



MASTER AGREEMENT #091024
CATEGORY: Utility, Transport, Golf, and Recreation Vehicles with Related
Accessories, Equipment and Services
SUPPLIER: Waev Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Waev Inc., 2114 W. Ball Road, Anaheim, CA 92804 (Supplier).

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

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

Article 1:
General Terms

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

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

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

- 5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 13,2028, unless it is cancelled or extended as defined in this Agreement.
 - a) **Extensions.** Sourcwell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.
 - b) **Exceptional Circumstances.** Sourcwell retains the right to consider additional extensions as required under exceptional circumstances.
- 6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.
- 7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP# 091024 to Participating Entities. In Scope solutions include:
 - a) Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV);
 - b) Parking enforcement, patrol and EMS solutions;
 - c) Passenger shuttles, burden carriers, tow tractors, baggage trucks;
 - d) Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles;
 - e) Food and beverage solutions, athletic and campus-use vehicles.
- 8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.
- 9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.
- 10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.
- 11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcwell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.
- 12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

- i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.
- ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.
- iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.
- 14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.
- 15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.
- 16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.
- i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

- xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.
- xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.
- xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.
- xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.
- xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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

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

Article 2: Sourcewell and Supplier Obligations

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

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

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

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

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

- 5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.
- 6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

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

- 7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.
- 8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.
- 9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

- 10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.
- 11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.
- 12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.
- 13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.
- 14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.
- 16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.
- 17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

- 18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.
- 19) **Grant of License.**
- a) **During the term of this Agreement:**
- i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.
- ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.
- b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.
- c) **Use; Quality Control.**
- i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.
- d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.
- 20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

Participating Entity to negotiate this term to within any transaction documents.

- 21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.
- 22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:
- a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
 - \$1,500,000 each occurrence Bodily Injury and Property Damage
 - \$1,500,000 Personal and Advertising Injury
 - \$2,000,000 aggregate for products liability-completed operations
 - \$2,000,000 general aggregate
 - b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.
 - c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.
 - d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

- e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.
- 23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.
- 24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3: Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

- 1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.
- 2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.
- 3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.
- 4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

- 5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier’s standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity’s unique Sourcewell account number.

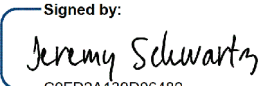
- 6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

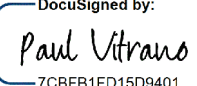
- 7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

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

Sourcewell

Waev Inc.

Signed by:

 By: C0FD2A139D06489...
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 11/14/2024 | 6:19 AM CST

DocuSigned by:

 By: 7CBFB1FD15D9401...
 Paul Vitrano
 Title: Senior VP & Chief Legal and Policy Officer
 Date: 11/13/2024 | 10:07 PM PST

RFP 091024 - Utility, Transport, Golf, and Recreation Vehicles

Vendor Details

Company Name: Waev Inc.
Address: 2114 W Ball Rd
Anaheim, CA 92804
Contact: Alexandria Kelly
Email: Alexandria.Kelly@waevinc.com
Phone: 978-407-2948
Fax: 612-670-9980
HST#: 87-3861274

Submission Details

Created On: Thursday August 01, 2024 11:04:54
Submitted On: Thursday September 05, 2024 14:51:45
Submitted By: Alexandria Kelly
Email: Alexandria.Kelly@waevinc.com
Transaction #: 35762bf7-98d6-4179-bce4-9e5344ad74a3
Submitter's IP Address: 97.95.178.23

Specifications

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

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

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

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Waev Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	No subsidiaries will be offering or performing delivery of solutions for this proposal.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 9KNS1 UEI: YA2SEMMQ95H4
5	Provide your NAICS code applicable to Solutions proposed.	336999
6	Proposer Physical Address:	2114 W Ball Rd. Anaheim, CA 92804
7	Proposer website address (or addresses):	https://www.waevinc.com/ https://www.gemcar.com/ https://www.taylor-dunn.com/ https://www.tigergse.com/
8	Proposer’s Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer):	Paul Vitrano Senior VP & Chief Legal and Policy Officer 2114 W Ball Rd. Anaheim, CA 92804 Paul.Vitrano@waevinc.com 202-714-3386
9	Proposer’s primary contact for this proposal (name, title, address, email address & phone):	Alexandria Kelly Government Account Manager 2114 W Ball Rd. Anaheim, CA 92804 Alexandria.Kelly@waevinc.com 978-407-2948
10	Proposer’s other contacts for this proposal, if any (name, title, address, email address & phone):	Byron Dudley Director, Government Programs 2114 W Ball Rd. Anaheim, CA 92804 Byron.Dudley@waevinc.com 256-777-6695

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

Line Item	Question	Response *
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11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	<p>Waev Inc. (Waev) is a U.S. electric vehicle pioneer founded to manufacture, distribute, market, and support the GEM, Taylor-Dunn, and Tiger brands. Our headquarters and manufacturing center of excellence is in Anaheim, California. We are a small business with approximately 250 employees who are dedicated to transforming how organizations move people, equipment, and supplies in a smarter, safer, and more sustainable way.</p> <p>Waev's brands have led the world of mobility for more than 75 years:</p> <ul style="list-style-type: none"> • GEM has been an established leader in the electric low-speed vehicle (LSV) space for over 25 years. • Taylor-Dunn has a rich 75-year legacy of providing trusted electric industrial vehicles to the market. • Tiger heavy-duty tow tractors have been towing cargo, baggage, parcel, and other equipment in ground support applications since 1981. <p>Waev is "Energizing Forward Motion" and leading the future of low-speed mobility with these three brands. Electric vehicles (EVs) represent one of today's most dynamic and growing trends, providing newfound cost efficiencies, safety benefits, and sustainability enhancements to mobility around the world. Consumers, businesses, and governments are changing their lifestyles, perceptions, priorities, and regulations when it comes to mobility and sustainability.</p> <p>Our core values are Safety, Commitment to Quality, and Customer Satisfaction. Safety is our top priority, which is why our vehicles are engineered for enhanced safety from start to finish. Our best-in-class tenured and passionate team, manufacturing processes, and quality standards are how we deliver top-quality vehicles to our customers.</p> <p>As a current contract holder with Sourcewell, (contract# 122220-PSI) Waev is excited to be participating in RFP #091024 for Utility, Transport, Golf, and Recreation Vehicles. We look forward to the opportunity to continue bringing our solutions to Sourcewell members throughout the United States and Canada.</p>
12	What are your company's expectations in the event of an award?	<p>Waev appreciates the opportunity to present our response and as a current contract holder we are familiar with the primary components of the program and are confident in our ability to partner with Sourcewell.</p> <p>In the event of a new award, Waev is committed to continuing to provide valued Sourcewell members with safe, cost-efficient utility and passenger electric vehicle options. Our professional and dedicated government sales team along with our network of authorized dealers will continue to provide outstanding customer experiences. In addition, we are enhancing our resources to further promote the contract to eligible entities that may not be aware of the benefits it provides.</p> <p>Sourcewell is our primary sales tool when speaking to state, local and education customers and we fully expect the program to generate annual incremental growth for both our organizations. We look forward to expanding on our mission to move people, equipment, and supplies in a smarter, safer, and more sustainable way.</p>
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	<p>Waev is a privately owned small business and does not publicly report our financial information, however, we are a financially stable company with a clean track record of responsibility; A copy of our 2023 financials summary has been provided for reference in the attachment titled 2023 Financials.</p> <p>We also have a line of credit from JP Morgan Bank to enable us to further energize Waev's forward momentum and allow for new products to be brought to market at scale to meet growing customer demands for our EV solutions.</p>
14	What is your US market share for the solutions that you are proposing?	<p>Waev's approximate US market share by brand is noted below:</p> <p>GEM (Low Speed Vehicles): 30%</p> <p>Taylor-Dunn (Burden Carriers): 25%</p> <p>Tiger (Tow Tractors): 10%</p>
15	What is your Canadian market share for the solutions that you are proposing?	<p>Waev's approximate Canadian market share by brand is noted below:</p> <p>GEM (Low Speed Vehicles): 30%</p> <p>Taylor-Dunn (Burden Carriers): 15%</p> <p>Tiger (Tow Tractors): 5%</p>
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	<p>Waev has never had any bankruptcy proceedings.</p>

17	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b).</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Waev is an Original Equipment Manufacturer (OEM)</p> <p>b). As an OEM, Waev is best described as a manufacturer. We primarily provide sales and support for our products through our dealers, distributors, and resellers. We have approximately 145 dealers with over 400 dealer locations throughout the United States and Canada who are independent and have been provided individual approval to represent our products in their respective geographies and marketplaces. Our dealers are equipped to provide set-up, pre-delivery inspection, service, support and warranty for our vehicles after sale.</p> <p>Our websites provide customers with the ability to search for dealers nearest to their location.</p> <ul style="list-style-type: none"> • GEM Find a Dealer: https://www.gemcar.com/find-a-dealer/?radius=2000 • Taylor-Dunn Find a Dealer: https://www.taylor-dunn.com/find-a-dealer/ <p>Additionally, Waev employs a team of associates who also provide sales and support of our products alongside our dealer network. This team of associates are employees of Waev and are specifically focused on sales, customer service and technical support.</p> <p>These collective teams will be responsible for executing the sales, delivery, and support of the products proposed in our offering.</p>	*
18	<p>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.</p>	<p>Waev and its dealer network hold all the required licenses and certifications to conduct business in all 50 states and Canada.</p> <p>All authorized dealers execute an agreement with Waev that requires compliance with all guidelines, terms and conditions to maintain their status. Since GEM is federally classified as a low-speed vehicle, our GEM dealers are licensed motor vehicle dealers in their respective states and can support the title and license requirements associated with selling these street-legal vehicles.</p>	*
19	<p>Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcwell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.</p>	<p>Waev has never been debarred or suspended.</p>	*
20	<p>Describe any relevant industry awards or recognition that your company has received in the past five years.</p>	<p>As Waev continues to lead a new era of mobility we are thrilled to highlight a few of the relevant industry awards and recognitions we have received and have included links that provide further details.</p> <p>Waev is ecstatic to have GEM named as "Best Neighborhood Electric Vehicle" for the second year in a row by Micromobility Industries' 2024 Rider's Choice Awards. We received this same award in 2023.</p> <p>https://ridereview.com/awards/2024/companies/gem</p> <p>By supplementing its motor vehicle fleet with emission-free, solar-powered GEM vehicles, Sandia National Labs recognized our products in a recent article outlining how they were able to meet federal oversight guidelines and significantly reduce overall fleet operating and maintenance costs through maximized vehicle efficiency.</p> <p>https://www.waevinc.com/taking-a-solar-powered-ride-with-gem-and-sandia-national-laboratories/</p> <p>We are also excited to highlight that 2024 marks the 75th anniversary of Taylor-Dunn providing top of the line industrial electric vehicles to customers all over the world.</p> <p>https://www.waevinc.com/taylor-dunn-celebrates-75-years-of-industrial-electric-vehicles/</p>	*
21	<p>What percentage of your sales are to the governmental sector in the past three years?</p>	<p>Waev has invested in our approach to the Government sector and has added dedicated resources with many years of experience to focus specifically on these channels of business. As a result, we are experiencing growth across the board and fully expect to continue this growth trend well into the future.</p> <p>Sales to the government sector represent 15-20% of total sales for GEM, Taylor Dunn and Tiger.</p>	*
22	<p>What percentage of your sales are to the education sector in the past three years?</p>	<p>Waev has invested in our approach to the Government sector and has added dedicated resources with many years of experience to focus specifically on these channels of business. As a result, we are experiencing growth across the board and fully expect to continue this growth trend well into the future.</p> <p>Sales to the education sector represent 5-10% of total sales for GEM, Taylor-Dunn and Tiger.</p>	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	<p>Following the purchase by Waev of the GEM, Taylor-Dunn and Tiger brands from Polaris, Sourcewell issued an amendment that went into effect on 8-17-22 that transitioned these brands to a Waev-owned and managed contract. The annual sales volume provided in this section is reflective of Waev's ability to drive success and demonstrates a clear growth trajectory since that time.</p> <p>Sourcewell Contract # 122220-PSI</p> <ul style="list-style-type: none"> • Approximate annual sales volume for 2022 (beginning 8/17/22): \$500K • Approximate annual sales volume for 2023: \$3.5M • Approximate annual sales volume for 2024 year to date (through Q2): \$2M <p>In addition to our existing Sourcewell agreement, we also maintain a Master Enabling Agreement with The California State University (CSU). The value of this agreement has been less than \$1M over the past 3 years.</p> <p>Waev also manages numerous Federal Government and National Account contracts as part of our overall portfolio of business.</p>
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Waev does not hold any GSA contracts or Standing Offers and Supply Arrangements (SOSA).</p>

Table 2B: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *
University of Texas	Mark Kaligian	512-851-6406
Fairfax County, VA	Howard Frame	703-324-3539
Narragansett Bay Commission	Sal Caparelli	401-461-8848

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

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

Line Item	Question	Response *
26	Sales force.	<p>To drive the success of the Sourcewell program and expand its member network, Waev understands that identifying suppliers who can meet and exceed expectations is critically important. Experienced industry partners with a national presence, proven high quality products, and best-in-class service and support should be at the top of the list. Waev is the supplier that best fits this profile with all these requirements already in place. We can exceed member expectations and represent the Sourcewell program professionally.</p> <p>Waev has a team of associates who provide expert support for our products alongside our dealer network. To sell and deliver solutions, we have a dedicated government sales team that specializes in actively selling to these agencies, and the management of contracts and cooperatives with over 50+ years of combined government sales experience. To ensure successful execution of this program, Waev has already assigned a Government Account Manager to the Sourcewell contract/account. This person is the main point of contact and is responsible for managing all aspects of the program such as training, marketing, workflow automation and outreach to educate customers on the benefits of Sourcewell.</p> <p>Additionally, Waev has a team of Regional Sales Managers that are responsible to provide subject matter expertise of our products to our dealers and prospective end users within their assigned area. This includes application support, recommendations and demonstrations to help ensure the right vehicle is chosen to meet the requirements. We primarily provide our products through our dealers, distributors, and resellers. We have approximately 145 dealers with just over 400 dealer locations throughout the United States and Canada who are independent and have been provided individual approval to represent our products in their respective geographies and marketplaces. Our websites provide functionality allowing customers the ability to search for dealers nearest to their location.</p> <ul style="list-style-type: none"> • GEM Find a Dealer: https://www.gemcar.com/find-a-dealer/?radius=2000 • Taylor-Dunn Find a Dealer: https://www.taylor-dunn.com/find-a-dealer/ <p>The collective efforts of all these teams and our dealers will ensure solid execution of the responsibilities of this agreement throughout the life of the contract.</p>

<p>27</p>	<p>Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.</p>	<p>Waev has a wide network of vetted, reliable dealers and resellers across various market segments who are independent and have been provided individual approval to represent our products in their respective geographies and marketplaces.</p> <p>A breakout of our US dealer network is as follows:</p> <ul style="list-style-type: none"> • GEM: 86 authorized US dealer locations • Taylor-Dunn: 177 authorized US dealer locations • GEM and Taylor-Dunn: 120 authorized US dealer locations <p>A breakout of our Canadian dealer network is as follows:</p> <ul style="list-style-type: none"> • GEM: 5 authorized Canadian dealer locations • Taylor-Dunn: 7 authorized Canadian dealer locations • Both GEM and Taylor-Dunn: 6 Canadian dealer locations <p>Our websites provide functionality allowing customers the ability to search for dealers nearest to their location.</p> <ul style="list-style-type: none"> • GEM Find a Dealer: https://www.gemcar.com/find-a-dealer/?radius=2000 • Taylor-Dunn Find a Dealer: https://www.taylor-dunn.com/find-a-dealer/ <p>Our dealer network plays a vital role in the delivery and support of our vehicles during and after a sale, including pre-delivery inspections, warranty repairs, and access to parts. The nearest dealer is also required to provide service support and warranty of vehicles whether it was sold at their specific location or not.</p> <p>Waev provides our dealer network with access to an electronic platform that facilitates quoting, ordering, warranty support, parts, and communication with our teams to ensure a seamless experience for our customers.</p> <p>Dealers are also supported by a team of Regional Sales Managers that are responsible for providing subject matter expertise of our products to our dealers and prospective end users within their assigned area. This includes application support, recommendations and demonstrations along with general customer service responsibilities.</p> <p>There are some situations where transactions occur directly between Waev and the Sourcewell member, and in those cases, these interactions will be managed directly by our internal sales and customer experience teams.</p>
<p>28</p>	<p>Service force.</p>	<p>Waev is committed to providing fast efficient support to our dealer network and customers to minimize vehicle downtime. Our network of over 400 dealer locations has over 5,000 trained technicians that will provide best-in-class support as needed for our products including warranty support, parts, and repairs.</p> <p>When a need is recognized to leverage this capability, the member is encouraged to contact their nearest dealer directly. Our dealers are trained to set up, maintain and repair our vehicles.</p> <p>Our websites provide functionality allowing customers the ability to search for dealers nearest to their location.</p> <ul style="list-style-type: none"> • GEM Find a Dealer: https://www.gemcar.com/find-a-dealer/?radius=2000 • Taylor-Dunn Find a Dealer: https://www.taylor-dunn.com/find-a-dealer/ <p>Waev also employs a Technical Support team that can assist dealers with additional troubleshooting or technical support via phone or electronic case management. Our Technical Support team is also available to Sourcewell members who may need assistance connecting with a local dealer or troubleshooting equipment at no charge to the member. To request technical assistance, members and/or their local authorized dealer can call 714-956-4040 and follow the prompts to reach the Technical Support Team or they can also request assistance by sending an email to techservice@waevinc.com.</p> <p>Should the Sourcewell member decide to perform maintenance and repair on its own, Waev is committed to providing a swift, uninterrupted supply of parts from our inventory to meet each scenario's needs with no impact to standard warranty.</p> <p>We also have the capability to provide general maintenance training to qualified personnel on a case-by-case basis. Costs for these services are separate and may vary according to the specific scenario.</p> <p>Our vehicles have been built to last and our warranty stands behind that. As part of our continued commitment to deliver durable, high-quality and trusted vehicles, a summary of our warranties is provided below. Separate battery warranties apply by manufacturer.</p> <ul style="list-style-type: none"> • GEM products currently include a 2-year, 8,000-mile bumper-to-bumper warranty. • GEM lithium-ion battery option warranty starts at 7 years. • We provide the industry's best 4-year warranty on Taylor-Dunn vehicles manufactured after January 1, 2024. • Taylor-Dunn lithium-ion battery option warranty starts at 8 years. • Tiger gas products include a 2-year, 2,000-hour warranty. • Tiger Lithium-Ion products include a 3-year, 3,000-hour warranty and a 5-year powertrain warranty.

<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>Waev has invested in our approach to the Government sector and has dedicated associates with many years of experience to focus specifically on providing oversight to our Sourcewell contract program.</p> <p>Additionally, Waev has invested in a robust Customer Relationship Management (CRM) platform that offers our dealers an electronic solution and provides them direct access to create quotes and process vehicle orders or parts orders. This system also provides collaboration with our technical support team for warranty and service support. To improve our current Sourcewell program, we recently added an enhancement within this platform that allows our dealers to create quotes and process orders specifically for approved Sourcewell members. This functionality ensures accurate and compliant pricing for all transactions, creates a simple tool for administrative reporting, and provides a quicker, more efficient solution for our dealers and customers.</p> <p>When a Sourcewell member is conducting their market research, a Waev government team employee, or dealer sales representative will work with that customer to assist with identifying the vehicle solution that best fits their needs. A quote will be provided via our electronic CRM platform that includes the respective Sourcewell pricing.</p> <p>When the Sourcewell member chooses to purchase one of Waev's solutions, their order will be processed and managed by their nearest authorized dealer. If a customer places an order for a new vehicle to be manufactured, the dealer will convert the quote that was created during their market research to an order. Once the system receives the order it routes to our production system for scheduling. Our master schedulers ensure the vehicle is routed to the proper slot to meet delivery timelines. Once the vehicle has been produced, it will be shipped via a common carrier to the dealer's location for pre-delivery inspection, warranty registration, invoicing and delivery to the customer's location. The transaction will be managed and tracked via our CRM platform for inclusion in our quarterly sales report.</p> <p>If a customer chooses to purchase a vehicle from available dealer stock, the dealer will perform pre-delivery inspections, warranty registration, invoicing and delivery to the customer's location. The dealer will report that transaction to Waev for inclusion on our quarterly sales report.</p> <p>There may be some situations where transactions occur directly between Waev and the Sourcewell member, and in those cases, the quotes, invoices or applicable information are provided directly by the internal sales and customer experience team.</p>
<p>30</p>	<p>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>	<p>We believe that a positive customer experience is vitally important to the health of our business and the success of programs like Sourcewell. As a result, all Waev employees place an emphasis on providing 100% satisfactory customer service, no matter what department they are in. Our team works together to ensure our customers' needs are met and resolved.</p> <p>Waev has invested in a robust CRM platform that offers our dealers and internal teams an electronic solution to manage every aspect of a vehicle's lifetime from quoting, ordering and support. This system also provides collaboration with our technical support team for warranty and repairs and libraries the history of each vehicle we sell.</p> <p>When a customer or dealer engages Waev, this system automatically creates a case management process to ensure that the components of the request are executed and resolved. When a new case is created, the dealer or customer that initiated the request is immediately provided a notification with a case number. The system then automatically assigns the case to the respective department or associate that is responsible for managing the request. That associate reviews the request and engages the necessary resources to facilitate a resolution. If needed, we have built in escalation procedures to ensure that cases with a priority or more urgent need are quickly reviewed and resolved.</p> <p>Once a case has been thoroughly completed and resolved, the case is then closed out and the dealer or customer that initiated the request is notified.</p> <p>Waev department managers, government and regional sales teams, and leadership utilize automated reporting to consistently review case lists with their teams to ensure expedient and efficient resolution.</p> <p>The capability of this CRM platform to ensure that no issue goes unresolved, and the relentless pursuit of best-in-class support by the Waev team guarantees Sourcewell members a positive customer service experience.</p>
<p>31</p>	<p>Describe your ability and willingness to provide your products and services to Sourcewell participating entities.</p>	<p>Waev is fully capable, willing, and committed to providing our products and services to Sourcewell participating entities in both the US and Canada. In fact, state, local and educational agencies, and this program are key components of our go-to-market strategy for the future, and we are motivated to ensure the success and expansion of this contract. As an existing Sourcewell supplier, we are familiar with and prepared to execute the core activities necessary to achieve the next phase of growth for both our organizations.</p> <p>With the support of our established dealer network and the investments we have made in our internal team of associates, we are confident in our ability to help our products become a popular choice among Sourcewell's existing and prospective members.</p>

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Waev is fully capable and committed to providing our products and services to Sourcewell participating entities in Canada. Like our US operations, Waev has an extensive dealer network that is equally equipped and committed to providing these same products and services whether it be for a vehicle purchase, a parts purchase, a warranty repair, etc. Waev also recently hired a sales professional to prioritize the focus on growing sales in the Canadian territory. In the event of award, Waev also intends to respectfully request addition to the Canoe procurement group of Canada program to facilitate easier transactions for its Canadian members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Waev will sell into all geographic areas of the United States and Canada with no restrictions or limitations.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	If awarded an agreement, all Sourcewell Participating Entities will have full access to Waev's solutions. Waev will sell to all Sourcewell Participating Entities with no restrictions or limitations.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges may apply for orders being delivered to Hawaii, Alaska and other U.S territories. If additional transportation charges apply, they will be provided at the time of quote. Otherwise, there are no restrictions or limitations.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Waev agrees to extend the terms of any awarded master agreement to non-profit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>We utilize an array of resources to market our brands and promote the contracts these products are available through. Post award, Waev intends to promote the Sourcewell contract via several targeted means, some of which are already utilized as an active contract holder.</p> <ul style="list-style-type: none"> • Sales Enablement Training – Waev understands that for the contract to be successful, our sales team and designated dealers need to be educated on its purpose, benefits, processes and understanding of the target audience that are eligible to register as Sourcewell members. Waev has already assigned a government account manager responsible for managing the execution of the program. This associate has 10+ years of experience with government contracts and will provide sales enablement training for all the other regional/government account managers and authorized dealers. As a current Sourcewell contract holder, this training will continue after contract award that is inclusive of new contract information and requirements. • Marketing Collateral - To help educate current and prospective members on the benefits of Sourcewell and our products, Waev intends to enhance our marketing efforts with joint branded marketing collateral for our sales teams and dealer network. This material will be readily available electronically for customers visiting dealer locations and available at trade shows or local events. Our sales team will also utilize this material during interactions with end user customers. Examples of marketing collateral are uploaded for reference in the document upload section of the response. • Electronic Communications – Waev has made significant investments to enhance our CRM system that is utilized to manage our customer service and lifecycle of our vehicles. Our CRM system also houses thousands of contacts that can be filtered/targeted by location, industry type etc. We intend to conduct email campaigns announcing the new contract to existing members and target contacts that are eligible to become Sourcewell members. Our government and regional sales teams will assist customers through the process of registration as a Sourcewell member and explain the benefits of the contract. • Outbound Call Campaigns – Waev's government and regional sales team will make outbound calls to prospective Sourcewell members to inform and educate them on the new contract. • Paid Marketing Campaigns – Waev already leverages numerous social media avenues such as LinkedIn, Facebook and Instagram to market our products and solutions to multiple customer types. These campaigns create awareness and consistently generate leads and opportunities to educate prospective Sourcewell members on the benefits of this contract vehicle. <p>As an example of our success with paid marketing campaigns, we recently launched an initiative targeting customers in the Federal government space. As a result, we achieved a 'click through' result that was significantly higher than industry averages for our types of products and services. This success highlights our capabilities to identify and implement these programs to target audiences and prospective customer segments.</p> <ul style="list-style-type: none"> • Website Utilization – Our websites offer existing and prospective customers tools to learn more about our company and our products. We are constantly making updates to our websites to give our online shoppers an easy and informative experience, including Sourcewell contract information and relative links. For example, we have generated over 450 unique new leads solely through our webpages over the past 12-month period.

		<ul style="list-style-type: none"> o https://www.waevinc.com/ o https://www.gemcar.com/ o https://www.taylor-dunn.com/ o https://www.tigergse.com/ • Waev also boasts best-in-class 3D build visual configurators for GEM vehicles and Taylor-Dunn's Bigfoot line that is user-friendly and helps customers visualize vehicle models and available options. The shopper has the option to request quotes, request more information, and email specific teams via our website which transfers to our CRM system for follow up. • Trade Shows, Events/Demos/Customer Site Visits – Our authorized dealers and Waev's sales team will work to promote the Sourcewell contract at any shows/events we participate in that are attended by existing or prospective Sourcewell members. We can also coordinate demos and site visits with customers upon request. <p>For example, Waev participated as an exhibitor in the 2024 NIGP Annual Forum in Charlotte, NC last month. In our booth, we displayed our GEM eL XD low-speed vehicle which was a great conversation starter with prospective customers. We found this event to be extremely beneficial and provided an opportunity to showcase not only our products, but our alignment with Sourcewell as an active contract holder. We have already completed our pre-registration for next year's event in Denver, CO.</p> <p>As a current Sourcewell contract holder, many of these marketing efforts are already underway, however post award, we intend to execute the following actions:</p> <ul style="list-style-type: none"> • Within the first 30 days: <ul style="list-style-type: none"> o Update sales enablement training, website, and marketing collateral with new contract information. • Within the first 60 days: <ul style="list-style-type: none"> o Generate electronic communications and outbound call campaigns to existing and prospective customers with new contract information. • Within the first 90 days: <ul style="list-style-type: none"> o Generate updated social media and paid marketing campaigns outlining new contract information and benefits of the program. • Ongoing: <ul style="list-style-type: none"> o Trade shows, events/demos/customer site visits. o New and prospective customer campaigns and engagements. <p>Our marketing efforts will continuously evolve throughout the duration of the contract term.</p>
38	<p>Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.</p>	<p>In today's technology-based environment, Waev has made and continues to make significant investments in leveraging available data and resources to enhance how we market our products to industry.</p> <p>To start, we have launched 3-D visual configurators on our websites for GEM vehicles and Taylor-Dunn's Bigfoot. These tools allow potential customers an opportunity to build a vehicle that matches the specifications and options that best fits their need, then enables them to get a glimpse of what the final product will look like. This technology significantly enhances the customer experience, gets them involved in the selection process, and provides a more positive shopping experience.</p> <ul style="list-style-type: none"> • https://www.gemcar.com/build-your-gem/ • https://www.taylor-dunn.com/build-your-bigfoot/ <p>Secondly, Waev currently leverages multiple social media platforms such as, LinkedIn, Instagram, and Facebook to build awareness and market to both existing and prospective customers. Specifically, we focus our efforts on creating content for specific groupings of customer types, then launch paid campaigns to target those users who fit the profile we are seeking. The analytics from those efforts provide us with especially useful information on the number of clicks, which engagement elements were most important to the user and lead visibility through their usage cycle. This knowledge enables us to enhance future campaigns with a granular, rifled approach that yields a highly effective reach to potential users of our products.</p> <p>We also support our dealer network by providing pre-assembled content that allows them to easily post our products and solutions via their own social media platforms.</p> <p>To help create visual effectiveness, we are working to develop "mini world interactive map" technologies that allow our customers to visualize how our products would function and perform in their environment.</p> <p>Waev has also invested in available technology with 3rd parties that provides us with direct access to capital improvement plans and market information highlighting targets to promote Sourcewell and our products in the state, local and educational space.</p>
39	<p>In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?</p>	<p>Since partnering directly with Sourcewell for the past 3 years, we have been impressed by the interaction and dedication of the Sourcewell team to provide support to our supplier needs, but also promoting vendor contracts and creating awareness to members. We have made significant investments to integrate Sourcewell into our sales and CRM processes and is the primary contract program we promote to our state, local and educational customer base.</p> <p>Our expectation is that Sourcewell will continue to expand member awareness and continue providing support and alignment with its partners to foster future growth.</p>

40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Currently, our websites provide the opportunity in multiple areas throughout various pages/tabs to obtain quotes, pricing and contact our Sales teams. We also offer technology for prospective customers to leverage our online configurators to build vehicles of interest. As our vehicles are built to the exact specifications of each customer, we do not currently have an e-procurement solution for online ordering but are always evaluating the future of how our products can be purchased and are open to exploring these options if Sourcewell aims to integrate this solution in the future.
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Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Waev can offer training sessions as requested at our facility in Anaheim, CA or remotely at a dealer or customer location. Waev can also deploy product specialists and technicians to any location in the country to provide training, setup, configuration recommendations, and general equipment support. We are also exploring solutions like video recorded training sessions.</p> <p>Any costs for these services are separate and may vary according to the specific scenario (distance, issue to be resolved, logistics, number of units to be supported).</p>
42	Describe any technological advances that your proposed Solutions offer.	<p>Waev is leading the future of electric mobility with our brands and is creating a vision for how the world moves. Electric vehicles (EVs) represent one of today’s most dynamic and growing trends. They go beyond moving people and goods from A to B—they are the epicenter of one of the most impactful market segments in the history of mobility. EVs give us innovative new ways to think about all aspects of transportation—from convenience, to safety, to environmental impact. Consumers, businesses, and governments are changing their lifestyles, perceptions, priorities, and regulations when it comes to mobility and sustainability. Some of the technological advances that we have built into our solutions are:</p> <ul style="list-style-type: none"> • GEM Go – Waev has created the first-ever app that identifies vehicle routes with speed limits of 35 mph or less to help current and future GEM owners understand the breadth of places LSVs can operate in. As cities look to increase safety, they are lowering speed limits. Now, more than half of US roads have posted speed limits of 35 mph or less. https://www.gemcar.com/gem-go/ • Solar panels for GEM - Extend the drive time between charges with a renewable source of energy. Made with high-efficiency photovoltaic (PV) cells, UV stable and optically clear, require little maintenance and are resistant to the elements such as rain and hail. Designed to work with AGM and lithium-ion battery options. • Regenerative Braking – Regen braking helps to create a safer ride for the operator by applying an automatic braking system when slowing down and converts that power back into energy that provides charge to the batteries. This yields less charging infrastructure necessity and reduces the expense of maintenance for consumables like brake pads. • ADA GEM - In addition to the current models proposed in this RFP, future lineups will include GEMs with solutions for Americans with Disabilities (ADA) such as wheelchair access. • Simple Maintenance Platform - We want our vehicles to be easy to maintain, yet still meet the performance expectations our customers have come to love about our products. We have re-engineered our electrical architecture with off-the-shelf products that are easy to procure and reduce the time and expense of chasing proprietary products that other brands integrate. • Controlled speed limits - If a customer needs to limit the speed within their application, we can easily program these during manufacturing to ensure a specific requirement is met. • Lithium-Ion Batteries – 100% of Waev’s lithium battery options use LiFePO4 battery technology in GEM, Taylor-Dunn, and Tiger. LiFePO4 or Lithium-ion phosphate is safer, more stable, and very reliable compared to other lithium battery options. These battery options provide 5x more battery life, optimal range, improved operation in cold weather climates and is easy to charge with opportunity charging available. • Fast Charger Options – Save hours of charge time by upgrading to one of our fast-charging options of either a 3.3 kW fast charger which charges 3x faster or 6.6 kW fast charger which charges 6x faster. • Keyless Ignition – This keypad technology allows customers with applications that require multiple drivers to operate our vehicles quickly and efficiently without the need for keys.
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	<p>With “zero emissions zones” and greenhouse gas mandates becoming commonplace in cities and airports worldwide, the demand for eco-friendly vehicles is greater than ever before. With zero carbon emissions, less maintenance, cost savings, and flexible charging; GEM, Taylor-Dunn, and Tiger are replacing cars, trucks, and tractors all over the globe. Not only do our vehicles support “green” initiatives, but our solutions are also the pioneers of a cleaner future. With over 140 years of combined innovation, Waev’s vehicles have contributed to over 50 million gallons of fuel saved, preventing harmful gases from being dispersed and contributing to a cleaner outdoor environment.</p> <p>In addition, we are constantly evaluating our production processes to identify improvements to how we make our products and increase efficiency.</p> <p>We also contribute to a greener environment by employing remote workers where possible to help further reduce emissions during commute.</p>

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our product offering underscores our commitment to providing energy efficient solutions to our customers globally. While we are not aware of any third-party eco-labels or ratings, as a responsible manufacturing company, Waev is dedicated to protecting natural resources and the global environment, reducing waste and pollutants, conserving resources and recycling materials.</p> <p>We are committed to continually assessing the impact our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement.</p>	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>Waev is dedicated to transforming how state and local government agencies, higher education and K-12 organizations move people, equipment and supplies in a safe, cost efficient and sustainable way – helping to complete each entities’ mission with zero carbon emissions.</p> <p>The biggest barrier to EV adoption is the perceived need for significant infrastructure investments. Our flexible charging options do not require infrastructure overhauls or specialty equipment, many of our products can be charged using the same outlet you use to charge your smartphone or using the same charging stations as an electric car.</p> <p>GEM, Taylor-Dunn and Tiger are some of the longest standing brands in the industry, proving the reliability of our vehicles. Unlike golf carts, our brands continuously evolve to meet our customers’ needs, one size does not fit all. We take the time to learn and better understand each customer’s specific application so we can discover solutions and options needed to further enhance how our vehicle will be utilized. Our vehicles are amazingly simple to maintain with commercially available off-the-shelf parts.</p> <p>GEM is an electric vehicle engineered for local streets. Unlike golf carts, GEM electric cars are street legal on most roads 35 mph (50 kmh) or less and travel at a maximum speed of 25 mph (40 kmh). Additionally, GEMs are engineered to exceed low-speed vehicle (LSV) federal safety standards.</p> <p>Taylor-Dunn industrial vehicles are tough and built to last. They boast heavy-duty steel frame bodies engineered to withstand the ruggedness of industrial and outdoor environments. Their overbuilt drives and transmissions are comparable to trucks in many cases and these workhorses are up to the job and intentionally designed without unnecessary complexities.</p> <p>Tiger’s industry-proven chassis, common parts, familiar controls, and innovative technology is modernizing ground support operations, bringing you closer to reaching sustainability goals. Available in lithium-ion or gas, Tiger provides operators with a choice to choose your power, and a path to migrate to electric when you are ready.</p> <p>In addition to our standard vehicle platforms, we also accept custom order requests (for example: Bigfoot with ambulance stretcher/bed configuration, Bigfoot with lift gates or refuse hauler, GEM with blue/red emergency lights)</p>	*
46	Describe any safety features your products have such as seat belts, rollover protection, brake lights, stability control, emergency shutoff, etc.	<p>Waev’s top priority is safety which is why our vehicles are engineered for enhanced safety from start to finish. We understand that our customers expect performance with the ability to keep their operators safe.</p> <p>GEM vehicles meet and exceed LSV federal safety standards set by the National Highway Traffic and Safety Associate (NHTSA). GEM Safety features include: three-point seatbelts, automotive glass windshields, turn signals, side mirrors, automotive rear drum brakes, a roof-crush SAE certification, brake lights, an Occupant Protection System (OPS), street-grade tires, backup cameras, and optional doors. GEM's low speeds and standard safety features promote a safer environment for vehicles and pedestrians to coexist.</p> <p>Taylor-Dunn’s high visibility, low step height, emergency power cutoff, loading stability, hydraulic systems, and low speeds are intentionally built to reduce safety-related injuries.</p> <p>Tiger’s industry exclusive, patent-pending anti-rollover technology, programmable speed limiting, high visibility lights, safety seat belts, smart direction control, on-board diagnostics, and electronic shift inhibiting help improve tarmac safety in the ground support industry.</p> <p>Upon delivery of all our vehicles, Waev provides paper or electronic copies of appropriate manuals and operating instructions with each unit to help the end user better understand and operate the vehicle safely.</p> <p>Waev and our dealers can also demonstrate safe operation and driving of our vehicles at any time.</p>	
47	Are your products equipped with GPS or telematics features or other route optimization options?	<p>Waev can equip our vehicles with telematics solutions upon request. Several of our National Account customers leverage the benefit of these tools in their daily operations.</p> <p>In addition, Waev has created the GEM GO mapping app to help current and future GEM owners understand the breadth of places LSVs can operate in. The GEM Go low-speed road interactive map app identifies nearby roads with posted speed limits of 35 mph or lower, so you can ensure you are traveling safely. As cities look to increase safety, they are lowering speed limits. Now, more than half of US roads have posted speed limits of 35 mph or less.</p> <p>https://www.gemcar.com/gem-go/</p>	

48	Describe how your products positively contribute to environmental concerns such as air pollution.	As an electric vehicle pioneer, Waev understands that electric vehicles (EV) represent one of today's most dynamic and growing trends. EVs today go beyond moving people and goods from A to B. GEM, Taylor-Dunn and Tiger EVs produce zero tailpipe emissions, significantly reducing the emission of harmful gases like Carbon Monoxide, Nitrogen Oxides, Hydrocarbons, and Particulate Matter that contribute to outdoor pollution. In fact, our leadership speaks frequently at micromobility, smart mobility and industry conferences to share the value of zero tailpipe emission vehicles. With over 140 years of combined innovation, Waev's vehicles have contributed to over 50 million gallons of fuel saved, preventing harmful gases from being dispersed and contributing to a cleaner outdoor environment.
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Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
49	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		<input type="radio"/> Yes <input checked="" type="radio"/> No	
50		Minority Business Enterprise (MBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
51		Women Business Enterprise (WBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
52		Disabled-Owned Business Enterprise (DOBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
53		Veteran-Owned Business Enterprise (VBE)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
54		Service-Disabled Veteran-Owned Business (SDVOB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
55		Small Business Enterprise (SBE)	<input checked="" type="radio"/> Yes <input type="radio"/> No	
56		Small Disadvantaged Business (SDB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	
57		Women-Owned Small Business (WOSB)	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *
58	Describe your payment terms and accepted payment methods.	Waev's standard payment terms are Net 30 days after invoice. Dealers' payment terms may vary by dealer. Acceptable methods of payment include check, credit card (4% transaction fee applies), wire transfer, and ACH payments.
59	Describe any leasing or financing options available for use by educational or governmental entities.	Waev has developed Leasing and financing programs with several 3rd party providers to assist customers with flexible options to obtain our products. Details of these programs vary by provider but are available to Sourcwell members on a case-by-case basis. Waev intends to market this capability to existing and prospective Sourcwell members.

60	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	Waev and the authorized dealers will use our OEM provided CRM system to generate a professional quote template that provides a breakdown of the vehicle(s) and options selected. Each line item provides the part, name, quantity, and price. Examples of a GEM, Taylor-Dunn and Tiger quote template have been uploaded for reference. Dealers may utilize a standard quote or invoice document that will vary in structure by dealer.	*
61	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?	Waev accepts P-card procurement and payment for transactions done directly with Waev. A 4% processing fee applies to any payments made via P-card directly to Waev. Most of our dealers accept P-card procurement and payments, additional processing fees may vary by dealer.	*
62	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.	Waev's pricing model to Sourcewell members is a percentage discounted off of Manufacturer's Suggested Retail Price (MSRP). The discount percentage will vary by product brand but will remain consistent for both whole good vehicles and parts. Detailed pricelists have been uploaded for reference by SKU. The various discount percentages are outlined in the pricelists and in response to the following question #63. Please note that sales transacted through our US dealers are in US dollars. Sales transacted through our Canadian dealers are in Canadian dollars.	*
63	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.	Waev's pricing structure as represented by our pricing proposal in this response is as follows. US & Canadian Discount Structure GEM: <ul style="list-style-type: none"> • Vehicles: 6% off MSRP • Options/Accessories: 6% off Options MSRP • Shipping fees from our plant to the dealer or customer location apply and the amount is determined based on the geographic location shipped to and the size of the vehicle. Shipping fees are not discounted. Taylor-Dunn: <ul style="list-style-type: none"> • Vehicles: 10% off MSRP • Options/Accessories: 10% off MSRP • Shipping fees from our plant to the dealer or customer location apply and the amount is determined based on the geographic location shipped to and the size of the vehicle. Shipping fees are not discounted. Tiger: <ul style="list-style-type: none"> • Vehicles: 10% off MSRP • Options/Accessories: 10% off MSRP • Shipping fees from our plant to the dealer or customer location apply and the amount is determined based on the geographic location shipped to and the size of the vehicle. Shipping fees are not discounted. 	*
64	Describe any quantity or volume discounts or rebate programs that you offer.	While determining the Sourcewell discount structure and anticipated volume, no additional volume discount will be offered at this time. However, customers seeking large volume or fleet programs will be evaluated on a case-by-case basis. Waev understands the Sourcewell contract pricing is the max price allowed to be charged and depending on the scenario, deviations from the price list for an additional discounted rate will be considered on a case-by-case basis.	*
65	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	In the event a Sourcewell member wants to add customization to a vehicle that is not offered on the Sourcewell pricelist, Waev and/or the dealership can offer this item at an "open market" price. The open market add-on will be itemized on the quote as such and will not receive the Sourcewell discount percentage. Customization requests vary, but some examples of custom add-ons could include: a custom wrap with logos for the vehicle, change the color of the amber strobe, adding a removeable search light inside the vehicle, etc.	*
66	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.	In addition to the Waev arranged shipping from our plant, the authorized dealers may charge additional fees to complete the pre-delivery inspection, installation, set up, title/licensing paperwork, local delivery and any other state specific fee. Customers can pick up vehicles from a participating dealer with no local delivery charge. These additional fees will be itemized on the quote/invoice separately and will align with the fair market value. These additional fees are not eligible to receive the Sourcewell discount percentage. These fees will vary by dealer.	*

67	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>Waev's headquarters and manufacturing center of excellence is located in Anaheim, California which is the location from which all vehicles get produced and shipped. Waev's freight shipment fee from our plant to a dealer or customer location is an additional cost to Sourcewell participating entities and is based on the geographic zone location of shipment and the size of the vehicle.</p> <p>Zone 1 - AZ, CA, NV Zone 2 - CO, ID, NM, OR, UT, WA Zone 3 - AR, IA, IL, KS, LA, MN, MO, MS, MT, ND, NE, OK, SD, TX, WI, WY Zone 4 - AL, CT, DE, FL GA, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, RI, SC, TN, VA, VT, WV</p> <p>Customers choosing to have their vehicle locally delivered by the dealer will incur an additional charge from the dealer. Customers can pick up vehicles from a participating dealer with no delivery charge.</p> <p>The freight shipment fee or dealer delivery fees are not eligible to receive the Sourcewell discount percentage.</p>	*
68	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For shipments going to Alaska, Hawaii, Canada, or any offshore location additional fees may apply and will be quoted at the time of order.	*
69	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>In addition to delivery through our dealer network, Waev can accommodate drop ship requests by Sourcewell members, to ship directly from the manufacturing facility in Anaheim, CA to the specified location.</p> <p>We can also accommodate "will call" (additional fee per unit will apply) if customer prefers to pick up their products at our production facility.</p>	*
70	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	<p>Waev has recently made significant customized enhancements to the CRM platform that we and our dealers use to transact business. As a result, this technology allows all Sourcewell requests to transact electronically, capturing all data necessary to provide accurate pricing, reporting and calculations of administrative fees owed. These systematic processes include, but are not limited to; Sourcewell member verification, approval flow for quote/order generation and processing, and pre-loaded Sourcewell price files for member transactions. Automating these steps within the CRM tool allows Waev to maintain contract compliance, member account management, and mitigates the risk of pricing discrepancies with system generated transactions vs. manually-generated quotations. This technology also simplifies the reporting process for accurate calculations of administrative fees and order tracking.</p> <p>Waev's government account manager assigned to the Sourcewell program will leverage these solutions to ensure both Waev and our dealers are maintaining compliance with all our contract requirements.</p>	*
71	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	If awarded an agreement, Waev will continue including the utilization of the Sourcewell contract as part of its overall corporate growth strategy. Our government and Regional Sales Manager teams are assigned target growth goals for both existing and prospective customers, which includes Sourcewell members. These targets are determined through a year-over-year analysis, market data, and alignment with our overall business plans. As our go-to state, local and education contract vehicle, Waev has invested significantly in the execution and management of our Sourcewell program and intends to continue growing this segment of business well into the future.	*
72	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Waev proposes a ¾% administration fee which will be calculated from the total value of new vehicle orders made each quarter. This administration fee will be calculated and paid quarterly and is consistent with our current contract.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
73	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Manufacturer's Suggested Retail Price (MSRP) less a specified discount by brand. *

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

Line Item	Question	Response *
74	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	<p>For organizations needing high-quality, safe, and dependable vehicles, Waev provides a collaborative and agile partnership focused on developing more sustainable, future-focused solutions. We proudly deliver innovative and proven vehicles from the GEM, Taylor-Dunn, and Tiger brands that transform mobility in local environments. These include airports, residential communities, city centers, college and business campuses, resorts, zoos, parks, military bases, warehouses and factories, rail yards and mines, manufacturing and distribution centers, ports, sporting complexes and more. In delivery, shuttling, material handling and maintenance applications, Waev vehicles get the job done safely, efficiently, and sustainably.</p> <p>All vehicles offer various configurations and custom feature options allowing the build to provide application specific solutions. Detailed specification sheets have been uploaded in the documents section of the RFP response for reference.</p> <p>In 1949, an Anaheim, CA farmer founded Taylor-Dunn, having built an electric cart to use while feeding his chickens. Today, we continue manufacturing quality American vehicles in the very spot the Taylor-Dunn legacy began.</p> <p>GEM</p> <p>GEM vehicles have been changing the way we think about EVs for 25 years. Far before "going electric" was a trend, GEM was introduced as a new vehicle that would drive the world of mobility into the future. In 1998 Global Electric Motorcars (GEM), founded by a group of former General Motors engineers, produced the first LSV. GEMs are highly customizable with many different options and configurations to choose from.</p> <p>Our GEM LSV portfolio is made up of Street-legal low-speed electric vehicles: Five GEM models to choose from</p> <ul style="list-style-type: none"> • GEM e2 (2-seater) • GEM e4 (4-seater) • GEM e6 (6-seater) • GEM eL XD (2-seater utility) • Coming in 2025, GEM eX (2-seater all-terrain utility) <p>Specifications and Options</p> <ul style="list-style-type: none"> • 25 mph top speed • Street-legal under federal law • Payload up to 1,415 lbs • Towing up to 1,250 lbs • 10 work packages • 22 rear carrier options • Full doors • Li-ion battery options • 43" of available legroom, enough space to comfortably sit a 6' 8" passenger. • Range up to 113 miles • Charge via 110V outlets, solar panels, fast chargers or public EV charging stations. <p>Taylor-Dunn</p> <p>Taylor-Dunn has produced thousands of electric vehicles that have been used all over the world to transport people and equipment.</p> <p>This brand's portfolio has 9 models to choose from:</p> <ul style="list-style-type: none"> • Bigfoot - Burden carriers <ul style="list-style-type: none"> o Bigfoot S o Bigfoot o Bigfoot XL • Stockchasers <ul style="list-style-type: none"> o 2 models to choose from • Step saver personnel carts <ul style="list-style-type: none"> o 3- and 4-wheel models • Maintenance Expeditor • Mule towing cart <p>Specifications and Options</p> <ul style="list-style-type: none"> • Seating for up to 4 people (Bigfoot products only) • Payload up to 3,000 lbs • Towing up to 10,000 lbs • Four-year warranty for vehicles manufactured after 1/1/2024.

		<ul style="list-style-type: none"> • 8-18 mph top speeds • Optional cabs, doors • Li-ion battery options • Thousands of configurations • Large operator compartments with comfortable seating and low step height • Range up to 60 miles • Tight turning radius • Charge via 110V or 220V outlets. <p>Tiger Tiger heavy duty tow tractors can take on the most demanding jobs in aviation and industrial operations. Lithium-Ion technology is engineered into Tiger's electrical architecture and industry-proven chassis – outperforming internal combustion tractors when it comes to safety features, durability, total cost of ownership, tailpipe emissions, and maintenance costs. Tiger's portfolio is made up of the following: Three models to choose from</p> <ul style="list-style-type: none"> • Tiger 36 kW – Lithium Ion • Tiger 48 kW – Lithium Ion • Tiger Gas <p>Specifications and Options</p> <ul style="list-style-type: none"> • Seating for 2 people • Cab • Programmable speeds • Brake interlock • Onboard diagnostics • Electronic shift inhibiting • Operator presence sensing • Speed up to 15 mph. • Tow up to 60,000 lbs. • Flexible charging • LiFePO4 technology—more safe, stable and reliable than other lithium options
75	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>The following is a list of subcategory titles that best describe our products:</p> <ul style="list-style-type: none"> • Low-Speed Vehicles (LSV) • Street-legal Electric Vehicles • Electric Vehicles (EV) • Electric Utility Vehicles • Task Vehicles • Cargo Vehicles • Recreational Vehicles • Parking enforcement, patrol and EMS solutions • Passenger shuttles • Carts • Burden Carriers • Stockchasers • Personnel Carriers • Tow Vehicles • Baggage trucks • Enclosed food and beverage low-speed vehicles • Heavy Duty Tow Tractors • Ground Support Equipment
76	<p>Identify the engine types available for your products (e.g. gasoline, diesel, CNG, propane, hybrid, electric etc.)</p>	<p>All our GEM and Taylor-Dunn products are electric engine types. Our Tiger brand has both electric and gas engine types available.</p>

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments
77	Utility vehicles, task vehicles, cargo quad cycles, cargo tri cycles , golf carts, low-speed vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Utility vehicles, task vehicles, low-speed vehicles (LSV) *
78	Parking enforcement, patrol and EMS solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Parking enforcement, patrol and EMS solutions *
79	Passenger shuttles, burden carriers, tow tractors, baggage trucks	<input checked="" type="radio"/> Yes <input type="radio"/> No	Passenger shuttles, burden carriers, tow tractors, baggage trucks *
80	Side-by-sides, all-terrain vehicles (ATV), snowmobiles, motorcycles, personal watercraft, amphibious vehicles, autonomous vehicles	<input type="radio"/> Yes <input checked="" type="radio"/> No	None *
81	Food and beverage solutions, athletic and campus-use vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Food and beverage solutions, athletic and campus-use vehicles

Table 9: Exceptions to Terms, Conditions, or Specifications Form

Line Item 82. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Master Agreement.

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcwell 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 Sourcwell.
3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
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](#) - Waev Sourcwell Pricing RFP 091024.xlsx - Thursday September 05, 2024 09:11:06
- [Financial Strength and Stability](#) - 2023 Financials.pdf - Wednesday September 04, 2024 19:04:54
- [Marketing Plan/Samples](#) - Marketing Samples.pdf - Wednesday September 04, 2024 19:12:45
- WMBE/MBE/SBE or Related Certificates (optional)
- [Standard Transaction Document Samples](#) - Quote Templates.pdf - Wednesday September 04, 2024 19:16:07
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Dealer Network List for U.S. and Canada.xlsx - Wednesday September 04, 2024 19:26:32
- [Additional Document](#) - Specification Sheets.pdf - Thursday September 05, 2024 08:36:41

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Paul Vitrano, Senior VP & Chief Legal and Policy Officer, Waev Inc.

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Utility Transport Golf Vehicles RFP 091024 Wed August 21 2024 02:38 PM	<input checked="" type="checkbox"/>	1
Addendum 2 Utility Transport Golf Vehicles RFP 091024 Tue August 13 2024 01:08 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Utility Transport Golf Vehicles RFP 091024 Wed July 24 2024 09:44 AM	<input checked="" type="checkbox"/>	1