

**Solicitation Number: RFP #060920****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Lion Electric Co., 921 Chemin de la Rivière du N Saint-Jérôme QC J7Y 5G2 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

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

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires August 1, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in

Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

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

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, upon reasonable notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

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

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

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

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

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused

by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcwell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

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

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcwell and Sourcwell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcwell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcwell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcwell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcwell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcwell in advertising and promotional materials for the purpose of marketing Sourcwell's relationship with Vendor.
 - b. Vendor grants to Sourcwell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcwell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and

promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

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

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

20. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor 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 Contract.

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

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

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. 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.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor 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 Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors 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. Vendors 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. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

also includes timely and reasonable access to Vendor’s personnel for the purpose of interview and discussion relating to such documents.

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

24. CANCELLATION

Sourcewell and Vendor may cancel this contract at any time by mutual written agreement. Sourcewell or Vendor may also cancel this Contract, with or without cause, upon 60 days’ written notice to the other party. Among other causes, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell
DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 7/30/2020 | 3:50 PM CDT

The Lion Electric Co.
DocuSigned by:
By: Marc-Andre Page
80B336C9549747F...
Marc-Andre Page
Title: Vice President of Commercial Operations
Date: 7/31/2020 | 8:41 AM CDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 7/31/2020 | 9:36 AM CDT

RFP 060920 - Class 4-8 Chassis with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Lion Buses Inc
Does your company conduct business under any other name? If yes, please state: The Lion Electric Co.
Address: 921 Ch. de la Rivière du Nord
Saint-Jerome, Quebec J7Y5G2
Contact: Marie Bedard
Email: marie.bedard@thelionelectric.com
Phone: 514-717-3703
HST#: 981026310

Submission Details

Created On: Tuesday May 19, 2020 11:24:32
Submitted On: Tuesday June 09, 2020 14:46:29
Submitted By: Marie Bedard
Email: marie.bedard@thelionelectric.com
Transaction #: dc034723-8024-4b0e-b9df-5ee8b0fbf444
Submitter's IP Address: 64.228.163.225

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	The Lion Electric Co.
2	Proposer Address:	921 Chemin de la Rivière du N, Saint-Jérôme, QC J7Y 5G2
3	Proposer website address:	www.thelionelectric.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Marc-Andre Page – Vice President of Commercial Operations 921 Chemin de la Rivière du N, Saint-Jérôme, QC J7Y 5G2 450.512.5065 Marcandre.page@thelionelectric.com
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Marie Bedard – Director of Commercial Operations 921 Chemin de la Rivière du N, Saint-Jérôme, QC J7Y 5G2 514.717.3703 Marie.bedard@thelionelectric.com
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Gary Lalonde – Vice President, Sales 921 Chemin de la Rivière du N, Saint-Jérôme, QC J7Y 5G2 514.515.5466 gary.lalonde@thelionelectric.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>EXECUTIVE SUMMARY</p> <p>The Lion Electric Co. (Lion) is the leading purpose-built, zero-emission heavy-duty truck and bus manufacturer. Our technology is proven, with over 300 electric vehicles on the road throughout North America, able to travel up to 250 miles (400 km) on a single charge and satisfying the majority of urban route ranges.</p> <p>THE LEADER IN THE BATTERY ELECTRIC ARENA WITH THE MOST EXPERIENCE IN THE MARKET</p> <p>Because our vehicles are deployed in different parts of the continent, we're one of the only heavy-duty electric vehicle manufacturers that can confidently say that we haven't experienced battery failure in extreme climate conditions: frigid or hot. The objectives of this proposal are to successfully deploy electric vehicles tailored to your requirements.</p> <p>Building on the accomplishment of our celebrated zero-emission school buses, our trucks and shuttle buses utilize the same powertrain, motor, and batteries. Our team specializes in zero-emission heavy-duty vehicle applications and is one of the few manufacturers in North America to dedicate its production to zero emission, fully integrated heavy-duty vehicles only.</p> <p>Lion developed its all-electric vehicles based on direct end-user feedback, including optimization of visibility and unparalleled tight turning radius, thus ensuring rapid adoption from drivers. Our technology has been tested and proven in real-life settings; we have gathered battery data from all our deployed vehicles and developed an expertise with battery electric vehicles that cannot be equaled. Additionally, Lion is one of only a few OEMs that does not offer a "retrofit" solution on a diesel chassis. Our vehicles are purpose-built to be electric.</p>

		<p>Lion vehicle components require very little maintenance, thus reducing costs, as there are no fluids and fewer moving parts on our vehicles than on internal combustion vehicles. Our vehicles also have regenerative braking that reduces the number of times the brakes need to be replaced. We represent the best return on investment for Sourcewell members. You can find out more about how our technology reduces your overall costs in the RETURN ON pamphlet of this RFP.</p> <p>In addition to operation and economic benefits, our zero-emission trucks eliminate criteria pollutant and greenhouse gas emissions in the heavy transportation corridors throughout North America, and create a safer, cleaner, and healthier environment for the surrounding communities and the drivers who operate the vehicles.</p> <p>Lion also has the fastest delivery timeline in the industry. Over the past decade, we have built a team that specializes in zero-emission heavy-duty vehicle deployments and has unparalleled skills and knowledge in the all-electric heavy-duty vehicle industry. This team is poised to work with Sourcewell members to deploy zero-emission vehicles across North America. Each team member has relevant experience in transportation electrification and brings extensive knowledge in their respective field of expertise.</p> <p>Electrifying transportation fleets is a critical part of reducing our carbon footprint. By purchasing Lion vehicles, Sourcewell members will accelerate the development of this technology, successfully contribute to safeguarding the environment for future generations, and improve air quality in their communities by integrating Lion's all-electric heavy-duty vehicles into their everyday operations.</p> <p>In summary:</p> <p>Global Leader in Deploying Electric Vehicles // Lion has already deployed vehicles with more than 6 million miles/10 million kilometers of service and recorded data. We are in a unique position to have operating data and a history of advancing our technology towards a zero-emission future. Lion is the most experienced in this field, from infrastructure support, to service, to on-time delivery.</p> <p>Lion is a Vehicle-to-Grid (V2G) Solution Provider, Today // Lion is the only manufacturer to offer a V2G solution that has been put forward and tested for continuous improvement.</p> <p>Born to be Electric // Our buses are not retrofitted diesel vehicles. They are born to be electric.</p> <p>2,500 Vehicle-Per-Year Manufacturing Capacity // As interest and demand has increased for our vehicles, we have scaled our manufacturing capacity over the last three years to respond to this demand in a timely manner. Our facilities do not need to be re-tooled or re-configured to accommodate the production of our vehicles.</p> <p>Committed 2020-2021 Deliveries // Lion has the fastest delivery timeline of zero-emission heavy-duty vehicles in the industry.</p> <p>Lion would like to thank you for the opportunity to submit our proposal. We look forward to working closely with Sourcewell administrators and members to deliver on time, quality, zero-emission trucks, while providing robust service and training all over North America. We believe Lion's core values align with Sourcewell's, primarily because we both desire to provide end-users with the market's most innovative and complete turnkey solutions, poised to provide an answer to all their requirements while offering them a sustainable option for their fleets.</p>
8	What are your company's expectations in the event of an award?	<p>Lion believes in building lasting relationships with our customers. We hope to become partners on their path to electrification, offering our extensive experience to assist them through this project/award. We strive to provide the highest-quality vehicles on the market, while greatly contributing to the overall greenhouse gas emissions reduction in North America. Further, if awarded, Lion expects to work closely with Sourcewell staff to generate sales in multiple markets. Our expectations are to respect the agreement with Sourcewell and honor our contract with Sourcewell.</p>
9	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.	<p>As a privately held company, Lion would prefer to keep its customer revenues, operating revenues, and assets private. Lion's largest shareholder is Power Corporation, a diversified international management and holding company with a market capitalization in excess of \$20 billion. Additionally, Lion has access to sufficient liquidity from existing credit lines in place to support its operations and its growth plans. Lion would be happy to share additional information about our financial wherewithal upon request, as necessary. As such, please see our CFO'S Lion Viability letter uploaded as supporting documentation with this RFP response.</p>

10	What is your US market share for the solutions that you are proposing?	<p>The heavy-duty vehicle industry is beginning its transition to electric. Multiple states have begun to incentivize the electrification of fleets, and multiple additional states are working on their electrification plans. Incentives to offset the upfront capital cost of electric vehicles have helped Lion gain momentum in states like California and New York.</p> <p>Our existing customer base includes public school districts, state contracts, and private fleets. Lion strives to expand on that existing client base and continues to innovate with new products. Because EV is a relatively new industry, Lion has a fraction of the potential market share, with expected significant growth in the next few months/years. In fact, Lion currently has less than 0.01% of the overall truck market – the electric truck market is also 0.2%* of the total truck market today. Lion thus has an enormous potential to grow in North America.</p> <p>Further, Lion continues to influence policies on electrification and fight against transportation technologies that cause criteria pollutant and greenhouse gas emissions. Lion is extremely well-positioned today to capture significant market share in the US in the short-term and long-term.</p> <p>(*Source: Statista, February 2020)</p>	*
11	What is your Canadian market share for the solutions that you are proposing?	<p>The heavy-duty vehicle industry is beginning its transition to electric. Multiple Provinces have begun to incentivize the electrification of fleets, and multiple additional provinces are working on their electrification plans. Incentives to offset the upfront capital cost of electric vehicles have helped Lion gain momentum in provinces like Quebec.</p> <p>Our existing customer base includes public school districts, state contracts, and private fleets. Lion strives to expand on that existing client base and continues to innovate with new products. Because EV is a relatively new industry, Lion has a fraction of the potential market share, with expected significant growth in the next few months/years. In fact, Lion currently has less than 0.01% of the overall truck market – the electric truck market is also 0.2% of the total truck market today. Lion thus has an enormous potential to grow in North America.</p> <p>Further, Lion continues to influence policies on electrification and fight against transportation technologies that cause criteria pollutant and greenhouse gas emissions. Lion is extremely well-positioned today to capture significant market share in Canada in the short-term and long-term.</p> <p>(*Source: Statista, February 2020)</p>	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Lion has never petitioned for bankruptcy protection.	*
13	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</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>Lion is best described as a manufacturer, but we are also a dealer and service provider. As an all-electric OEM, Lion has chosen to sell direct where possible and legally allowable. This decision comes from the fact that the dealership model is based on a fuel legacy business and does not meet the requirements and needs of the EV business. Tesla, for example, has decided to follow this model as well. The reason behind this is that traditional dealerships are not trained and do not have the required tools, parts, and staff to appropriately service electric heavy-duty vehicles. Operating an EV dealership requires specific training and skillsets that traditional dealerships don't typically have access to. Lion follows a defined and organized procedure to maximize sales, reduce downtime for customers, and meet local laws:</p> <ol style="list-style-type: none"> Salesforce <p>Lion's salesforce is solely focused on selling all-electric heavy-duty trucks. We have dedicated team members that are trained and specialized on Lion EV trucks. In fact, Gary Lalonde, Mark McGrew, Nate Baguio Marc-Andre Page, Pier-Luc Laurin, Frédéric Proulx, Yves Provencher, just to name a few, all have over 15 years of experience and have worked in the heavy-duty fleet market for many years. They now specialize in EV sales/deployments and are supported by multiple Lion Teams that are currently deploying electric heavy-duty vehicles all over North America. We have over 80 engineers that have been working in the truck market for decades and have joined Lion to create, manufacture, and deploy high quality, clean zero-emission trucks. With close to 300 industry specialists, our experience cannot be matched. Please refer to our IMPORTANT CONTACTS – TEAM QUALIFICATIONS AND BIOGRAPHIES at pages 1 and 2 of the Sales, Service, Distribution Network pamphlet attached, which lists all key resources for our potential clients.</p> <ol style="list-style-type: none"> Experience Centers <p>Lion currently owns and operates five Experience Centers across North America (Los Angeles, Sacramento, Albany NY, Seattle, and Quebec). Our Experience Centers serve as dedicated spaces to learn about electric buses and trucks and as EV training centers where individuals in the EV industry can gather for educational</p>	*

purposes. Parts and inventory are also held at our Experience Centers to rapidly accommodate clients' needs. Lion will typically deploy an Experience Center where there is a significant volume (15+) of Lion vehicles to ensure a smooth transition to electric, provide ongoing training and support, and to be able to perform any service requests. We plan on opening five more Experience Centers in 2020 with a potential of fifteen within the next twelve months. As part of our Experience Centers, Lion has also created the Lion Academy.

Lion may also leverage its Experience Centers to become its own dealer in specific states. For example, Lion currently has a dealership license in California and Washington State. Lion constantly works on expanding its Experience Centers, Dealerships, and/or third-party dealers (see below) to expand its market share across North America. Please also note that Lion can sell from a Lion Dealership everywhere in the United States and in Canada.

3. The Lion Academy

Based on its experience delivering and servicing electric buses, Lion has developed a training program, the Lion Academy, that provides a full schedule of free classes to customers. The trainings are offered to a wide range of industry stakeholders such as drivers, mechanics, technicians, air districts, business officials, and transportation professionals. Lion's customized trainings are built to share different levels of electric vehicle knowledge based on different criteria. The Lion Academy's main goal is to provide an overview of how EVs work at different levels based on the person or group's knowledge. In most cases, electric trucks are new for customers and training is necessary to help bridge the knowledge gap from diesel to electric. We have found that when a wide range of people attend EV trainings, they are typically more receptive to the new technology and eager to learn more about the possibility to operate, drive, and maintain these clean vehicles.

The Lion Academy is not limited to our Experience Centers. We also provide training at customer sites all across North America to ensure that our knowledge and expertise is transferred to all interested stakeholders rapidly and efficiently.

Our training curriculum is extremely detailed. An in-depth training can last up to 6 hours to ensure that all parties are comfortable working on the electric truck once it is delivered. Lion provides easy access to electric truck components, charging station plug-ins, and specific EV tools to facilitate the transition to electric vehicles and the comprehension of how the electric components work. Our interactive classes cover various topics, such as safety, troubleshooting, electric chargers, EV components, maintenance, repairs, warranty work, driver tips, accessories, etc.

4. Infrastructure

As part of the Lion Academy, Lion also offers assistance with infrastructure project management.

Based on our extensive experience, Lion assists customers with preparing vehicle sites for infrastructure, including pairing trucks with appropriate charging technology, determining the need for utility upgrades, and timing truck delivery with infrastructure installation. Lion has a project management team focused on infrastructure and key partnerships with stakeholders such as utilities and local electrician-approved networks and EVSE-approved vendors. We recognize that it is important to initiate the infrastructure discussion with the utility, electrician, manufacturer, and customer early in the process. We will work closely with electricians to initiate the process and with the different utility providers across all jurisdictions to identify any potential upgrades or additional work needed in order to time the truck delivery with the infrastructure installation to ensure the highest level of customer service and consumer acceptance and adoption.

5. Grant Assistance

As part of the Lion Academy, Lion also offers assistance with grant applications and project management to apply for subsidies.

It comes as no surprise that electric heavy-duty vehicles are currently subsidized to cover the incremental cost of the electric truck. Although the total cost of ownership of a Lion truck is lower than an equivalent diesel truck, the upfront capital cost can represent a burden for some fleets. Lion has a Grant Team dedicated to assisting customers with identifying and applying for grant funding opportunities across the United States and Canada. Lion was the first manufacturer to receive modern Type 1 zero-emission battery electric vehicle funding in the nation. To help our customers deploy zero-emission vehicles, we identify, leverage, and secure funding opportunities. We have the strongest ability to leverage funding and the most relevant battery electric experience in the industry. We have secured funding across all of North America, totaling over \$50 million in grant funds.

		<p>6. Service</p> <p>Lion has a Mobile Technical Support Team that travels to customer sites to assist with service needs. The Mobile Teams located at the various Lion Experience Centers are equipped to provide remote technical assistance to all customers, regardless of their location. Lion's electric trucks are equipped with remote access and on-board components that allow easily accessible troubleshooting as well as free software update capabilities. If Lion does not have an Experience Center nearby, Lion will work with local third-party service providers to reduce downtime. In fact, Lion works with local air conditioning repair shops or body shops when needed. Please see the SERVICE AND MAINTENANCE at pages 5 and 6 of the Sales, Service, Distribution Network pamphlet for additional details.</p> <p>7. Parts</p> <p>Lion has long-term relationships with critical electrical and non-electrical components suppliers and has been using industry-standard components to make maintenance easier for mechanics and technicians, as they are already familiar with these components. Please refer to our Parts and Distribution Centers at pages 11 and 12 of the Sales, Service, Distribution Network pamphlet for additional details.</p> <p>8. Third Party Dealers</p> <p>When selling direct and servicing direct is not available to Lion in specific areas, we have taken the approach to partner with local dealers in order to meet state laws. For example, Lion works with a local dealership in New Jersey and New York that represents Lion in the market and sell its vehicles. Lion also has a legal team evaluating each market to ensure that we comply with state laws and requirements. Lion can assure Sourcewell that it will meet state requirements when deploying electric trucks in multiple markets if awarded through this solicitation.</p>
14	<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>Lion's client list extends all over North America, in different states and provinces. We are acutely aware of the varied certifications, specifications, compliances, and licenses required by different jurisdictions and take all actions necessary to satisfy them. Lion has in-house counsel that ensures that we satisfy all license and certification requirements. In fact, Lion engages in a thorough legal review of all states where we have deployed or plan on deploying our products. We have listed below the various licenses we currently hold in different states:</p> <p>USA</p> <ul style="list-style-type: none"> • California: Lion Dealer License, manufacturer License, Seller's permit • Washington: Lion Dealer License, manufacturer License • New Jersey: Third-party Dealer • New York: Third-Party Dealer <p>Canada</p> <ul style="list-style-type: none"> • Manufacturer License <p>All other states either accept direct sales from Lion (Massachusetts and Minnesota for example), are under review for next steps, or sales can be processed by a Lion Dealer in those other states.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>None, Not Applicable</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	<ol style="list-style-type: none"> 1. NOVAE Prize – Impact project of the year 2. ZANITH GALA Prize – Enterprise that has distinguished itself internationally 3. Québec Employment Creators – Grand Prize & Québec Prosperity Creator 4. MERCADOR Prize – Innovative Exporter 5. Quebec Employment Creator Prize – Champion Creator 6. California Energy Commission – Lion was selected as the preferred manufacturer by the Energy Commission to supply over 200 electric school buses in a short timeframe to accelerate the deployment of electric school buses throughout the state.
17	What percentage of your sales are to the governmental sector in the past three years	Because of our ability to comply with different state laws and regulations, 98% of our sales have been to government agencies across Canada and the United States. As our truck business continues to grow in North America, we expect this number to change as more private fleets will also look to begin their transition to electric. However, as funding continues to target the public sector, we expect a continued growth of sales within the governmental sector as well.
18	What percentage of your sales are to the education sector in the past three years	98% of our sales are to the education sector, such as school districts.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Lion is currently listed on the following state contracts:</p> <ol style="list-style-type: none"> 1. Department of General Services (DGS) in California <ol style="list-style-type: none"> a. Purchase orders by participating public agency fleets have not been placed as of yet. 2. North Carolina Sheriff <ol style="list-style-type: none"> a. Purchase orders by participating public agency fleets have not been placed as of yet. 3. Lion has received multiple awards and is listed on State Contracts with its electric school buses. We will supply this information on the Sourcwell school bus solicitation.
20	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?	Lion is not currently listed on any GSA contract or SOSA.

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *
Keolis Canada	Steven Bradley	450-585-1210 ext. 1253
Rescue Union School District	Claudia Spillers	530-672-4312
Twin Rivers Unified School District	Timothy Shannon	916-566-1600 ext. 37000

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Twin Rivers Unified School District	Education	California - CA	Type C electric school bus (LionC)	17 all-electric buses	\$6,800,000
Keolis Canada	Education	QC - Quebec	Type C electric school bus (LionC)	25 all-electric buses	\$10,000,000
Elk Grove Unified School District	Education	California - CA	Type C electric school bus (LionC)	8 all-electric buses	\$3,200,000
Cajon Valley Unified School District	Education	California - CA	Type C electric school bus (LionC)	5 all-electric buses	\$2,000,000
Washington Unified School District	Education	California - CA	Type C electric school bus (LionC)	4 all-electric buses	\$1,600,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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 *
23	Sales force.	<p>As mentioned at Line 13 from Table 2 of this RFP response, Lion has an in-house sales force. Selling an electric heavy-duty vehicle is completely different than selling a diesel vehicle, and our sales team must be trained on the particularities of our Lion vehicles. We have developed return on investment and total cost of ownership tools specific to our vehicles based on actual data – our sales team leverages this to highlight the benefits of EV. The upfront capital cost of an electric vehicle is about three times more than a diesel vehicle. However, its operational and maintenance costs can be reduced by 80% and 60% compared to its diesel equivalent. Mastering data, understanding charging infrastructure, and having the capacity to leverage subsidies are all aspects of a sale that do not exist in the traditional fuel world. This is just a snapshot of the intricacies of electric truck sales.</p> <p>Should you have any questions about our vehicles, the Lion Sales Team has the technical expertise and experience to successfully answer any questions. They consist of key Lion members that have successfully worked to deploy and service Lion vehicles across North America for the past several years. In fact, all have over 15 years of experience and have worked in the heavy-duty fleet industry for many years.</p> <p>Lion has multiple different departments that grow each week. Our engineering team has over 80 full-time employees, our production team has over 100 full-time employees, our finance department has 10 full-time employees, our service team has 25 full-time employees, our sales team has over 20 full-time employees, our grant team has 5 full-time employees, our commercial operations team has 5 full-time employees, and our quality control team has over 10 full-time employees. We have listed the most influential and largest departments.</p> <p>Please refer to our IMPORTANT CONTACTS – TEAM QUALIFICATIONS AND BIOGRAPHIES starting at page 1 of the Sales, Service, Distribution Network pamphlet attached.</p>

24	Dealer network or other distribution methods.	<p>Throughout the United States and Canada, Lion combines direct sales, service providers, and third-party dealers to create a robust, results-driven sales network. There are multiple states where Lion has opened Parts Distribution Centers and/or Experience Centers along with applying and receiving our Dealership License. Further, as mentioned, Lion has also partnered with local dealers, for example with HK in New York and New Jersey, combining our mutual expertise to ensure that end-users have all the local support they need. Additionally, Lion sales can be processed by a Lion Dealer in any state.</p> <p>Please refer to our PARTS DISTRIBUTION CENTER starting at page 11 of the Sales, Service, Distribution Network pamphlet for additional information.</p>	*
25	Service force.	<p>We have well over the required amount of resources and experience needed to service a contract of this scale. As described in our PARTS DISTRIBUTIONS CENTER at pages 11 and 12 of the Sales, Service, Distribution Network pamphlet, our network is already well established and mature for the electric vehicle industry. Our service team is just as well established and is made up of individuals who are experts in their fields, and who are available in a variety of locations throughout our geographically diverse network. They have been working on electric vehicles for years and have an experience that is rare to find in an industry that is relatively young.</p> <p>Our technicians are well trained in all aspects of servicing and maintaining our vehicles, and their training is continuous throughout their employment. The longer a technician is with Lion, the more they learn about our vehicles and about all electric vehicles in general, and they have many chances to progress within Lion.</p> <p>We are proud to say that we are helping create the next generation of electric vehicle experts. We are currently looking to add more technicians to our service team and plan to greatly expand our network of service experts in the coming years. Please refer to our IMPORTANT CONTACTS – TEAM QUALIFICATIONS AND BIOGRAPHIES at pages 2 and 3 of the Sales, Service, Distribution Network pamphlet (attached) to get better acquainted with some of our qualified technicians and their experience.</p> <p>Lion's support teams are available for remote and onsite support for all trucks even after the warranty has expired. Lion is committed to providing impeccable after-market service while making sure that those operations are sustainable for our customers. We constantly seek to improve our service to reduce our clients' total cost of ownership, reduce their energy consumption and maintenance costs, and provide tips and ongoing training to continue to implement our recommended best practices for servicing and maintaining their electric vehicles.</p> <p>Lion offers clear service agreements to fleets to perform maintenance and/or repairs on their electric trucks. Each customer receives Lion's assistance on their vehicles to continue their fleet maintenance over the vehicle's lifespan, even if the warranty has expired.</p>	*

26	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>Each one of Lion's locations (Experience Centers, third-party suppliers, dealerships) have the necessary staff and parts to service any customers who may procure trucks as a result of this contract, regardless of their location. Many repairs and service events can be performed remotely with electric vehicles, so in-person visits or parts shipping may not always be necessary. However, our service teams are available to travel to customer sites to assist with more complex repairs or warranty work. Lion has a Mobile Technical Support Team that travels to our clients to assist with such service needs.</p> <p>The technical support team is equipped with the tools and experience to provide remote technical assistance to all customers, regardless of their location, significantly reducing downtime for fleets. Lion's electric vehicles are equipped with remote access and on-board components that allow easily accessible troubleshooting as well as free software update capabilities. Lion provides thorough training to every customer so that they can perform warranty and non-warranty work on their trucks in the most effective way possible. Each one of our Experience Centers is outfitted with the necessary tools to help our service team perform repairs and warranty work, even for more complicated technical help. In the event that a tool is needed and not available, a Center elsewhere will either ship the needed tool, or the tool will be added to the inventory of the Experience Center to ensure that our technicians always have access to what they need to get their jobs done. We pride ourselves in having a response time under a few hours and a resolved problem within 48 hours 94% of the time. No matter where a customer is located, we can guarantee them great customer service. A detailed document is provided to all customers upon delivery in which the warranty claim procedures, parts ordering forms, and technical assistance procedures are included. Lion also trains customers' technicians on procedures to follow when servicing their electric vehicles.</p> <p>Each service procedure is followed by a customer satisfaction survey that evaluates the work of our technicians, our responsiveness, and the quality of our work. It is crucial for us to provide the best customer experience possible and learn from our customers' experiences. The feedback we have received has allowed us to improve the quality of our vehicles and even to consider offering different options to fleets. Documentation and virtual training videos online are also provided to customers that can remind them how to maintain their vehicles and perform specific repairs. If the technician is unsure, he/she can call our customer support line and Lion's specialists will guide them through the required process to perform the maintenance item.</p> <p>Each Sourcewell member that will invest in electrifying their fleet with a Lion vehicle can perform repairs that are covered under warranty and will be reimbursed for the labor involved in the repair. If parts are needed, Sourcewell members can order directly from Lion by calling toll free 1-855-546-6706, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Eastern Time, and they will be reimbursed for parts covered under warranty. Please refer to our PARTS DISTRIBUTIONS CENTERS at pages 11 and 12 of the Sales, Service, Distribution Network pamphlet for more information. It is our philosophy to make sure that not only does the customer have superior equipment, but that the quality of our customer service is equally outstanding.</p>	*
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We look forward to accelerating and supporting different entities in the United States towards their electrification goals. Lion has the ability and willingness to provide our products and services to Sourcewell participating entities throughout the United States. As mentioned throughout our solicitation responses, we have already invested early and deeply to successfully deploy electric heavy-duty vehicles across North America.</p> <p>We strongly believe in our capacity to produce high quality zero-emission heavy-duty vehicles with on-time deliveries and continued support.</p>	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We look forward to accelerating and supporting different entities in Canada towards their electrification goals. Lion has the ability and willingness to provide our products and services to Sourcewell participating entities in Canada. As mentioned throughout our solicitation responses, we have already invested early and deeply to successfully deploy electric heavy-duty vehicles across North America.</p> <p>We strongly believe in our capacity to produce high quality zero-emission heavy-duty vehicles with on-time deliveries and continuous customer support.</p>	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There is no geographic area where we anticipate not being able to service through the proposed contract.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There is no entity or sector that Lion will not fully service.	*

31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Based on the remoteness of some participating entities located in Hawaii, Alaska, and in the US Territories, we might require additional delivery time to be taken into consideration, based on different shipping delays or restrictions, if needed. We do not anticipate any contract requirements or restrictions.
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Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>In order to provide a clear understanding of our marketing strategy, we have uploaded numerous documents along with our RFP response including:</p> <ul style="list-style-type: none"> • BROCHURES: All of the proposed Lion electric trucks (cab and chassis) as well as their respective equipment for this RFP with their detailed specifications for each one of the vehicles proposed; • BIOGRAPHIES starting at pages 1 to 4 of the Sales, Service, Distribution Network pamphlet that give additional details regarding our entire team, including key members of our Lion team; • ONBOARD TELEMATICS PACKAGING at page 10 of the Sales, Service, Distribution Network pamphlet detailing the different options available to our customers; • PARTS DISTRIBUTION CENTERS at pages 11 and 12 of the Sales, Service, Distribution Network pamphlet detailing our infrastructure and locations throughout North America; • QUALITY ASSURANCE AND QUALITY CONTROL at pages 2 and 3 of the Infrastructure, Quality Control and Safety pamphlet providing in depth information regarding our internal quality control processes; • RETURN ON INVESTMENT pamphlet detailing comprehensive information regarding investing in clean transportation; • SAFETY LOCKOUT/TAGOUT quick reference guide at pages 5 and 6 of the Infrastructure, Quality Control and Safety pamphlet for our customers; • SERVICE, TRAINING AND MAINTENANCE at pages 5 to 9 of the Sales, Service, Distribution Network pamphlet providing a robust explanation of Lion Academy training and maintenance program; • APPENDIX A – LIMITED WARRANTY, APPENDIX B - Lion Warranty HV Battery System in the Lion Warranty pamphlet providing details regarding our warranties <p>These will provide additional insights into Lion's ideology, mandate to help reduce harmful gas emissions throughout our two great nations, and goals. Our marketing strategy can best be described as a partnership towards electrification and economic benefits. We have a singular goal in mind: to help reduce greenhouse gas emissions along all transportation corridors, and in our communities!</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our Marketing Team uses all social media platforms. The Lion Marketing Team mostly leverages Facebook, LinkedIn, Instagram, and Twitter to advertise our brand. The Marketing Team also uses targeted Mailchimp campaigns in specific regions. Our Lion website is also a helpful tool for early conversations with customers. Further, Lion has promoted its products in specific markets through webinars, which have been very successful during this difficult time, to address general and detailed EV questions related to Lion products, charging infrastructure assistance, the Lion Academy, etc.</p> <p>As the leader in electric heavy-duty vehicles in North America, Lion's mission is to educate and promote EV while continuing to develop platforms that are of the highest quality.</p>

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Lion wholeheartedly agrees that Cooperative contracts like Sourcewell are Lion's best marketplace position right now. Sourcewell facilitates the procurement process for entities that do not want to go through an RFP process by drastically saving time to both OEMs and customers as well as streamlining the RFP process that can be difficult on both sides. Sourcewell is in itself a competitive RFP process, with its core mandate to ensure that no due process is omitted; therefore, the cooperative purchasing satisfies all legal requirements. As far as integrating a Sourcewell awarded contract, our manufacturing capacity will certainly accommodate an influx of new customers. As mentioned before, our manufacturing capacity is quite able to adjust to large orders, with dedicated assembly lines, Quality Control procedures, and dedicated qualified personnel. Sourcewell generated leads will be integrated into our standard operating procedures, which include building the relationship with the customer, having industry leaders available for their questions, from engineering to sales, and tailoring the vehicle to their individual needs. A Sourcewell award would greatly expedite and facilitate the purchasing process from the customer side, relieving the customer from going through a purchasing process that can be expensive and extremely time consuming. Lion will make sure to promote the Sourcewell award to its customers if awarded across North America and recommend that customers utilize the Sourcewell contract to purchase from a fair and competitive solicitation process that will meet their jurisdiction's legal requirements.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is not available at this time. We process purchase orders through email and through our Lion dealerships. However, we do offer a pre-order form online on our website. Because Lion has so many configurations possible for its trucks, we prefer to provide a custom and personal approach tailored to each customer and ensure the best customer service possible.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	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.	Based on its experience delivering and servicing electric vehicles, Lion has developed a training program: The Lion Academy, that provides a full schedule of free Classes. Lion's customized trainings are built to share different levels of electric vehicle knowledge based on different criteria. Since electric vehicles are new for many customers, training is necessary to help bridge the knowledge gap from diesel to electric. We can also customize our training based on the customer's feedback. We offer an in-person training along with video trainings to as many groups and users as necessary: operators, drivers, mechanics, and more. For example, our regenerative braking technique allows for additional power to be transferred to the batteries, which is very convenient for those times when our customers find themselves in parking spots that would otherwise be inconvenient for an electric vehicle. Please refer to our SERVICE, TRAINING AND MAINTENANCE starting at pages 5 to 9 of the Sales, Service, Distribution Network pamphlet for additional information about our training programs.
37	Describe any technological advances that your proposed products or services offer.	<p>Each Lion vehicle is a technological advancement. In our RETURN ON INVESTMENT pamphlet, we mention a few of our innovations, such as our engine, transmission, regenerative braking, etc. Always actively seeking new technologies, Lion vehicles have unique features that are specifically adapted to its users and their everyday needs. We believe that transitioning to all-electric vehicles will lead to major improvements in our society, environment, and overall quality of life. This enables Lion to continuously improve its components and build its battery packs to maximize range, efficiency, and to adapt to routes. Lion uses the Dana Incorporated/TM4 electric powertrain and motor.</p> <p>Additionally, each Lion vehicle is equipped with our proprietary onboard Telematics equipment that can supply the operator with personalized reports on charge, discharge, automated alerts on faults or anomalies, and so on. The electronic modules record information about various driving and vehicle conditions, including braking, acceleration, trip, and other related information regarding the vehicle. These modules also record information about the vehicle's features such as charging events and status, the enabling/disabling of various systems, diagnostic trouble codes, VIN, speed, direction, and location. Please refer to the ONBOARD TELEMATICS PACKAGE at page 10 of the Sales, Service, Distribution Network pamphlet for additional information on the packages. Please call toll free 1-855-546-6706, Monday through Friday, from 8:00 a.m. to 5:00 p.m. Eastern Time for any pricing inquiries on the different telematics packages as prices vary depending on your reporting requirements.</p> <p>Furthermore, our vehicles are equipped with an onboard smart charging option, not requiring the installation and purchase of a smart charger, which is more expensive. The battery packs are climate-controlled to ensure that battery temperature always remains on average at 70F, which is the optimal temperature range for the batteries. Additionally, Lion's battery packs are managed and protected, adjusting lower and higher energy demands of each module to provide maximum lifespan, minimal battery degradation, and longest range in the industry. To respond adequately to the demands of the vehicle, the Lion trucks are equipped with a 400-800 Volt lithium battery pack that can be up to 250 kWh. Charging time to 100% battery capacity will vary between 5-16 hours, depending on the percentage that the battery is returned to the charging station and the charging infrastructure used (level 2 or level 3).</p>

Unique or advanced features of the truck technology //

As a manufacturer solely focused on designing and manufacturing purpose-built zero-emission vehicles, Lion's mission is to provide the most advanced and safest zero-emission trucks to serve customers in North America and beyond. All of Lion's components go through due diligence in which Lion considers their impact on range and how to best preserve and increase that range. This is how Lion identified that when a heavy-duty hydraulic or air braking system and electric motor regen are combined, they provide proven safety without compromising range.

State of Charge //

Lion has added state of charge indicators to facilitate charging and quickly determine whether a truck is charging and its level of charge. In fact, the marker lights serve as charging indicators. For example, if the first light is solid and the second is blinking, this means that the state of charge is between 33% and 66%. Once all lights are solid, the truck is fully charged. Lion's charging port can accept both Level 2 (J1772) and Level 3 (SAE-Combo, CCS) connectors. We also have innovated the charge port indicators to ensure drivers will not leave the truck if it is not properly charging. Thus, Lion decided to add a 3-mode light by the charging port; off, lit, and flashing. When the light is off, this means that the truck is not charging. When the charge port light is solid, this means that the vehicle is powered, and the charge is now activated. When the light is flashing, it means that the vehicle is powered on, but the charge is not activated. The driver should not leave until the light is solid.

Sound Generator //

Lion has added a sound generator outside the truck to ensure that technicians, operators, and drivers hear the truck when it is driving. In fact, the truck is so quiet that it could easily be on without anyone knowing, which could be dangerous in yards or at customer loading and unloading sites.

Convenient Thought about Power Electronics Locations //

Lion has positioned major power electronics so that they are easy to access for technicians and are water-free and dust-free to improve the longevity of the components.

Safety //

The Lion team designed and built trucks that are safe, durable, and tested for all safety purposes. All of Lion's products comply and exceed all Federal Motor Vehicle Safety Standards (FMVSS). Lion includes two safety switches on each truck (one on the outside and one by the driver's foot) that instantly cuts off the high-voltage power. These switches can be used in case of an emergency or when performing maintenance on the high-voltage components of the vehicle. Furthermore, Lion provides training to first responders to educate them on electric vehicles and how to react in case of an emergency. First responders have found our vehicles to be safer to operate and respond to in a potential emergency due to their fewer components and lack of flammable fuel.

Vehicle-to-grid //

Lion's vehicles are vehicle-to-grid ready, and Lion will continue to develop this technology as additional information is made available on the market. Lion is working on developing a turnkey solution by working with a bi-directional EVSE charger.

Efficiencies in Supply Chain Management //

Lion uses efficient manufacturing processes by leveraging several pre-assembled components and opted for a just-in-time factory. Lion has partnered with over 400 suppliers in the United States and Canada and is capable of building over 1,000 trucks per year with its current manufacturing facility. Lion can achieve this by eliminating high inventory levels and by building customized orders to accelerate deliveries while meeting client requirements. Our production lines are dedicated to electric buses and trucks and our internal workforce specializes in EV assembly. Lion has over 200 employees that are responsible for the complete design and assembly process, as well as managing the distribution model, pre-delivery inspections, and overall quality review. Lion subcontracts manufacturing expertise for certain materials and has created over 1000 indirect jobs in North America as part of this process.

Ability to provide temporary charging to customers //

Lion can help provide temporary charging infrastructure to customers and has done so in the past. This way, future customers can test a truck on their own routes prior to purchasing the truck. The customer will need an inlet NEMA 6-50 (which most truck yards already have) and can plug in a 30-amp charger. This charging solution is temporary, as the recommended amperage for a permanent solution is higher in order to charge the truck faster.

		Always seeking new technologies, Lion vehicles have unique features that are specifically adapted to its users and their everyday needs. We believe that transitioning to all-electric vehicles will lead to major improvements in our society, environment, and overall quality of life.	
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Sustainability is our priority. Lion is committed to providing sustainable products and adhering to sustainable practices. Our vehicles are emission-free and represent a great asset to meet climate change goals in the next few years. Lion has outlined a few of the steps it is currently taking to help meet climate goals:</p> <p>Battery Repurposing and Recycling Lion's plan for battery disposal and reuse has been underway for multiple years now. Assuming our vehicles' batteries will eventually need to be replaced, the batteries will have the ability to provide energy for various second-life applications. Lion is currently working with utility providers and customers on possible secondary uses of batteries, such as solar power storage, emergency response energy storage, and backup generator storage for communications or school site operations during power outages. Additional applications are also being tested, such as using truck batteries to power cell phone towers, medical sites, and school sites. Lastly, once the battery cannot be used at all and its entire energy retention has been expended, the battery pack components can still be recycled. There are several mechanisms to effectively recycle the materials contained in our batteries. For example, the battery pack is made of steel that can be recycled. The copper wires and battery components (lithium, cobalt, magnesium, and nickel) are all materials that are recyclable and can be reused for multiple other purposes.</p> <p>Planting Trees Other than providing zero-emission trucks and developing second-, third-, and fourth-life applications for our battery packs, Lion has also committed to planting 100 trees when delivering a vehicle in 2020 within the area where the truck was delivered. Lion vehicles contribute to reaching carbon neutrality in multiple markets and represent the key to fleets and customers to reduce their greenhouse gas emissions to meet their state's or province's climate goals.</p> <p>Our Commitment Our commitment is to neutralize any remaining emissions with additional, quantifiable, real, permanent, and socially beneficial offsets to achieve net zero annual carbon emissions by 2040.</p> <p>Our actions to reduce our carbon footprint:</p> <ul style="list-style-type: none"> • Solely committed to manufacturing zero-emission vehicles • Not manufacturing fossil fuel vehicles • Using 100% hydroelectricity to build and power our vehicles • Favor local suppliers that are committed to our mission to go carbon neutral 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Lion works with multiple partners to promote electrification of transportation across North America. In fact, Lion has been advocating with the following partners in Canada and the United States and have been endorsed by the below as a sustainable company:</p> <ul style="list-style-type: none"> • Equiterre • Fondation David Suzuki • Clean Energy Canada • Mobilité électrique Canada • American Lung Association <p>With the above partners, Lion has participated in sustainable events and leverages their sustainable practices.</p>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Lion has a clear nondiscriminatory hiring policy thoroughly implemented within our company, clearly stated and shared in our employee packages. Lion believes in hiring the best person for the job, regardless of ethnic background, gender, disability, or other characteristics.	*

<p>41</p>	<p>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>	<p>As the leader in zero-emission vehicles with more than 300 electric heavy-duty vehicles on the road and a manufacturing capacity to build 1,000 trucks annually today, Lion is poised to immediately support Sourcewell entities' electrification requirements throughout North America. Over the past decade, we have built a team that specializes in all-electric heavy-duty vehicle deployments, with unparalleled experience.</p> <p>Our company values safety, reliability, and the health of the communities we serve. We have invested early and deeply to develop a zero-emission technology that benefits the communities in which we serve and live.</p> <p>GLOBAL LEADER IN DEPLOYING ELECTRIC HEAVY-DUTY VEHICLES // Lion has already deployed electric school vehicles with more than six million miles or ten million kilometers of service. We are in a unique position to have operating data and a history of advancing our technology, while other manufacturers are just beginning their zero-emission journey.</p> <p>BORN TO BE ELECTRIC // Lion vehicles are purpose-built and committed to zero emissions. We build our own chassis, battery packs, and design our own proprietary operating software. Our trucks are not retrofitted diesel vehicles; they are born to be electric.</p> <p>2,250 VEHICLES PER YEAR MANUFACTURING CAPACITY// As demand has increased for our vehicles, we have scaled our manufacturing capacity over the last four years to meet this demand. As a committed battery electric manufacturer, our facilities do not need to be re-tooled or re-configured to accommodate the production of our vehicles. We can begin to fulfill orders under this RFP today.</p> <p>COMMITTED // We would like to reiterate that our shared goals of improving air quality and the health of our communities is what best aligns Sourcewell entities and Lion. Our company is solely focused on zero-emission vehicles. This focus makes us the ideal partner in the electrification process of Sourcewell's participating agencies. We represent the best return on investment.</p> <p>Please refer to Lion technological advancements or innovations responses at Line 37 of this Table for specific solutions unique to our industry.</p> <p>The Lion Team remains available to answer any questions and extends an open invitation to visit our world-class manufacturing facility and drive any of our electric vehicles. We will distinguish ourselves through our transparency towards the Sourcewell administrators and Sourcewell entities, our willingness to innovate and tailor our turnkey solutions for the Sourcewell platform, as well as our ability to comply to all parts of the Sourcewell contract.</p> <p>We thank you for giving Lion the opportunity to respond to this Request for Proposal and for the professionalism of the Sourcewell staff managing this process. We look forward to working with Sourcewell entities to provide a healthy breathing environment to workers, citizens, and the communities you serve.</p>
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Table 9: Warranty

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>With our limited warranty, our battery packs are guaranteed for up to 8 years (refer to battery warranty for more information). Lion also offers an extended warranty up to 12 years if a customer would like to extend their battery warranty. Based on our experience, we fully expect our batteries to have the same lifespan as your vehicles. Each vehicle is equipped with electronic modules that monitor and record data from various systems, including the motor, batteries, braking, and electrical systems. We have included, for a better understanding of our warranty policies, APPENDIX A – LIMITED WARRANTY, APPENDIX B - Lion Warranty HV Battery System in the Lion Warranty pamphlet. The documents detail what coverage you would be entitled to with each option.</p> <p>For additional information regarding the parts and products, we have included Warranty – Quick Reference Guide for the Lion 6 and Lion8 models that can give you additional information in the Lion Warranty pamphlet.</p> <p>We have also attached our partner's warranty documents with this RFP response. For additional information, please refer to the Lion's Partners Warranty pamphlet for the Posi-Plus and Boivin Evolution warranties.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Lion has created a warranty for its battery packs to maximize the use of the batteries without impacting their performance while reducing battery degradation. Thus, Lion has created a warranty coverage of 20,000 kWh per pack throughput per year, which is meant to protect the batteries while allowing plenty of charge and discharge cycles. This warranty is mostly meant to protect the batteries when performing vehicle to grid (V2G).</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes
45	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>As mentioned in our SERVICE, TRAINING AND MAINTENANCE section starting at page 5 of the Sales, Service, Distribution Network pamphlet, Lion has a Mobile Team that performs repairs at the customer location. Our response time continues to improve as we develop our Experience Center network across North America. If a customer does not have access to a Mobile Service Team and repairs cannot be performed remotely, Lion will work with a third-party service provider to offer the quickest response. Lion works with a variety of national service providers.</p>
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Please refer to our response at Line 42. For your convenience, we have added Lion's Partners Warranties Pamphlet, detailing the coverage offered by Boivin Evolution and Posi Plus
47	What are your proposed exchange and return programs and policies?	Not applicable
48	Describe any service contract options for the items included in your proposal.	Lion offers clear service agreements to customers to perform maintenance and/or repairs on their electric trucks. Each customer can receive Lion's assistance on their vehicles to continue their fleet maintenance over the vehicle's lifespan, even if the warranty has expired.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Payment upon delivery, net 10 or net 30 days (will vary based on customer's needs).
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Lion does not offer leasing or financing options today. However, we are in the process of developing those options and will update Sourcewell once this is available to customers.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Lion has already verified with the accounting department, and Lion's Chief Financial Officer has confirmed, that the below steps are already implemented and can be leveraged with Sourcewell specifically. Lion looks forward to closely and transparently collaborating with our dedicated contract administrator. Firstly, all clients selecting Lion as their provider will need to mention that they have made their choice via Sourcewell to benefit from the tailored price specific to this platform. Also, our salesforce will identify opportunities, build trust with prospective clients, and direct them when possible to the Sourcewell platform in order to save time and money by not going through a traditional RFP process. Lion strongly believes that cooperative contracts are the logical, most cost-effective next steps in the market right now. Secondly, from the moment a quote is issued, based on the client provided specifications, the Sourcewell contract ID will be indicated on the customer quote. Once the quote is accepted and a Purchase Order is issued with the help of our contract administrator, the Sourcewell contract ID will also be noted. At the time of the invoice creation, the Sourcewell Contract ID number will be automatically added to the invoice, in a dedicated field, allowing for easy trimestral reporting and administrative percentage calculation. Lion keeps the ownership of all Sourcewell process and procedures, and Lion or Lion Dealerships will provide final invoices to customers. The Lion accounting department will then issue a check for the administrative fees incurred as part of the sale and send it to Sourcewell with all supportive documentation.
52	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?	Lion accepts payments in the form of checks, direct deposits, and credit card payments when required.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
53	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.	<p>Please refer to our PRODUCT AND PRICE LIST pamphlet. Lion would like to point out that due to the staggering number of options regarding bins and boxes of varied sizes from different manufacturers, we have listed only some examples. Lion provides turnkey solutions for Sourcewell generated contracts. Therefore, it's important for customers to contact Gary Lalonde, Mark McGrew, or Nate Baguio to review what would best suit their needs. Customers should mention the fact that they have selected our company from the Sourcewell RFP contract to be able to access to the tailored prices for this contract. Lion understands the importance to provide a turnkey solution to Sourcewell customers and will achieve this by understanding the required specifications for each customer, and offering a tailored turnkey solution based on their needs, requirements, routes, range needed, etc. Indeed, electric trucks require more upfront planning because of ranges available for each platform. Thus, Lion has made it a priority to meet as many different spec requirements from customers as possible. Electrification of transportation must continue to meet customer needs across North America.</p> <p>Our vehicle SKU includes Lion's vehicle models and major components such as equipment, kWh, and other major options required for a turnkey solution.</p>

54	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.	Lion has decided to extend a fixed amount discount per truck as a vehicle discount. Each product in each country (Canada vs USA) has its own vehicle discount ranging from \$20,000 - \$40,000 per vehicle. Please refer to the PRODUCT AND PRICE LIST pamphlet to review the pricing discount proposed and available to all Sourcewell customers.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Lion is open to offering volume and quantity discounts on a case-by-case basis. We have already tailored our prices for the Sourcewell platform. We recommend contacting any member of our salesforce at the direct numbers provided in our IMPORTANT CONTACTS at pages 1 and 2 of the Sales, Service, Distribution Network pamphlet to discuss quantity and volume discounts.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Because there are multiple vehicle options and multiple battery ranges, we have tailored quotes for each state, or Canadian province, to ensure that requirements, specifications, and/or taxes are applied. We strongly recommend customers contact any member of our salesforce to target and identify what equipment is best suited for their organization. They will then send back a quote that is tailored for each customer. As for nonstandard options, customers should also contact one of our team members for pricing (either at cost or at cost plus a percentage, depending on the request). Customers that are tax exempt should mention it at the time Lion begins the quoting process.	*
57	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.	Lion offers a list of items that are included in the base price of the vehicle. For example, Lion offers free training classes before and at the time of delivery, charging infrastructure project management, pre-delivery inspection, driver training, technician training, EV101 training, subsidy assistance, and installation of options chosen by customers such as cameras, electronic logbook, smartdrive, etc. Thus, there are no additional charges not identified in our pricing sheet, taxes, and shipping.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping is an additional cost to the Sourcewell participating entity and this cost is not identified in our base pricing supplied to Sourcewell because it varies between countries, regions, products, and jurisdictions. Shipping price is included on all Lion quotes and reflects the cost of shipping.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As mentioned at Line 58, Lion delivers everywhere including Alaska, Hawaii, throughout Canada, and the entire United States. Due to the different options, distances, and methods to deliver our vehicles and equipment, the cost of freight and shipping that will be incurred due to remote locations will be clearly stated on the Sourcewell originated quote that we will send back to customers and Sourcewell for approval, based on Sourcewell requirements.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Lion is an innovative company. For example, the COVID-19 restrictions allowed us to challenge ourselves and the restrictions in place by offering virtual deliveries and trainings for customers, complete with video walkthroughs, while the vehicle stays stationary for the desired timeframe to avoid any cross-contamination. Our deliveries are typically accompanied with a 4-hour training and charging infrastructure review, thoroughly reviewing the safety aspects of the vehicle, which is at the forefront of everything we do. Lion delivers a turnkey solution vehicle; options are installed and have been tested, the inspection has been completed, and any equipment (box, refuse, bucket equipment) has also been installed.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Lion prices have been tailored for Sourcewell entities, taking into consideration the discounts offered and our abilities to renegotiate for volume contracts. Please refer to our PRODUCT AND PRICE LIST pamphlet attached to this RFP response.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have already prepared for this. For each quote that will be produced for Sourcewell participating entities, the Sourcewell contract number will be integrated in our documentation to flag that particular document for our financial department. Our tailored quotes will have an additional internal sheet that will automatically calculate the administrative fee to Sourcewell and any proposed discounts at the time of quote. The same principle will be applied to the Purchase Order that will ensue, signaling our account payables to proceed and adding the fee to the Sourcewell quarterly report. At the end of the quarter, a check will be sent to Sourcewell along with the report and all supporting documents (copy of Quote, PO, invoice, delivery documents, and anything else Sourcewell may require for its quarterly reports.)
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	<p>Lion is aware that polluting vehicles contributing to the overall greenhouse gas emissions throughout North America may contribute larger percentages as administrative fees. However, there is an impact on the price of new and innovative technologies like ours. The capital cost of our vehicles that systematically reduce greenhouse gases is higher; therefore, we propose to extend a 1% administrative fee to Sourcewell. Here are a few reasons why we believe a 1% administrative fee is fair and well-priced:</p> <ol style="list-style-type: none"> 1. A typical diesel or gasoline truck will have a capital upfront cost of about one third of its Lion electric equivalent. Thus, if a diesel truck OEM offers 4% to Sourcewell and its base price is \$100,000, the total amount to Sourcewell would be less than Lion offering 1% of its truck that costs, on average, \$450,000 for a total of \$4,500 to Sourcewell in administrative fees. 2. Lion continues to innovate with new product offerings, equipment integration, and technology advancements. We currently have over 80 engineers that work relentlessly on creating the electric trucks we have developed. Being a fairly new company (11 years in EV is considered a mature company, but compared to industry standards, it is still in its early stage), Lion invests significantly in deployments, education, training, new technology, and innovations. A traditional OEM will not have to incur the same expenses for methods and products it has been producing for decades. <p>We hope that this proposed administrative fee meets and exceeds your requirements and expectations. We remain at your disposal to discuss any potential adjustments you wish to discuss for this proposed pricing structure.</p>

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

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Lion is proposing the following trucks for this solicitation:</p> <p>In the Class 6 category:</p> <ol style="list-style-type: none"> Lion6 Urban Truck (cab and chassis), <p>In the Class 8 category:</p> <ol style="list-style-type: none"> Lion8T Tractor (cab and chassis), Lion8 Straight Body – Tandem Axle (cab and chassis) Lion8 Straight Body – Single Axle (cab and chassis) Lion8 Refuse – Automated Side Loader (ASL) – chassis, cab, and refuse bin equipment in partnership with Boivin Evolution (BEV) Lion8 Refuse – Rear End Loader (REL) - chassis, cab, and refuse bin equipment in partnership with Boivin Evolution (BEV) Lion8 Utility Single Axle in partnership with Posi Plus 400 Model Equipment–chassis, cab, and bucket truck Lion8 Utility Tandem Axle in partnership with Posi Plus 500 Model Equipment–chassis, cab, and bucket truck <p>As you can see, Lion has also established strong relationships and partnerships with suppliers of specialized equipment. For example, for our refuse truck platform, Lion combines the Lion8 truck (chassis and cabin) with the Boivin Evolution (BEV) refuse bin, as we have partnered with Boivin often to offer this entirely electric refuse truck, a first in the industry. The BEV technical specifications are also included, as well as their prices in our Product and Price list. For the bucket utility options, Lion combines the Lion8 Single Axle or Tandem Axle trucks (chassis and cabin) with the Posi Plus Technologies 400 and 500 equipment respectively. The Posi Plus technical specifications are also included, as well as their prices in our Product and Price list.</p> <p>All our vehicles can be delivered on time, anywhere in North America. Please refer to each individual brochure uploaded as a supporting document. For easy reference, they will be named identically as the above list. Our salesforce and management teams remain available to answer any questions you may have about our product offering</p>
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	This section does not apply to Lion. Not applicable

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

Indicate below what Classes of equipment are offered in this proposal.

Line Item	Category or Type	Offered *	Comments
66	Class 8 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Lion offers the following Class 8 all-electric vehicles:</p> <ol style="list-style-type: none"> Class 8 straight-body truck, single axle Class 8 straight-body truck, tandem axles Class 8 tractor Class 8 refuse truck Class 8 utility bucket truck
67	Class 7 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
68	Class 6 chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Yes, Lion offers the following Class 6 all-electric vehicles:</p> <ol style="list-style-type: none"> Class 6 straight-body truck
69	Class 5 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
70	Class 4 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A

Table 15: Industry Specific Questions

Line Item	Question	Response *
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Lion would use internal metrics to track its success with this contract. Each contract Lion has been awarded thus far has been part of our goal to deploy quality zero-emission heavy-duty vehicles while reducing greenhouse gas emissions. Lion will closely monitor the number of interested customers through the Sourcewell contract that generate a quote and then a purchase order. Because Lion is new to Sourcewell, it is difficult to anticipate the level of demand Lion will experience with a potential award. However, we will set anticipated targets of sales with the help of Sourcewell staff to ensure that there is a clear marketing plan that is being followed with our dedicated salesforce to Sourcewell customers.
72	Describe your company's offering in relation to alternative fuel sources, including electric or others.	Our trucks are not retrofitted diesel vehicles. They are purpose-built to be electric. Lion only offers all-electric solutions and is solely focused on electric heavy-duty vehicles; our manufacturing does not need to be retooled to meet volume demands from a potential Sourcewell award – it is already built to meet large demand volumes.
73	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety that differentiate your offerings.	Lion uses a combination of different materials to ensure that our vehicles are light, yet robust. Lion uses galvanized steel, stainless steel, aluminum, and composite materials to achieve the above-mentioned goals. The different type of materials used prevent galvanic corrosion by being isolated during the manufacturing process. When selecting components for our manufacturing assembly, Lion performs in-depth benchmark analysis and reviews market standards to ensure we meet and exceed quality, reliability, and durability requirements. Lion also ensures that all the materials and components chosen, meet and exceed FMVSS requirements.
74	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>All Lion vehicles come equipped with telematics equipment allowing the end user to have access to different reports, depending on the packages chosen. For example:</p> <ul style="list-style-type: none"> • Personalized reports (Charge/discharge) • Sending automated alerts (Faults, Anomalies) • Access to the Online Platform • Electronic Logbook (ELD) • Access & Support to Vehicle Diagnostics (Data, Faults, Live Measurements) <p>To control smart charging and collect data, Lion leverages its onboard telematic touchscreen. The operator simply selects their charging preferences through the screen to maximize charging efficiency. The onboard touchscreen serves many purposes: it registers power usage, driving efficiency through the driving interface, maintenance interface, battery state, charging interface, parameters, smart charge, and preheat. All information on the onboard touchscreen is recorded and can be extracted as a report on a regular basis to perform multiple analyses and to understand each electric truck's efficiency and overall cost. The vehicle is equipped with electronic modules that monitor and record data from various systems, including the motor, batteries, braking, and electrical systems. The electronic modules record information about various driving and vehicle conditions, including braking, acceleration, trip, and other related information regarding the vehicle. These modules also record information about the vehicle's features such as charging events and status, the enabling/disabling of various systems, diagnostic trouble codes, VIN, speed, direction, and location.</p> <p>The Lion team offers support and training on our vehicles. It is our pleasure to evaluate the needs of our customers to suggest what package will best suit their needs. Please contact us for further details and refer to ONBOARD TELEMATICS PACKAGES PACKAGING at page 10 of the Sales, Service, Distribution Network pamphlet for additional information.</p>

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Financial Strength and Stability](#) - Lion CFO Viability Letter - Developed for Sourcewell.pdf - Tuesday June 09, 2020 01:21:22
 - [Marketing Plan/Samples](#) - MARKETING PLAN - Lion equipment BROCHURES.zip - Tuesday June 09, 2020 14:43:24
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - WARRANTY DOCUMENTS.zip - Tuesday June 09, 2020 01:25:39
 - [Pricing](#) - PRODUCTS AND PRICE LIST - Developed for Sourcewell.pdf - Tuesday June 09, 2020 14:41:33 [Additional](#)
 - [Document](#) - Marketing, contacts, narrative pamphlets.zip - Tuesday June 09, 2020 01:35:02

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Marie Bedard, Director of Commercial Operations, The Lion Electric Co

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Class 4-8_Chassis_RFP060920 Wed June 3 2020 07:52 AM	<input checked="" type="checkbox"/>	--
Addendum_10_Class_4-8_Chassis_RFP060920 Wed May 27 2020 03:40 PM	<input checked="" type="checkbox"/>	--
Addendum_9_Class_4-8_Chassis_RFP060920 Tue May 26 2020 02:51 PM	<input checked="" type="checkbox"/>	--
Addendum_8_Class_4-8_Chassis_RFP060920 Thu May 21 2020 01:21 PM	<input checked="" type="checkbox"/>	--
Addendum_7_Class_4-8_Chassis_RFP060920 Mon May 18 2020 03:30 PM	<input checked="" type="checkbox"/>	--
Addendum_6_Class_4-8_Chassis_RFP060920 Wed May 13 2020 04:40 PM	<input checked="" type="checkbox"/>	2
Addendum_5_Class_4-8_Chassis_RFP060920 Tue May 12 2020 10:00 AM	<input checked="" type="checkbox"/>	--
Addendum_4_Class_4-8_Chassis_RFP060920 Mon May 4 2020 01:24 PM	<input checked="" type="checkbox"/>	--
Addendum_3_Class_4-8_Chassis_RFP060920 Wed April 29 2020 03:45 PM	<input checked="" type="checkbox"/>	--
Addendum_2_Class_4-8_Chassis_RFP060920 Wed April 22 2020 01:14 PM	<input checked="" type="checkbox"/>	--
Addendum_1_Class_4-8_Chassis_RFP060920 Fri April 17 2020 12:32 PM	<input checked="" type="checkbox"/>	--

**AMENDMENT #1
TO
CONTRACT #060920-LON**

THIS AMENDMENT is by and between **Sourcewell** and **The Lion Electric Co.** (Vendor).

Vendor was awarded a Sourcewell Contract for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective July 31, 2020, through August 1, 2024, relating to the provision of services by Vendor to Sourcewell and its Members (Original Agreement).

The parties agree that certain terms within the Original Agreement will be updated and amended and only to the extent as hereunder provided.

IN CONSIDERATION OF the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Section 20. Insurance, Subsection A. Requirements, Item 5 Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Remainder of page intentionally left blank.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature C0FD2A139D06489...

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 10/28/2020 | 4:03 PM CDT

The Lion Electric Co.

DocuSigned by:
By: [Signature]
Authorized Signature 80B336C9549747F...

Marc André Pagé
Name – Printed

Title: Vice President-Commercial Operations

Date: 10/28/2020 | 1:59 PM PDT

Sourcewell-APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature 7E42B8F817A64CC...

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 10/28/2020 | 6:46 PM CDT

AMENDMENT #2
TO
CONTRACT #060920-LON

THIS AMENDMENT is by and between **Sourcewell** and **The Lion Electric Company** (Vendor).

Sourcewell awarded a contract to Vendor for Class 4-8 Chassis with Related Equipment, Accessories, and Services effective July 31, 2020, through August 1, 2024 (Contract). The Vendor has requested that its name be clarified to its correct legal name since the Contract should have been originally executed under that name.

The parties wish to amend the following terms within the Contract:

1. This Amendment is effective upon the date of the last signature below.
2. All references within the Contract to "The Lion Electric Co." should be read as "The Lion Electric Company."

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
 By: Jeremy Schwartz
 Jeremy Schwartz C0FD2A139D06489...
 Director of Operations & Procurement/CPO

Date: 11/1/2021 | 9:27 PM CDT

The Lion Electric Company

DocuSigned by:
 By: Marc A. [Signature]
 Marc A. [Signature] 80B336C9549747F...
 Vice President-Commercial Operations

Date: 11/1/2021 | 6:45 PM CDT

APPROVED:

DocuSigned by:
 By: Chad Coquette
 Chad Coquette 7E42B8F817A64CC...
 Executive Director/CEO

Date: 11/2/2021 | 4:48 AM CDT