those areas outside the bus that would be considered the 'danger zone'. These designs would include; Saf-T-Net construction for the Saf-T-Liner C2 Saf-T-Vue windows Roof box extending below the floor line for additional crash protection 'D' post/box style design rear corner posts for strength by design in the rear of the bus body Turning radius of the Saf-T-Liner C2 designed to minimize backing situations Roof Crash Rails mounted in between the headliner and exterior roof panel for designed strength and durability Detroit diesel engines designed with emissions below EPA requirements (See PDF - Top Product Advantages)	*
43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	TBB is part of a Daimler Truck North America group certificate for ISO 14001 (EMS) and 50001(EnMS), in addition to the ISO 9001 Quality Management System. Being certified to an ISO system carries with it a structure of continual improvement to "Plan, Do, Check, Act". These systems guide TBB to create and maintain many policies and procedures that are collaborative to ensure compliance with applicable rules and regulations, as well as going beyond, to develop and share best management practices. Zero Waste to Landfill (self certified): Over 90% of production related waste is recycled. The remainder is sent to waste to energy. TBB staff continually work to ensure that materials that can be recycled are, new markets are found for additional material, as well as overall waste is reduced. Energy reduction efforts are coordinated using the EnMS framework and managed by the energy team. Such efforts include upgrading large equipment, carrying out 3rd party energy audits, and analyzing compressed air demand and usage. TBB has an overall water reduction goal with actions such as doing camera work on sewer lines, communicating and training staff on energy conservation to reduce chiller load, and installing low flow fixtures during bathroom renovations. All of these efforts are coordinated with other departments to improve the overall quality, safety of the product, as well as safety in operations. As an example the Quality, Environmental and Safety Group has focused on chemical management from onboarding to inventory to use to disposal. These actions lead us to create a product that is not only safe for the riders, but also for future generations.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	North Carolina Department of Environmental Quality Environmental Stewardship Initiative-Steward Level (2023 Steward of the Year Award) ISO 14001:2015 Certificate: 289E; Advanced Waste Management Systems, Inc. ISO 50001:2018 Certificate: 289En; Advanced Waste Management Systems, Inc. Certificates uploaded for reference.	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Being a publicly traded company, these certifications are not available to TBB.	*

46	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>Thomas Built Buses stands out among our OEM peers based upon the following attributes:</p> <ul style="list-style-type: none"> • Our technological prowess as an innovator in new technologies – DTNA/Thomas Built Buses is a leader in electric vehicles, safety systems, and vehicle design and development • The scope of our products and services that allow us to offer comprehensive solutions to our customers – whether it be our expansive line of school buses, engine & drive train solutions, parts availability, service / up-time, or innovative financing solutions DTNA/Thomas Built Buses is a global leader • Finally, and most importantly, it is our commitment to our employees who translate these intangibles into real life solutions that improve the lives of our customers that makes us unique in the industry.
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Table 9: Warranty

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

Line Item	Question	Response *
47	Do your warranties cover all products, parts, and labor?	<p>Thomas Built Buses agrees to accept sole source responsibility vehicle and component parts warranted by Thomas per Thomas and DTNA's published warranty manual (US & Canada) attached to this proposal. Such written warranty is exclusive and is in lieu of all other warranties, express or implied, including, but not limited to, any warranty of merchantability or fitness for purpose. Thomas cannot accept responsibility for parts that are separately warranted (e.g. engines, transmissions, or other chassis OEM's such as Ford to GM). Thomas dealer can work with the responsible manufacturer or service supplier to correct performance issues in those cases.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Based upon a product's specifications warranty coverage varies. Thomas warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. Thomas warranty coverages do not apply to equipment added after bus manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member.</p>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>Due to the complexity of the vehicle sold under this agreement, the majority of the service to be performed on the equipment will be undertaken in an authorized Thomas Built Buses service facility to ensure the highest possible service standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. These offerings will vary by the size of the market in question and will be constrained in scope by the limitations of the mobile solution. As such, Sourcewell Members should consult with the Thomas dealership listings provided in this response to identify the specific services offered by their local Thomas dealership and the specific financial provisions of these services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of that selection should be negotiated with the selling Thomas/DTNA dealer representative at time of purchase.</p>
50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>"Thomas is proud to have one of the largest dealership footprints in the industry with 271 service points across North America. We have authorized repair facilities in 48 out of 50 states and 9 of the 10 Canadian Provinces where significant population exists. In addition, we have authorized repair facilities in Guam and Puerto Rico.</p> <p>We also have 10 Parts Distribution Centers in our network. As such, we are confident in our ability to support Sourcewell memberships service needs. Please be aware that areas outside of the CANUS market, or in more remote localities in the US or Canadian mainland, may experience service times that are more extensive than their more urban counterparts because of their remote location."</p>
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Thomas is responsible for the condition of the bus as delivered to the dealer through the warranty process. Parts that are separately warranted (e.g. engines, transmissions, etc.) will be administered by the selling Thomas dealer who will work with the responsible manufacturer or service supplier to correct performance issues related to those items.</p>

52	What are your proposed exchange and return programs and policies?	Exchange or return program at the OEM level are not commercially offered and are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling Thomas dealership such that an appropriate resolution of the matter can be negotiated. Thomas will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administer at the dealership level.	*
53	Describe any service contract options for the items included in your proposal.	"Thomas offers a wide variety of extended service contracts at the vehicle and powertrain level. Specifications and pricing of these incremental agreements will be negotiated between the selling Thomas dealer and Sourcewell member in the course of finalizing the sales proposal. High level descriptions of these offerings can be found in the EXTENDED SERVICE COVERAGE & PREVENTIVE MAINTENANCE POLICY MANUAL provided in this presentation."	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods.	Payment terms vary amongst our dealers depending on the state and customer. Dealers will define the payment terms during negotiations with individual customers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Thomas offers Daimler Financial Services (DFS). If interested, the participating entity would work with their dealership and finance manager to obtain a quote.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Participating dealers will be required to sign an internal agreement to abide by all terms of the Sourcewell contract. Purchase orders must be provided to Thomas Built Buses by participating dealers for all sales under the contract. Dealers will include the sales code for Sourcewell on all orders sold for tracking and reporting purposes.	*
57	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?	P-Cards are not typically used in this type of transaction. However, payment terms will be negotiated between the dealer and the participating entity as part of the purchasing agreement.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
58	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.	TBB pricing by size and model are uploaded in files under Pricing. All prices include a 20-25% minimum discount from TBB standard pricing. All TBB optional equipment is attached as well. These items are discounted 40% from MSRP. All pricing is in US dollars.	*
59	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.	All prices range from a 20-25% discount from TBB standard pricing. All pricing is in US dollars.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	No quantity or volume discounts are offered.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Any "sourced" or "open market" items will be quoted by the applicable TBB dealer and installed at the dealer's facility.	*
62	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.	Final quote from TBB dealer will include total cost. Units are FOB High Point, NC. Dealer will include freight cost in final proposal	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Units are FOB High Point, NC. Dealer will include freight cost in final proposal	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Units are FOB High Point, NC. Dealer will include freight cost in final proposal	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Thomas has created a designated sales code for Sourcewell members to be added to the order upon submission. The sales code will aid in tracking all orders sold under the Sourcewell contract. A quarterly report will be generated and the appropriate remittance will be sent to Sourcewell.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Will track and compare units sold on the Sourcewell contract against overall market share. Thus far, we have sold approximately 1,000 units off of the current contract over the past three years.
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Thomas is proposing a \$750 flat fee to be paid to Sourcewell per unit purchased on the contract regardless of product type/model.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Thomas Built Buses response includes our Saf-T-Liner ® C2, our Saf-T-Liner® HDX, our Saf-T-Liner® EFX and our Minotour. Sourcewell Members have the ability to work with the TBB dealer of their choice to build the exact vehicle to meet their needs picking from all options available in our published data book. Copies of these catalogs are included in our proposal. A unique feature of our proposal is that as the sole supplier of Detroit engines, transmissions and axles TBB dealers are uniquely positioned to offer Members a variety of industry leading options for their major components. Additionally, as one of the largest manufacturers of school bus manufacturers in the North America, TBB brings a full suite of support functions to the Sourcewell Membership. Our expansive network of dealerships across North America provides industry leading parts and service capabilities when issues occur. Daimler Financial Services is available for municipal financing quotes and Daimler Truck Remarketing is available as a resource for residual values and used equipment purchases. Ultimately, our bid encompasses all aspects of your members transportation needs.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	In addition to the Saf-T-Liner ® C2, our Saf-T-Liner® HDX, and our Saf-T-Liner® EFX and our Minotour, Thomas Built Buses also manufactures coach style buses, activity buses and MFSAB's in the Transit-Liner® line. This includes the Saf-T-Liner ® C2, our Saf-T-Liner® HDX, and our Saf-T-Liner® EFX . We offer a variety of options in the product from luxury seating, to Audio Visual Solutions and highly appointed amenities. Shells for prisons buses are available in Type C's & D's. Thomas dealers will outsource the completion of prison buses to meet customer specifications.

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

Indicate below if the listed school bus type is offered within your proposal and, for each available bus type, the engine or power alternatives that you offer within the type. Provide additional comments in the text box provided, as necessary.

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
72	Type A School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	GM and Ford only produce a gasoline Type A chassis. Vendor's authorized dealer network will provide a list of optional equipment
73	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Type C gas offering will be available in 2025. Vendor's authorized dealer network will provide a list of optional equipment
74	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vendor's authorized dealer network will provide a list of optional equipment
75	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Vendor's authorized dealer network will provide a list of optional equipment
76	Prison Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Prison Bus on Type C will be available in Diesel, EV and Gas (in 2025). Type D's are available in Diesel only. Vendor's authorized dealer network will provide a list of optional equipment
77	Accessories, Parts, and Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	Vendor's authorized dealer network will provide accessories, parts and services

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](#) - TBB Pricing Files Sourcewell.zip - Thursday October 19, 2023 13:15:48
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - TBB Marketing Plan Files.zip - Friday October 20, 2023 12:27:42
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - TBB - WARR - Service Files.zip - Tuesday October 10, 2023 14:59:19
- [Standard Transaction Document Samples](#) - Agreement Sourcewell_October 2023_REVISED.docx - Wednesday October 11, 2023 15:32:59
- [Requested Exceptions](#) - Sourcewell Contract_102623 TBB Redlines 10-9-23.pdf - Wednesday October 11, 2023 15:23:22
- [Upload Additional Document](#) - Dealer List & Certificates.zip - Tuesday October 10, 2023 14:56:28

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Casandra Parnell, Pricing Manager, Thomas Built Buses

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_School_Buses_RFP_102623 Wed September 27 2023 02:29 PM	<input checked="" type="checkbox"/>	1
Addendum_6_School_Buses_RFP_102623 Mon September 25 2023 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum_5_School_Buses_RFP_102623 Fri September 22 2023 02:08 PM	<input checked="" type="checkbox"/>	1
Addendum_4_School_Buses_RFP_102623 Mon September 18 2023 04:54 PM	<input checked="" type="checkbox"/>	1
Addendum_3_School_Buses_RFP_102623 Thu September 14 2023 01:37 PM	<input checked="" type="checkbox"/>	3
Addendum_2_School_Buses_RFP_102623 Mon September 11 2023 11:20 AM	<input checked="" type="checkbox"/>	1
Addendum_1_School_Buses_RFP_102623 Fri September 8 2023 03:20 PM	<input checked="" type="checkbox"/>	1