

PARTICIPATING ADDENDUM
**Sourcewell MASTER AGREEMENT # 063020-BBB, School Buses with Related Accessories,
Supplies, Parts, and Services**
(hereinafter "Lead Procurement Entity")

In partnership with
**Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service d/b/a Yancey Brothers
Bus Sales & Service and Blue Bird Body Company**
(hereinafter "Contractor" or "Supplier")

And

State of Georgia
(hereinafter "Participating State/Entity" or "Agency")

This Participating Addendum is entered into by the **State of Georgia** (hereinafter "Agency"), **Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service d/b/a Yancey Brothers Bus Sales and Service** (hereafter "**Contractor**" or "**Supplier**" and **Blue Bird Body Company** (hereinafter "Manufacturer or Sourcewell Contract Holder), and **Sourcewell** (hereinafter "Lead Procurement Entity) collectively known as the ("Parties") pursuant to Sourcewell Contract #063020-BBB for the provision of School Buses with Related Accessories, Supplies, Parts, and Services between Contractors, Manufacturer, and Sourcewell, as subsequently amended (together with its exhibits and attachments, known as the "Sourcewell Master Agreement"). This Participating Addendum and the exhibits incorporated and/or attached herein, including the Sourcewell Master Agreement, shall be collectively referred to as Georgia Statewide Contract #99999-SPD-SWL20200630-001.

WHEREAS **State of Georgia** is a member of Sourcewell.

WHEREAS **State of Georgia** desires to make available for purchase of School Buses with Related Accessories, Supplies, Parts, and Services from Contractors as set forth in the Sourcewell Master Agreement and set forth within this Participating Addendum.

WHEREAS **Blue Bird Body Company** confirms that Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service is an Authorized Dealer for Blue Bird Corporation for School Buses with Related Accessories, Supplies, Parts, and Services on the Sourcewell Master Agreement #063020-BBB; and

WHEREAS **State of Georgia** desires to add terms and conditions to the Sourcewell Master Agreement; and

WHEREAS **Contractors are** willing to agree to additional term and conditions.

NOW THEREFORE, **the Parties** to this Participating Addendum hereby agree as follows:

DEFINITIONS AND GENERAL INFORMATION

"**DOAS**" means the Department of Administrative Services of the State of Georgia.

"**Contractor**" and "**Supplier**" means Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service.

"**Manufacturer**" or "**Vendor**" means Blue Bird Body Company

"**School Buses with Related Accessories, Supplies, Parts, and Services**" for this Addendum are described as goods and services associated with all types of School Buses (to include electrical and alternative fueled buses), related accessories, related supplies, parts and associated services to the customer on an as-needed basis.

“Exhibit 1” means State of Georgia Statewide Standard Contract Form and Contract Terms and Conditions for Goods and Ancillary Services incorporated, exhibited and/or attached in this Participating Addendum.

“Lead Procurement Entity” means Sourcewell

“Local Municipality” means cities, counties , townships, counties and other political subdivisions of the State of Georgia and other local governmental entities.

“Participating Addendum” or “Addendum” means this document with incorporated, exhibited and/or attached Exhibit 1 and all documents that make up the Sourcewell Master Agreement.

"Purchase Instrument" means the documentation issued by the Lead Procurement Entity, the State Agency or User Agencies to the Contractor for the purchase of goods and services, in accordance with the terms and conditions of the Statewide Contract assigned to this Participating Addendum. The Purchase Instrument should reference the Statewide Contract and may include an identification of the equipment and services, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.

"State" means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract commonly referred to as Authorized Users.

"Statewide Contract (SWC)" or "Contract" means the agreement between the Agency, the Lead Procurement Entity (Sourcewell) and the Contractor (Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service) for the provision of School Buses with Related Accessories, Supplies, Parts, and Services as defined this Participation Addendum and the Sourcewell Master Agreement.

"User Agency" or “User Agencies” or “Authorized Users” means any offices, agencies, departments, boards, bureaus, commissions, institutions, local municipalities or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

This Participating Addendum and the incorporated, exhibited and/or attached documents shall be read to be consistent and complementary. This Georgia Statewide Contract for School Buses with Related Accessories, Supplies, Parts, and Services is comprised of the State of Georgia's Participating Addendum (PA) the State of Georgia Statewide Contract Terms and Conditions for Goods and Ancillary Services, (Exhibit 1), and Attachment 1, Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing Documents, and the Sourcewell Master Agreement, in its entirety.

Master Agreement Terms and Conditions:

1. **INCORPORATION OF THE SOURCEWELL MASTER AGREEMENT.** The Parties agree to the terms set forth in the Sourcewell Master Agreement for School Buses with Related Accessories, Supplies, Parts, and Services which are incorporated, exhibited and/or attached herein by this reference, except as modified by this addendum.
2. **ADDITIONS TO THE SOURCEWELL MASTER AGREEMENT:** The terms and conditions set forth in this Participating Addendum, with Exhibit 1: State of Georgia Contract Terms and Conditions and Attachment 1: Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing Documents both incorporated herein by this reference. In the event of inconsistent terms between this Participating Addendum and the Sourcewell Master Agreement, the following order of precedence shall govern and control the agreement between the Parties: (a) this Participating Addendum with Exhibit 1: State of Georgia Contract Terms and Conditions incorporated and Attachment 1: Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing

Documents incorporated herein by this reference, (b) Sourcewell Master Agreement, as may be amended, (c) the Solicitation, (d) Contractor's response to the Solicitation, as revised and accepted by Sourcewell and all other Sourcewell contract documents for Contract # 063020-BBB.

3. **SCOPE:** This Participating Addendum (PA) authorizes and governs the State of Georgia's participation in the Sourcewell cooperative purchasing opportunity for the contract entitled School Buses with Related Accessories, Supplies, Parts, and Services. The scope of this Addendum is limited to the goods and services related to the provision of School Buses with Related Accessories, Supplies, Parts, and Services including all warranties associated and the narrowing or expansion of the scope as explained in paragraph 4. below.
4. The State of Georgia, State Purchasing Division, reserves the right to narrow or expand the categories of goods and/or services available to be prospectively offered through this Participating Addendum, at its sole discretion, by amendment and/or unilateral written notification to the Contractor, at any time. The State may elect to make the categories of goods and/or services available through the Statewide Contract to be more restrictive than set forth in the Master Agreement by and between Sourcewell and the Contractor.

This Participating Addendum may be used by all State of Georgia governmental entities, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities. The statewide contract(s) will also be available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia. All entities authorized to utilize the resulting statewide contract(s) shall be referred to collectively as Authorized Users.

Issues of interpretation and eligibility for participation of this Participating Addendum is are solely within the authority of the State of Georgia, Chief Procurement Official.

5. **INDIVIDUAL CUSTOMER:** Each State agency and political subdivision, as a Participating Entity, that procure products will be treated as if they were individual customers. Except to the extent modified by the State of Georgia Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of this Participating Addendum. Each State agency/entity and political subdivision will be responsible for payment of their own charges, fees, and liabilities and will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases.
6. **Primary Contacts:** The primary contact individuals for this participating Addendum are as follows (or their named successors):

a. Contractor

Name:	Owen M. Roberts IV (Shooter)
Address:	259 Lee Industrial Blvd Austell, Georgia 30167
Telephone	(404) 606-2367
Email:	Shooter_Roberts@Yanceybus.com

b. Blue Bird Body Company

Name:	KAYLA PITTS
Address:	3920 ARKWRIGHT RD MACON, GA 31210 SUITE 200
Telephone	478-822-2407
Email:	KAYLA.PITTS@BLUE-BIRD.COM

b. Participating Entity:

Name:	Department of Administrative Services
Address:	200 Piedmont Avenue, Ste 1308, West Tower, Atlanta, GA 30334
Telephone	404-656-0934
Email:	Jim.Barnaby@doas.ga.gov

7. **CHANGES:** The Sourcwell Master Agreement is modified to incorporate the State of Georgia Participating Addendum with Exhibit 1 to the additional terms and conditions and Attachment 1, Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing Documents as follows:

i. **Payments and Invoice Provisions:** Payment will be made in accordance with applicable State of Georgia accounting procedures upon acceptance by the Agency. The Authorized Users may not be invoiced in advance of delivery and acceptance of any products or services. Payment will be made only after the contractor has successfully satisfied the ordering agency as to the goods and/or services purchased or rented. Vendors should invoice the ordering agency by an itemized list of charges, purchase order number and/or contract Number should be referenced on each invoice.

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice. Payments may also be made via a Purchasing Entity's "Purchasing Card."

All invoices should be forwarded to: Agency Name
Attention: Accounts Payable
Address
City, Georgia Zip Code

ii. **Purchase Order Instructions:** All purchasing entities issuing valid purchase orders will be bound by the terms and conditions of the Participating Addendum and the Sourcwell Master Agreement including the obligation to pay the contractor for products and/or services provided. The parties acknowledge and agree that orders submitted to the contractor from a purchasing entity through the purchasing entity's business procurement card are authorized purchase orders under the Sourcwell Master Agreement.

iii. **Price Agreement Number:** All purchase orders issued by the purchasing entities within the jurisdiction of this Participating Addendum shall include the Georgia Statewide Contract # 99999-SPD-SWL20200630-001, agency name, address, name of contact person and phone number. All pricing is ceiling pricing.

iv. **Orders:** Any order placed by an Authorized User for a product and/or service available from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of this Participating Addendum unless the parties to the order agree in writing that another contract or agreement applies to such order.

v. **Credit:** The Supplier(s) shall not require, propose, or engage in any actions that would lead to any State entity entering into any type of "credit agreement" that would pledge the credit of the State of Georgia.

As authorized by this Participating Addendum, the parties agree as follows:

1. **Contract Reviews:** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service and the State of Georgia DOAS will establish an annual review process to monitor contract activity based on a rolling 12-month sales period.

Pricing: Pricing will be ceiling pricing in accordance with the Pricing Documents negotiated and established as part of this Participating Addendum at Attachment 1 for Georgia pricing for School Buses with Related Accessories, Supplies, Parts, and Services. Any changes in pricing or products will be

processed in accordance with Section 4, Product and Price Change Request, of the Sourcewell and Blue Bird Body Company Contract #060320-BBB. Prior to submission to Sourcewell for any changes in pricing or products in Georgia, Yancey Brothers Sales and Service, in coordination with Blue Bird Body Company, must request and receive approval from the State Purchasing Division.

2. **Support:** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service will provide a dedicated account manager to focus on program participation, marketing, and compliance.
3. **Marketing:** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service will market the Georgia contract in Trade Shows, Conferences, communications and other functions needed by the State of Georgia to increase the usage of the School Buses and associated items and features that fall within the scope of this agreement and contracts cited herein.
4. **Customized Reporting:** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service agrees to submit Quarterly Sales in accordance with the State of Georgia's Quarterly report format. All other reports will be provided per the State's needs.

5. **Notices:** In addition to any other obligations the parties may have regarding notice, all notices or other communications regarding termination, material breach, modification, or audit of this Addendum, or a license covered by this Addendum shall be copied to DOAS at the following address:

Manager, Contracts Management
Department of Administrative Services
State Purchasing Division Georgia
Contracts Management
200 Piedmont Avenue, SE Suite 1308, West Tower Atlanta, GA 30334

6. **Periodic Performance/Sales Reports.** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service) shall submit the following management reports to the DOAS identified Contract Administrator and send a copy to Sourcewell. All reports shall be provided by Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service shall be submitted or uploaded in electronic format. All electronic reports must be submitted or uploaded in Microsoft Excel or Microsoft Access format. Reports should include the ability to sort/summarize by account. Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service agrees to provide all other data requested in a flat file format as designated by DOAS' Contract Administrator.

a. **Quarterly Sales Reports**

Statewide sales by customer account number and type of customer: State Agency, Local Entity or Other, in addition (but not limited) to the following information: product number, product description, manufacturer name, NIGP code, merchandise class code/indicator, quantity ordered, list price, unit price, and total spend. Reports will be submitted quarterly in accordance with due dates established in the table in Section 6 below.

b. **Ad Hoc Report(s)**

Sourcewell and/or Contractor may be required to provide Ad Hoc reports to DOAS from time to time, based on unique data request associated with the sale of products/services awarded under any resultant contract. DOAS will work with the Sourcewell/Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service to identify the specific informational items needed and the physical format of the report.

7. **Administrative Fee**

Pursuant to O.C.G.A. Section 50-5-51(10), DOAS has the authority to collect moneys, rebates, or commissions payable to the State that are generated by supply contracts established pursuant to O.C.G.A. Section 50-5-57. For this statewide contract, DOAS requires Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service agrees to pay directly to DOAS an administrative fee on all sales pursuant to the resulting statewide contract. The administrative fee amount for this statewide

contract is (1%). Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service agrees that the fee will not be identified separately from the product and/or service pricing offered to Authorized Users wherever that pricing may appear (website, catalog, invoices, ...etc.). contains due dates for both quarterly sales report and administrative fees

The Quarterly Sales Report must be received by DOAS twenty (20) days after the end of the Fiscal Quarter through submission within the Supplier Portal of Team Georgia Marketplace, and the Fees must be received as a response to an invoice generated by DOAS between the time of receipt of the invoice and forty-five (45) days after the end of the fiscal quarter as defined by the table below:

DOAS' Fiscal Quarters	Months	Supplier's Quarterly Sales Report Due Date	Supplier's Payment Due Date (In Response to DOAS generated Invoice)
Quarter 1	July 1 st – September 30 th	October 20 th	November 15 th
Quarter 2	October 1 st – December 31 st	January 20 th	February 15 th
Quarter 3	January 1 st – March 31 st	April 20 th	May 15 th
Quarter 4	April 1 st – June 30 th	July 20 th	August 15 th
-----	-----	-----	30 calendar days following the termination of this Statewide Contract for any reason

At the end of each state fiscal quarter as defined above, Contractor shall prepare the Quarterly Sales Report and submit to DOAS by uploading the report file through the Supplier Portal of Team Georgia Marketplace, including the Contractors most up-to-date Invoice Contact Name (Billing Contact), Billing Address, and Billing E-Mail. In the event that no sales have occurred, the Contractor must complete and submit the Quarterly Sales Report, indicating that no sales have occurred, and submit the file through Supplier Portal of Team Georgia Marketplace. No later than the date identified above as the "Supplier's Payment Due Date" for each fiscal quarter, the Contractor shall remit a payment of fees to DOAS in response to a DOAS generated invoice, through one of the following methods"

- (i) **For Check payments (least preferred):** Sourcewell or Contractor shall remit the check together with the Quarterly Sales Report to:

Department of Administrative Services
 Finance & Administration Division
 200 Piedmont Avenue, S.E. Suite 1820, West Tower
 Atlanta, Georgia 30334-9010

By submission of these reports and corresponding payments, Contractor is certifying their correctness.

- I. Auditing and Contract Close Out. All sales reports and Fee payments shall be subject to audit by the State. Supplier shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the statewide contract for a period of at least five (5) years following the date of final payment or completion of any required

audit, whichever is later. Supplier shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Supplier relating to orders, invoices or payments or any other documentation or materials pertaining to the statewide contract, wherever such records may be located during normal business hours. Sourcewell and/or Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service shall not impose a charge for audit or examination of the Supplier's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Supplier for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall Supplier retain any amount of money in excess of the compensation to which Supplier is entitled and all Fees owed DOAS shall be paid within thirty (30) calendar days of termination of the statewide contract for any reason.

- II. Modifying or Canceling the Fee. DOAS reserves the right to modify and/or cancel the Fee at any time. Supplier shall immediately amend the statewide contract pricing to reflect any modification or cancellation of the Fee by DOAS. In addition, DOAS reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.
- III. Late Payment Fee. In the event DOAS does not receive the Supplier's payment of the Fees on or before the Supplier Payment Due Date, the parties agree the Supplier must pay DOAS interest on the overdue Fees at a rate of eighteen percent (18%) per annum. Interest will be calculated as follows:

$$\begin{aligned} & (\text{Administrative Fee Amount Due}) \times (18\%) = X \times / 365 \text{ (366 for leap years)} \\ & = Y \\ & Y \times (\text{Number of Days Payment is Late}) = \text{Interest Owed} \end{aligned}$$

For the purposes of this provision, payment of the Fees shall be considered received by DOAS on (1) the date of DOAS' receipt of the EFT or credit card payment confirmation or (2) the date DOAS receives the envelope containing a check for the correct amount of the administrative fee. In the event the Supplier does not submit full payment of the Fees owed, interest shall only be applicable to the portion of the Fees which is outstanding. In the event the Supplier makes an error and overpays, the Supplier is responsible for alerting DOAS in writing of the Supplier's discovery of the overpayment. DOAS will confirm whether an overpayment has occurred and refund the overpayment amount to the Supplier no later than thirty (30) days' following DOAS' receipt of written notice of the overpayment. DOAS will have no responsibility for interest or any other fees with respect to Supplier's overpayment of Fees.

- IV Default. Supplier's RESPONSIBILITY TO COLLECT AND REMIT THE ADMINISTRATIVE FEE ON BEHALF OF DOAS IS A SERIOUS RESPONSIBILITY AS THE SUPPLIER IS HANDLING STATE FUNDS. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring Supplier in default and recovering procurement costs from Supplier in addition to all outstanding Fees and interest.

8. **Compliance:** Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service is required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes all quarterly reporting and administrative fee submission requirements. DOAS will not renew the resulting statewide contract to Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service in the event failed to meet its current statewide contract obligations.

9. **Standard Insurance Requirements.** The Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the statewide contract attached to this solicitation throughout the duration of the statewide contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish DOAS an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the statewide contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to DOAS.

a. The Supplier is required to maintain the following insurance coverage's during the term of the statewide contract:

1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (A self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the statewide contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:

Bodily injury by accident - per employee	\$100,000;
Bodily injury by disease - per employee	\$100,000;
Bodily injury by disease – policy limit	\$500,000.

2) Commercial General Liability Policy with the following minimum coverage: Each

Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000

3) Automobile Liability:

Combined Single Limit	\$1,000,000
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4) Commercial Umbrella Limit \$2,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to DOAS. Certificates of Insurance showing such coverage to be in force shall be filed with DOAS prior to commencement of any work under the statewide contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to DOAS, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide DOAS with two (2) Certificates of Insurance. Certificates must reference the contract number. No contract performance shall occur unless and until the required insurance certificates are provided.

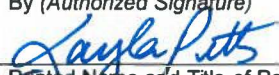
- 10. Annual Business Review Meetings:** Supplier must participate in Business Review (BR) meeting with DOAS at least annually. During the BR meetings, the meeting will also focus on the status of service level agreements and key performance indicators agreed to by Supplier and DOAS. The BR meeting may involve, but not be limited to, the following: review of the Supplier's performance and submitted reports, identification of areas of improvement to be addressed, review of the previous quarter's sales statistics, and strategies to grow sales volume.
- 11. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 12. Supplier Compliance:** Suppliers responding to this Participating Addendum and currently holding one or more statewide contracts are required to be compliant with the terms and conditions of their current agreement(s) with the State. This includes all quarterly reporting and administrative fee submission requirements. DOAS will not award the resulting statewide contract to a Supplier that has failed to meet its current statewide contract obligations.
- 13. Addendum Certification.** By agreeing to this Addendum, Sourcewell and Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service understands and agrees that the provisions of the Official Code of Georgia Annotated, Sections 45-10, Article 2, Conflicts of Interest et seq. have not been violated and will not be violated in any respect.


**Exhibit 1: State of Georgia
Statewide Standard Contract Form**

Solicitation Title: School Buses with Related Accessories, Supplies, Parts, and Services		Solicitation Number Sourcewell # #063020-BBB	Contract Number 99999-SPD-G063020-0001
1. This Contract is entered into between the Agency and the Contractor named below:			
Agency's Name Department of Administrative Services		(hereafter called Agency)	
Contractor's Name Sourcewell		(hereafter called Sourcewell or Lead Procurement Entity) and	
Blue Bird Body Company		(hereafter called manufacturer or Sourcewell Contract Holder)	
Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service (hereafter called Contractor or Supplier)			
2. Contract to Begin: 7/1/2022	Date of Completion: 12/29/2024	Renewals: Extension and Rollover Clause available.	
3. Performance Bond, if any: N/A		Other Bonds, if any: N/A	
4. Authorized Person to Receive Contract Notices for Agency: Daniel Granett daniel.garnett@doas.ga.gov		Authorized Person to Receive Contract Notices for Contractor: Shooter Roberts, shooter_roberts@yanceybus.com	
5. The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of the Statewide Contract:			
Participating Addendum with Exhibit 1: Statewide Contract for Goods and Ancillary Services and Attachment 1: Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing Documents			
Attachment 2: Sourcewell Master Agreement #063020-BBB			
Attachment 3: Sourcewell Solicitation # 110520			
Attachment 4: Contractor's Final Response			

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

6. Contractor	
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service	
By (Authorized Signature) 	Date Signed 2/15/2022
Printed Name and Title of Person Signing Owen M. Roberts IV	
Address: 259 Lee Industrial Blvd. Austell, Georgia 30167	

7. Manufacturer (Sourcewell Contract Holder)	
Manufacturer Name Blue Bird Body Company	
By (Authorized Signature) 	Date Signed 02-17-22
Printed Name and Title of Person Signing KAYLA PITTS REGIONAL SALES MANAGER	
Address: 3920 ARKWRIGHT RD MOLON, GA 31210 SUITE 200	

8. Agency	
Agency Name Department of Administrative Services	
By (Authorized Signature) 	Date Signed 5/18/2022
Printed Name and Title of Person Signing Jim Barnaby, Deputy Commissioner, State Purchasing Division, Department of Administrative Services	
Address: 200 Piedmont Avenue, Ste 1308, West Tower, Atlanta GA 30334	

**State OF GEORGIA
STATEWIDE CONTRACT
Attachment 1 to Exhibit 1
Contract Terms and Conditions for Goods and Ancillary Services**

A. DEFINITIONS AND GENERAL INFORMATION OF EXHIBIT 1

1. Definitions. The following words shall be defined as set forth below:

- (i) **"Agency"** means the Department of Administrative Services of the State of Georgia.
- (ii) **"Awarded Item Schedule"** means the summarizing document, if any, listing the goods and services as awarded and may also denote the Contractor providing such goods and services.
- (iii) **"Contract"** or **"Statewide Contract"** means the agreement between the Parties as defined by the Participating Addendum and Statewide Contract Form and their incorporated, exhibited and/or attached documents.
- (iv) **"Contractor"** means the provider(s) of the goods and services under the Statewide Contract.
- (v) **"Purchase Instrument"** means the documentation issued by the Agency or User Agencies to the Contractor for a purchase of goods and services in accordance with the terms and conditions of the Statewide Contract. The Purchase Instrument should reference the Statewide Contract and may include an identification of the items to be purchased, the delivery date and location, the address where the Contractor should submit the invoices, and any other requirements deemed necessary by the Agency or User Agencies.
- (vi) **"Response", "Contractor's Response" or "Final Response"** means the Contractor's submitted response to the RFP, including any modifications or clarifications accepted by the Sourcewell.
- (vii) **"RFP"** means all documents incorporated, exhibited and/or attached in the Sourcewell Request for Proposal, (and any amendments or addenda thereto and Contractor's Response.) specifically identified in the Statewide Contract Form or Participating Addendum that was issued to solicit the goods and/or services that are subject to the Statewide Contract.
- (viii) **"State"** means the State of Georgia, the Agency, User Agencies, and any other authorized state entities issuing Purchase Instruments against the Statewide Contract.
- (ix) **"Statewide Contract Form"** means the document that contains basic information about the Statewide Contract and incorporates by reference the applicable Contract Terms and Conditions, the RFP, Contractor's Response to the RFP, the final pricing documentation for goods and services and any mutually agreed clarifications, modifications, additions and deletions resulting from final contract negotiations. No objection or amendment by a Contractor to the RFP requirements or the Statewide Contract shall be incorporated, exhibited and/or attached by reference into this Statewide Contract unless the Agency has accepted the Contractor's objection or amendment in writing. The Statewide Contract Form is defined separately and referred to separately throughout the Statewide Contract Terms and Conditions as a means of

identifying the location of certain information. For example, the initial term of the Statewide Contract is defined by the dates in the Statewide Contract Form.

(x) **"User Agency" or "User Agencies"** means any offices, agencies, departments, boards, bureaus, commissions, institutions, or other entities of the State of Georgia entitled to or required to make purchases from this Statewide Contract.

2. **Certified Source of Goods and Services.** Pursuant to Section 50-5-57 of the Official Code of Georgia Annotated (O.C.G.A.), the Agency hereby certifies the Contractor as a source of supply to the User Agencies of the goods and services identified in this Statewide Contract. Orders shall be placed individually and from time to time by the User Agencies. The execution of this Statewide Contract only establishes the Contractor as an authorized source of supply by the Agency and creates no financial obligation on the part of the Agency.
3. **Priority of Contract Provisions.** Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void.
4. **Reporting Requirements.** Contractor shall provide all reports required by the RFP and this participating Addendum. In addition, unless otherwise provided in the RFP, Contractor shall keep a record of the purchases made pursuant to the Statewide Contract and shall submit a quarterly written report to the Agency.

B. DURATION OF CONTRACT

1. **Contract Term.** The Statewide Contract shall begin and end on the dates specified in the Statewide Contract Form unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Statewide Contract shall not be deemed to create a debt of the State for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.
2. **Contract Renewal.** The Agency shall have the option, in its sole discretion, to renew the Statewide Contract for additional terms on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the State, funding, and Contractor's performance. Renewal will be accomplished through the issuance of a Notice of Award Amendment. Upon the Agency's election, in its sole discretion, to renew any part of this Statewide Contract, Contractor shall remain obligated to perform in strict accordance with this Statewide Contract unless otherwise agreed by the Agency and the Contractor.
3. **Contract Extension/Rollover.** In the event that this Statewide Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified goods and services, the Agency may, with the written consent of Contractor and Sourcewell, extend this Statewide Contract for such period as may be necessary to afford the State a continuous supply of the identified goods and services. In the event Sourcewell rebids the contract (Primary Agreement), the Agency may, execute an Amendment that will Rollover the terms of this Participating Agreement to the new Sourcewell contract until such time that a Participating Addendum has been agreed upon.

C. DESCRIPTION OF GOODS AND SERVICES

1. **Specifications in Bidding Documents.** The Contractor shall provide all goods, services, and other deliverables in compliance with the specifications contained in the RFP and the terms of the Statewide Contract, plus those equipment, services and deliverables as may additionally be described in the Response that are within the scope of this Addendum.

2. **Product Shipment and Delivery.** All products shall be shipped F.O.B. destination. Destination shall be the location(s) specified in the RFP or any provided Purchase Instrument. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the User Agencies, regardless of when the hidden damage is discovered.
3. **Non-Exclusive Rights.** The Statewide Contract is not exclusive. The Agency reserves the right to select other contractors to provide goods and services similar to goods and services described in the Statewide Contract during the term of the Statewide Contract. User Agencies may obtain similar goods and services from other contractors upon prior approval of the Agency, which approval shall be made at the sole discretion of the Agency when it is deemed to be in the best interests of the State and shall be conclusive.
4. **No Minimums Guaranteed.** The Statewide Contract does not guarantee any minimum level of purchases.

D. COMPENSATION

1. **Pricing and Payment.** The Contractor will be paid for the goods and services sold pursuant to the Statewide Contract in accordance with the RFP and final pricing documents as incorporated, exhibited and/or attached into the Statewide Contract Form and the terms of the Statewide Contract. Unless clearly stated otherwise in the Statewide Contract, all prices are ceiling prices and are subject to variation. Prices include, but are not limited to freight, insurance, fuel surcharges and customs duties. User Agencies are solely and individually financially responsible for their respective purchases.
2. **Billings.** If applicable, and unless the RFP provides otherwise, the Contractor shall submit, on a regular basis, an invoice for goods and services supplied to the User Agencies under the Statewide Contract at the billing address specified in the Purchase Instrument or Statewide Contract. The invoice shall comply with all applicable rules concerning payment of such claims. User Agencies shall pay all approved invoices in arrears and in accordance with applicable provisions of State law.

Unless otherwise agreed in writing by the Agency and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the User Agencies for any goods or services provided by or on behalf of the Contractor under the Statewide Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Statewide Contract.

3. **Delay of Payment Due to Contractor's Failure.** If the User Agencies in good faith determine that the Contractor has failed to perform or deliver any service or product as required by the Statewide Contract, the Contractor shall not be entitled to any compensation under the Statewide Contract until such service or product is performed or delivered. In this event, the User Agencies may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the User Agencies to incur costs, the User Agencies may deduct the amount of such incurred costs from any amounts payable to Contractor. The User Agencies' authority to deduct such incurred costs shall not in any way affect the Agency's sole authority to terminate the Statewide Contract.
4. **Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the User Agency any sum or the User Agency must obtain substitute performance, the User Agency may set off the sum owed against any sum owed by the User Agency to the Contractor.

E. TERMINATION

1. **Immediate Termination.** Pursuant to O.C.G.A. Section 50-5-64, any purchase made pursuant to this Statewide Contract will terminate immediately and absolutely if the User Agency determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the User Agency cannot fulfill its obligations under the Statewide Contract, which determination is at the User Agency's sole discretion and shall be conclusive. Further, the Agency may terminate the Statewide Contract for any one or more of the following reasons effective immediately without advance notice:
 - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Statewide Contract effective as of the date on which the license or certification is no longer in effect;
 - (ii) The Agency determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
 - (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
 - (iv) The Contractor furnished any statement, representation or certification in connection with the Statewide Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.

2. **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the Agency to declare the Contractor in default of its obligations under the Statewide Contract:
 - (i) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the Agency's satisfaction, any material requirement of the Statewide Contract or is in violation of a material provision of the Statewide Contract, including, but without limitation, the express warranties made by the Contractor;
 - (ii) The Agency determines that satisfactory performance of the Statewide Contract is substantially endangered or that a default is likely to occur;
 - (iii) The Contractor fails to make substantial and timely progress toward performance of the Statewide Contract;
 - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Agency reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Statewide Contract;
 - (vi) The Contractor has engaged in conduct that has or may expose the Agency or the State to liability, as determined in the Agency's sole discretion; or

- (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the Agency, the State, or a third party.
3. **Notice of Default.** If there is a default event caused by the Contractor, the Agency shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the Agency may:
- (i) Immediately terminate the Statewide Contract without additional written notice; and/or
 - (ii) Procure substitute goods or services from another source and charge the difference between the Statewide Contract and the substitute contract to the defaulting Contractor; and/or,
 - (iii) Enforce the terms and conditions of the Statewide Contract and seek any legal or equitable remedies.
4. **Termination Upon Notice.** Following thirty (30) days' written notice, the Agency may terminate the Statewide Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation from the User Agency, upon submission of invoices and proper proof of claim, for goods and services provided under the Statewide Contract to the User Agencies up to and including the date of termination.
5. **Termination Due to Change in Law.** The Agency shall have the right to terminate this Statewide Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
- (i) The Agency's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency; and/or
 - (ii) The Agency's duties are substantially modified.
6. **Payment Limitation in Event of Termination.** In the event of termination of the Statewide Contract for any reason by the Agency, the User Agencies shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to the date specified in the notice of termination for which the User Agencies are obligated to pay pursuant to the Statewide Contract or Purchase Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the State under the Statewide Contract in the event of termination. The State shall not be liable for any costs incurred by the Contractor in its performance of the Statewide Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Statewide Contract.
7. **The Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the Agency, the Contractor shall:
- (i) Cease work under the Statewide Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Statewide Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the Agency may require;

- (ii) Immediately cease using and return to the State, any personal property or materials, whether tangible or intangible, provided by the State to the Contractor;
- (iii) Comply with the State's instructions for the timely transfer of any active files and work product produced by the Contractor under the Statewide Contract;
- (iv) Cooperate in good faith with the Agency, the User Agencies, and their employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- (v) Immediately return to the User Agencies any payments made by the User Agencies for goods and services that were not delivered or rendered by the Contractor.

F. CONFIDENTIAL INFORMATION

1. **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the State to the extent necessary to carry out the Contractor's responsibilities under the Statewide Contract. The Contractor shall presume that all information received pursuant to the Statewide Contract is confidential unless otherwise designated by the State. If it is reasonably likely the Contractor will have access to the State's confidential information, then:
 - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
 - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
 - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Statewide Contract; and
 - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Statewide Contract.

The private or confidential data shall always remain the property of the State. Some services performed for the Agency and/or User Agencies may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Statewide Contract.

2. **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Statewide Contract shall be disseminated except as authorized by law and with the written consent of the State, either during the period of the Statewide Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the State. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Statewide Contract, in whatever form it is maintained, promptly at the request of the State.
3. **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the State and cooperate with the State in any lawful effort to protect the confidential information.
4. **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the State any unauthorized disclosure of confidential information.

5. **Survives Termination.** The Contractor's confidentiality obligation under the Statewide Contract shall survive termination of the Statewide Contract.

G. INDEMNIFICATION

1. **Contractor's Indemnification Obligation.** The Contractor agrees to indemnify and hold harmless the State and State officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
- (i) Any breach of the Statewide Contract;
 - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent or subcontractor utilized or employed by the Contractor;
 - (iii) Any failure of goods to comply with applicable specifications, warranties, and certifications under the Statewide Contract;
 - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the goods or any parts thereof provided under the Statewide Contract;
 - (v) Claims, demands, or lawsuits that, with respect to the goods or any parts thereof, allege product liability, strict product liability, or any variation thereof;
 - (vi) The Contractor's performance or attempted performance of the Statewide Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
 - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Statewide Contract;
 - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
 - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Statewide Contract.
2. **Duty to Reimburse State Tort Claims Fund.** To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. **Litigation and Settlements.** The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or

compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

4. **Patent/Copyright Infringement Indemnification.** Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the State and indemnify the State against any award of damages and costs made against the State by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the software constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the Agency shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State unless approved by the State.

In case any of the software is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense:

- (i) Procure for the State the right to continue using the software;
- (ii) Replace or modify the same so that it becomes non-infringing; or
- (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the State if any such patent, or copyright infringement or claim thereof is based upon or arises out of:

- (i) Compliance with designs, plans or specifications furnished by or on behalf of the Agency as to the software;
- (ii) Use of the software in combination with apparatus or devices not supplied by Contractor;
- (iii) Use of the software in a manner for which the same was neither designed nor contemplated; or
- (iv) The claimed infringement of any patent or copyright in which the Agency or any affiliate or subsidiary of the Agency has any direct interest by license or otherwise.

5. **Survives Termination.** The indemnification obligation of the Contractor shall survive termination of the Statewide Contract.

H. **INSURANCE**

Contractor shall provide all insurance as required by this Participating Addendum.

I. **BONDS**

Not Applicable.

J. WARRANTIES

- 1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law.** All warranties made by the Contractor and/or subcontractors in all provisions of the Statewide Contract and the Contractor's Response, whether or not the Statewide Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the materials, goods and services to be provided, or by provision of samples to the State shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Statewide Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Contractor. The provisions of this section apply during the term of the Statewide Contract and any extensions or renewals thereof.
- 2. Warranty – Nonconforming Goods.** All goods delivered by Contractor to the User Agencies shall be free from any defects in design, material, or workmanship. If any goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the User Agencies shall have the option of returning, repairing, or replacing the defective goods at Contractor's expense. Payment for goods shall not constitute acceptance. Acceptance by the User Agencies shall not relieve the Contractor of its warranty or any other obligation under the Statewide Contract.
- 3. Compliance with Federal Safety Acts.** Contractor warrants and guarantees to the State that the goods provided under the Statewide Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
- 4. Originality and Title to Concepts, Materials, and Goods Produced.** Contractor represents and warrants that all the concepts, materials, goods and services produced, or provided to the State pursuant to the terms of the Statewide Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and services and the State's use of same and the exercise by the State of the rights granted by the Statewide Contract shall not infringe upon any other work, other than material provided by the Statewide Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and services contemplated by the Statewide Contract.
- 5. Conformity with Contractual Requirements.** The Contractor represents and warrants that the goods and services provided in accordance with the Statewide Contract will appear and operate in conformance with the terms and conditions of the Statewide Contract.
- 6. Authority to Enter into Contract.** The Contractor represents and warrants that it has full authority to enter into the Statewide Contract and that it has not granted and will not grant any

right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State.

8. **Obligations Owed to Third Parties.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Statewide Contract are or will be fully satisfied by the Contractor so that the State will not have any obligations with respect thereto.
8. **Title to Property.** The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the State is good and that transfer of title or license to the State is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the User Agencies.
9. **Industry Standards.** The Contractor represents and expressly warrants that all aspects of the goods and services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Statewide Contract, which shall take precedence.
10. **Contractor's Personnel and Staffing.** Contractor warrants that all persons assigned to perform services under this Statewide Contract are either lawful employees of Contractor or lawful employees of a Subcontractor authorized by the Agency as specified in the RFP. All persons assigned to perform services under this Statewide Contract shall be qualified to perform such services. Personnel assigned by Contractor shall have all professional licenses required to perform the services.
11. **Use of State Vehicles.** Contractor warrants that no State vehicles will be used by Contractor for the performance of services under this Statewide Contract. Contractor shall be responsible for providing transportation necessary to perform all services.

K. PRODUCT RECALL

In the event that any of the goods are found by the Contractor, the State, any governmental agency, or court having jurisdiction to contain a defect, serious quality or performance deficiency, or not to be in compliance with any standard or requirement so as to require or make advisable that such goods be reworked or recalled, the Contractor will promptly communicate all relevant facts to the Agency and undertake all corrective actions, including those required to meet all obligations imposed by laws, regulations, or orders, and shall file all necessary papers, corrective action programs, and other related documents, provided that nothing contained in this section shall preclude the Agency from taking such action as may be required of it under any such law or regulation. The Contractor shall perform all necessary repairs or modifications at its sole expense except to any extent that the Contractor and the State shall agree to the performance of such repairs by the State upon mutually acceptable terms.

L. CONTRACT ADMINISTRATION

1. **Order of Preference.** Pursuant to all contract activities in the State of Georgia, in the case of any inconsistency or conflict among the specific provisions of the Statewide Contract Terms and Conditions (including any amendments accepted by both the Agency and the Contractor attached hereto and the Awarded Item Schedule, if any), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the Participating Addendum with Exhibit 1: Statewide Contract Terms and Conditions and Exhibit 2: Customizable IBS Agreement.
- (ii) Second, by giving preference to the Sourcewell Master Agreement.
- (iii) Third, by giving preference to the specific provisions of the RFP.
- (iv) Fourth, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a Contractor that have not been explicitly accepted by the Sourcewell in writing shall not be included in this Statewide Contract and shall be given no weight or consideration.

2. Intent of References to Bid Documents. The references to the parties' obligations, which are contained in this document, are intended to supplement or clarify the obligations as stated in the RFP and the Contractor's Response. The failure of the parties to make reference to the terms of the RFP or the Contractor's Response in this document shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the RFP and the Contractor's Response. The contractual obligations of the Agency cannot be implied from the Contractor's Response.

3. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Statewide Contract, including Federal, State, and local food safety laws and requirements and without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Statewide Contract. Contractor and Contractor's personnel shall also comply with all State, Agency, and User Agency policies and standards in effect during the performance of the Statewide Contract, including but not limited to the Agency and User Agencies' policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Statewide Contract. Contractor certifies that Contractor is not currently engaged in and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. §50-5-85.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Statewide Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Statewide Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Statewide Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (i) Contractor has made false certification here in above; or
- (ii) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).

5. **Amendments.** The Statewide Contract may be amended in writing from time to time by mutual consent of the parties and upon approval by the Agency. All amendments to the Statewide Contract must be in writing and fully executed by duly authorized representatives of the Agency and the Contractor.
6. **Additional Party Beneficiaries.** There are no additional party beneficiaries to the Statewide Contract. The Statewide Contract is intended only to benefit the State, Sourcewell and the Contractor.
7. **Choice of Law and Forum.** The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Statewide Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Statewide Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
8. **Parties' Duty to Provide Notice of Intent to Litigate and Right to Demand Mediation.** In addition to any dispute resolution procedures otherwise required under this Statewide Contract or any informal negotiations which may occur between the State and the Contractor, no civil action with respect to any dispute, claim or controversy arising out of or relating to this Statewide Contract may be commenced without first giving fourteen (14) calendar days written notice to the State of the claim and the intent to initiate a civil action. At any time prior to the commencement of a civil action, either the State or the Contractor may elect to submit the matter for mediation. Either the State or the Contractor may exercise the right to submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with one another in selecting a mediator and in scheduling the mediation proceedings. Venue for the mediation will be in Atlanta, Georgia; provided, however, that any or all mediation proceedings may be conducted by teleconference with the consent of the mediator. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs; provided, however that the cost to the State shall not exceed five thousand dollars (\$5,000.00).

All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or employees of any mediation service, are inadmissible for any purpose (including but not limited to impeachment) in any litigation or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Inadmissibility notwithstanding, all written documents shall nevertheless be subject to the Georgia Open Records Act O.C.G.A. Section 50-18-70 et.seq.

No party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, forty-five (45) calendar days after the date of filing the written request for mediation with the mediator or mediation service, or sixty (60) calendar days after the delivery of the written demand for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the parties so desire.

- 9. Assignment and Delegation.** The Statewide Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
- 10. Use of Third Parties.** Except as noted within or may be expressly agreed to in writing by the Agency, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Statewide Contract or any of the work subsequently assigned under this Statewide Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Statewide Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Statewide Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Statewide Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the Agency. The Agency shall have the right to request the removal of a subcontractor from the Statewide Contract for good cause.
- 11. Integration.** The Statewide Contract made up of this Participating Addendum and the Master Agreement, including all solicitation documents and inclusive of the Contractor's response represents the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the these documents.
- 12. Headings or Captions.** The paragraph headings or captions used in the Statewide Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 13. Not a Joint Venture.** Nothing in the Statewide Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for goods and services and acting toward the mutual benefits expected to be derived here from. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Statewide Contract.
- 14. Joint and Several Liability.** If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Statewide Contract, and for any default of activities and obligations.
- 15. Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Statewide Contract, this Statewide Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the goods and services provided in connection with the Statewide Contract.
- 16. Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Statewide Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

17. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Statewide Contract on behalf of the party at the address identified in the Statewide Contract Form. Each such notice shall be deemed to have been provided:

- (i) At the time it is received; or,
- (ii) Within one (1) day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
- (iii) Within five (5) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

18. Cumulative Rights. The various rights, powers, options, elections and remedies of any party provided in the Statewide Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

19. Severability. If any provision of the Statewide Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Statewide Contract. Further, if any provision of the Statewide Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the Agency and the Contractor to amend, modify, eliminate, or otherwise change any part of this Statewide Contract shall not affect any other part of this Statewide Contract, and the remainder of this Statewide Contract shall continue to be of full force and effect.

20. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Statewide Contract. Contractor shall ensure that all personnel providing goods and services to the State are responsive to the State's requirements and requests in all respects.

21. Authorization. The persons signing this Statewide Contract represent and warrant to the other parties that:

- (i) It has the right, power and authority to enter into and perform its obligations under the Statewide Contract; and
- (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Statewide Contract and the Statewide Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

22. Successors in Interest. All the terms, provisions, and conditions of the Statewide Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

- 23. Record Retention and Access.** The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Statewide Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The Contractor should maintain separate accounts and records for the Agency and the User Agencies. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Georgia or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Statewide Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
- 24. Solicitation.** The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Statewide Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
- 25. Public Records.** The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
- 26. Clean Air and Water Certification.** Contractor certifies that none of the facilities it uses to produce goods provided under the Statewide Contract are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the Agency of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
- 27. Debarred, Suspended, and Ineligible Status.** Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the Agency if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
- 28. Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
- 29. Taxes.** User Agencies are exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Contractor's employee's wages. User Agencies are exempt from State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request. Contractor or an authorized subcontractor has provided the Agency with a sworn verification regarding the filing of unemployment taxes or persons assigned by Contractor to perform services required in this Statewide Contract, which verification is incorporated, exhibited and/or attached herein by reference.
- 30. Certification Regarding Sales and Use Tax.** By executing the Statewide Contract the Contractor certifies it is either (a) registered with the State Department of Revenue, collects,

and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Statewide Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

31. Delay or Impossibility of Performance. Neither party shall be in default under the Statewide Contract if performance is delayed or made impossible by an act of God. In each such case, the delay or impossibility must be beyond the control and without the fault or negligence of the Contractor. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Statewide Contract.

32. Limitation of Contractor's Liability to the State. Except as otherwise provided in this Statewide Contract, Contractor's liability to the State for any claim of damages arising out of this Statewide Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Statewide Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to State equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such State equipment or other property in the care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

33. Obligations Beyond Contract Term. The Statewide Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Statewide Contract. All obligations of the Contractor incurred or existing under the Statewide Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Statewide Contract.

34. Counterparts. The Agency and the Contractor agree that the Statewide Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.


35. Further Assurances and Corrective Instruments. The Agency and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Statewide Contract.

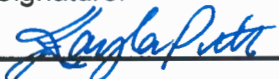
36. Transition Cooperation and Cooperation with other Contractors. Contractor agrees that upon termination of this Statewide Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the State or another contractor. The Contractor shall provide full disclosure to the State and the third-party contractor about the equipment, software, or services required to perform services for the State. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the services to the State or to another contractor. Further, in the event that the State has entered into or enters into agreements with other contractors for additional work related to services rendered under the Statewide Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other Supplier.


End of Exhibit 1.

Entire Agreement. This Participating Addendum, including all Exhibits and documents incorporated, exhibited and/or attached hereunder or attached, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. No amendment to the Agreement shall be valid unless made in a writing of equal dignity and signed by both parties. No representation, request, instruction, directive or order, made or given by any official of User Agency or of any agency of the State of Georgia, whether verbal or written, shall be effective to amend this Agreement or excuse or modify performance hereunder unless reduced to a formal amendment and executed as set forth above. Contractor shall not be entitled to rely on any such representation, request, instruction, directive or order and shall not, under any circumstances whatsoever, be entitled to additional compensation, delay in performance, or other benefit claimed for relying upon or responding to any such representation, request, instruction, directive or order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below:

a. Contractor/Supplier: Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service
Signature: 
Name: Owen M. Roberts iv
Title: General Manager
Date: 2-15-2022

b. Manufacturer: Blue Bird Body Company
Signature: 
Name: KAYLA PITTS
Title: REGIONAL SALES MANAGER
Date: 02-17-22

c. Participating Entity: STATE OF GEORGIA
Signature: 
Name: Jim Barnaby
Title: Deputy Commissioner, State Purchasing Division, Department of Administrative Services
Date: 5/18/2022

Attachment 1: Yancey Brothers, Inc. d/b/a Yancey Brothers Bus Sales and Service Georgia Pricing Documents