

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

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

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

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier'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 Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier 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. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

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

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

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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

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

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on 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 liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier'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, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell 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 Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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

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

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

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

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

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

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

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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

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

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

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

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

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

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

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

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

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

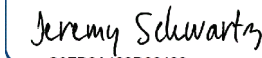
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

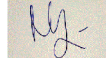
22. CANCELLATION

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

Sourcewell

The Lion Electric Company
dba Lion Buses Inc.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer

DocuSigned by:

By: 80B336C9549747F...
Marc-Andre Page
Title: Vice President of Commercial Operations

1/11/2024 | 6:35 AM CST
Date: _____

1/10/2024 | 3:33 PM CST
Date: _____

Approved:

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO

1/11/2024 | 6:46 AM CST
Date: _____

RFP 102623 - School Buses with Related Accessories, Supplies, Parts, 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: Thursday September 07, 2023 10:41:50
Submitted On: Wednesday October 25, 2023 12:52:39
Submitted By: Marie Bedard
Email: marie.bedard@thelionelectric.com
Transaction #: 6affecaf-bd54-4efa-9489-c65674c0824a
Submitter's IP Address: 73.216.85.145

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Lion Electric Company
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	The Lion Electric Co USA Lion Electric Manufacturing USA, Inc
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The Lion Electric Company The Lion Electric Co. USA Inc Lion Electric Manufacturing USA, Inc
4	Provide your CAGE code or Unique Entity Identifier (SAM):	The Lion Electric Co - NCAGE: L0PP6 The Lion Electric Co. USA Inc - CAGE: 9BIH9 The Lion Electric Manufacturing USA, Inc - CAGE: 97JP9
5	Proposer Physical Address:	921 Chemin de la Rivière du Nord, Saint-Jérôme, QC J7Y 5G2
6	Proposer website address (or addresses):	www.thelionelectric.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Marc-Andre Page Title: Vice President of Commercial Operations Address: 921 Chemin de la Rivière du Nord, Saint-Jérôme, QC J7Y 5G2 Phone number: 450-512-5065 Email address: marcandre.page@thelionelectric.com
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Chris Vincent Title: Director of Sales - School Buses USA Address: 4522 Parker Ave, Suite 350, McClellan Park, CA 95652 Phone number: 615 804 8910 Email address: chris.vincent@thelionelectric.com
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Richard Lee Title: National Sales Manager Address: 4522 Parker Ave, Suite 350, McClellan Park, CA 95652 Phone number: 810 417 0651 Email address: richard.lee@thelionelectric.com

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Founded in 2008 and dedicated exclusively to electric vehicle production and development since 2017, The Lion Electric Company is North America's leading purpose-built, zero-emission medium and heavy-duty electric vehicle manufacturer.</p> <p>Lion has a demonstrated track record in this emerging industry, with over 1,400 electric vehicles on the road today and the ability to manufacture tens of thousands of new electric vehicles annually.</p> <p>Our buses have proven they can meet and exceed the needs of most Canadian and American school bus routes, be them rural, urban, or suburban. Lion is capable of immediately supporting Sourcwell members' electrification requirements with its team of experts who have unparalleled experience in electric bus deployments.</p> <p>Lion understands that the zero-emission journey is about more than just the vehicle, it's a complex ecosystem that, when established properly, yields dividends for everyone involved. Our in-house experts have the knowledge and knowhow to bring that to every school district in North America. It is that understanding that cemented</p>

our dominance in the EV market, a sector that legacy medium- and heavy-duty vehicle manufacturers are just entering.

Fleets need not only a manufacturer, but a partner who can provide a complete, turnkey solution and ensure the success of their new electric fleet. Lion is that partner and is proud to provide:

- ü Charging infrastructure solution with LionEnergy
- ü Education and training with the Lion Customer Success Team
- ü Tracking and reporting of vehicle telematics with LionBeat
- ü An excellent customer service experience with the BrightSquad

With over 1,400 individuals employed across North America, including approximately 300 in engineering and R&D alone, Lion's workforce specializes exclusively in zero-emission vehicle applications, making Lion one of the only OEMs to dedicate its production to purpose-built all-electric vehicles.

Because Lion school buses are deployed throughout North America, we are one of the only electric vehicle manufacturers that can confidently say that we have not experienced battery failure in any extreme weather conditions. Whether in the extreme cold of rural Quebec or the extreme hot of California's Central Valley, Lion has only experienced up to 1% battery degradation yearly.

Our electric vehicle technology has been tested and proven in real-world applications for over 6 years, with hundreds of our electric school buses having been deployed for several years now. We have collected battery data from every Lion vehicle since our first bus was delivered and have parlayed that data into an expertise with zero-emission vehicles that cannot be equaled.

Lion would not have been able to achieve this impressive deployment territory without maintaining our aggressive delivery record. Over the past decade, we have built a team of experts with unparalleled skills and logistical knowledge who focus on delivery efficiency as much as they do on battery efficiency. Our customers notice the results they deliver, and we are proud to boast one of the fastest delivery timelines in the industry.

The Lion team is ready to work with Sourcewell members to deploy zero-emission school buses that meet their specific fleet requirements. Lion simultaneously manufactures vehicles in both Canada and the US, allowing us to comply with local, state or provincial, and federal laws and regulations in both Canada and the US simultaneously, including critical Buy America provisions and equivalent Canadian policies. Lion also has a battery factory in Mirabel, Quebec, allows us to manufacture our own batteries and take greater control over the supply chain for our vehicles' most critical component.

Our school buses are purpose-built to be electric, designed and manufactured from the ground-up to maximize efficiency and compatibility with a zero-emission powertrain. Our leadership in this industry stands out because Lion is one of only a few OEMs that does not offer a retrofit solution, converting diesel buses and chassis into electric buses.

Since Lion vehicles are purpose-built to be electric, our bus components require very little maintenance, thus reducing total cost of ownership for fleets. Because there are fewer moving parts and no petroleum-based fluids, the cost to maintain and service Lion vehicles is pennies on the dollar compared to that of an internal combustion vehicle, which hides hefty maintenance bills behind a lower initial investment. All Lion vehicles also feature regenerative braking, prolonging the lifespan of our brakes and further minimizing our vehicles' total cost of ownership.

Beyond providing operational and economic benefits, our zero-emission vehicles also eliminate criteria pollutant and greenhouse gas emissions in Canadian and American communities. This creates a cleaner, healthier, and safer environment for students, drivers, and the communities in which these buses operate. Above all, Lion values safety, reliability, and the health of the communities we call home.

In addition to our work manufacturing clean vehicles, Lion has gone above and beyond to fight for everyone's right to breathe clean air. Lion continues to influence policies on vehicle electrification and supports local, state, provincial, and federal efforts to accelerate the adoption of clean transportation technologies.

Our end-users have always been the focus of our manufacturing policy, but when it comes to protecting children's health, Lion has decided to take the lead and support efforts to educate legislators, agencies, fleet operators, and the public at large about the benefits of zero-emission transportation.

Global Leader in Deploying Electric Vehicles •

Lion has already deployed over 1,400 zero-emission vehicles that have collectively accumulated more than 14 million miles/22 million kilometers of service and recorded data.

We are in a unique position to have years of operating data and a history of advancing our electric vehicles.

Turnkey Solution •

Lion is not just an electric commercial vehicle manufacturer. We are every Sourcewell members' guide throughout the entire journey to zero-emissions and is singularly capable of providing a complete turnkey solution.

Our LionEnergy team can provide start-to-finish infrastructure support to help fleets navigate the complex process of deploying charging stations.

The Lion Customer Success Team will train your fleet mechanics and technicians on the basics of EV maintenance and service to create a knowledgeable customer base capable of maintaining electric vehicles.

When data and reports need to be generated and shared, the LionBeat team can simplify the process with real-time vehicle tracking and monitoring.

And there to support your fleet throughout the entire lifetime of your Lion vehicles is the BrightSquad, ready to provide remote or in-person service and technical expertise at any moment.

Estimated Annual Production Capacity of 22,500 Vehicles and Growing •

As demand has increased for our electric vehicles throughout the years, we have scaled our manufacturing capacity to be able to accommodate this growing need.

Our Saint-Jerome Factory boasts a full-scale annual production capability of 2,500 vehicles. Additionally, our recently inaugurated Joliet, Illinois facility has increased our yearly vehicle manufacturing capacity by an additional 20,000 units. Enhancing our battery supply chain management, our Mirabel, Quebec battery assembly facility provides us with a competitive edge that not many other OEMs have the privilege to possess.

Innovation •

Lion has perfected our electric school bus design over years of end-user feedback and collected data. Our zero-emission buses have innovative technological features and components that make them among the highest quality electric vehicles on the market today.

Driven to Make a Difference •

Lion believes that protecting the environment and children's health are critical to creating a sustainable, healthy, safe future where everyone has an equal opportunity to thrive. Our motivation as a company is to make a difference in communities by providing clean transportation for the most valuable and vulnerable citizens: children.

Born to be Electric •

Our school buses are not retrofitted diesel vehicles, they are born to be electric.

Committed to Fast Deliveries •

Lion has one of the fastest delivery timelines of zero-emission medium- and heavy-duty vehicles in the industry, and the production capacity to maintain it.

11	What are your company's expectations in the event of an award?	<p>In the event of an award, Lion Electric eagerly anticipates a close collaboration with Sourcewell's staff to drive sales across the United States and Canada. We are fully dedicated to meeting the unique needs of all Sourcewell members School districts, while also educating those unaware of the benefits of using this cooperative purchasing contract. As previous Sourcewell Awardees, Lion Electric is well-positioned to further leverage this experience to its advantage. We expect to continue to benefit from the benefits of the contract, as detailed below:</p> <p>1.Streamlined Procurement and Increased sales: Simplifies the purchasing process for government and public agencies, expediting procurement.</p> <p>2.Market Expansion: Provides exposure to a broader customer base across various government levels in the U.S.</p> <p>3.Competitive Advantage: Positions Lion favorably when government entities seek suppliers.</p> <p>Our expectations are also firmly grounded in our commitment to upholding the agreement with Sourcewell and faithfully honoring our contract obligations, such as:</p> <p>1.Compliance: Adherence to Sourcewell's compliance standards and reporting obligations.</p> <p>2.Transparency: Involves maintaining transparent pricing as per Sourcewell's contract terms.</p>	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Being a publicly traded entity, Lion Electric upholds the highest standards of financial transparency. We readily disclose our financial reports to the U.S. Securities and Exchange Commission (SEC), ensuring that our financial health is available for public scrutiny. For a more comprehensive understanding of our financial performance, we have thoughtfully included our 2022 Annual Report within the document upload section. This report serves as a rich source of detailed financial data, substantiating the summary presented above. It underlines Lion Electric's commitment to financial responsibility, accountability, and providing a clear picture of our economic vitality.</p> <p>Our growth is driven by strategic investments. We've expanded our manufacturing plant in Joliet, Illinois, and established a modern battery facility in Mirabel, Quebec, enhancing production capabilities and quality assurance. We've also increased R&D investments, showing our dedication to innovation. These efforts position Lion Electric for continued success and leadership in the electric vehicle industry.</p>	*
13	What is your US market share for the solutions that you are proposing?	<p>The Lion Electric Company has established a notable presence in the electric vehicle sector of North America, particularly focusing on medium and heavy-duty electric school buses. Lion's impact on the US market has been noteworthy, securing a substantial 16% market share. As a prominent player, Lion demonstrates a steadfast commitment to delivering sustainable and effective electric mobility solutions for educational institutions. Lion maintains its position as a market leader, ready to address customer requirements with comprehensive electric vehicle solutions that contribute positively to the environment and local communities.</p>	*
14	What is your Canadian market share for the solutions that you are proposing?	<p>Lion has positioned itself as the primary provider of electric school buses in Canada, boasting a substantial 76% market presence within this industry. Our steadfast dedication to sustainable transportation and cutting-edge electric vehicle solutions underscores Lion's ongoing influence in shaping the landscape of school transportation throughout Canada.</p>	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>No, The Lion Electric Company has never petitioned for bankruptcy protection.</p>	*

16	<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 is additionally 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 reasoning is that traditional dealerships lack properly trained technicians, do not carry the required tools and parts to suitably service electric buses. Operating an EV dealership requires specific training and skillsets that traditional dealerships don't typically have access to.</p> <p>While Lion prefers to have a direct relationship with its client, Lion works with selected knowledgeable and trained dealers to sell and deliver its EV vehicles in some States.</p> <p>More precisely, Lion is its own dealer and has the appropriate licenses in the following States/Provinces:</p> <ol style="list-style-type: none"> 1. California 2. Minnesota 3. Virginia 4. Washington <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. All Canadian Provinces accept our Manufacturer License to process our sales. For this model, all employees are Lion Employees.</p> <p>When selling direct and servicing directly is not available to Lion in particular areas, we have taken the approach to partner with local dealers to meet state laws. For this model, the employees processing the sale are not Lion employees, but are employees of our official Dealers.</p> <ol style="list-style-type: none"> 1. New Jersey – H.K. Truck Center – Official third-party Lion Dealer 2. Texas, Nebraska, Missouri, Kansas & Arkansas - Master's Transportation – Official third-party Lion Dealer. <p>Lion also has a legal team evaluating each market to ensure that we conform with state laws and requirements.</p> <p>Lion can assure Sourcewell that it will meet state requirements when deploying electric buses in multiple markets if awarded through this solicitation.</p>
17	<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 possess a keen understanding of the diverse certifications, specifications, compliances, and licenses mandated by different jurisdictions and school districts to deliver all-electric heavy-duty vehicles across the United States and Canada. As mentioned above Lion has in-house counsel that ensures that we satisfy all license and certification requirements in each State and Province. In fact, Lion engages in a thorough legal review of all states where we have deployed or plan on deploying our products.</p> <p>All Lion electric school buses presented in our response are compliant with Federal Motor Vehicle Safety Standards (FMVSS) in the United States and with the Canadian Standards Association (CSA) standard D250 in Canada.</p> <p>Lion takes immense pride in acquiring these certifications, as it further demonstrates the high level of safety our electric school buses provide and helps set a new standard for vehicle safety across North America.</p>
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>No Suspension or Debarment has applied to The Lion Electric Company in the past ten years</p>

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Over the past five years, the remarkable dedication, innovation, and commitment of The Lion Electric Company have garnered significant recognition and accolades. These awards stand as testaments to our unwavering pursuit of excellence and our continuous efforts to push the boundaries of the medium and heavy-duty electric vehicle field. The following is a testament to our collective achievements over the last five years:</p> <p>2019 - Novae Prize - In the category Project of the year</p> <ul style="list-style-type: none"> After extensive development and engaging with numerous operators, drivers, mechanics, and school board executives across North America, The Lion Electric Company has achieved a breakthrough in offering a vehicle tailored to the preferences of school vehicle users. Having introduced a fully electric minibus model in mid-2018, the company has solidified its presence in the electric bus transport industry. Notably, their LionC model stands out as the sole C-type electric school vehicle manufactured on the continent. <p>2019 - Mobility Milestone Award - Winner in the "Urban Logistics" category</p> <ul style="list-style-type: none"> (Lion 8): A 100% electric urban truck, entirely made in Quebec, and the very first of its kind in North America. It offers a range of up to 400 kilometers. <p>2020 - Mobility Milestone Award - Winner in the "Energy efficiency and electrification" category</p> <ul style="list-style-type: none"> The Lion6, an all-electric Class 6 truck, features a new, highly versatile platform. It is compatible with a wide range of gearboxes and equipment. It emits no GHGs or other pollutants. Quiet and comfortable, it offers an optimal driving experience. <p>2021 - Innovation 2021 Award from the Association pour le Développement de la Recherche et de l'Innovation du Québec (ADRIQ) in partnership with InnovÉÉ.</p> <ul style="list-style-type: none"> The project's objective is to overcome barriers to the adoption of electric school buses through collaboration between IVI, Hydro-Québec, Autobus Laval, and Lion Électrique. By focusing on optimizing charging procedures and decreasing electricity demand, the initiative aims to cut down greenhouse gas emissions, lower operational costs for fleet managers, and enhance safety and profitability. A functional architecture was devised to streamline Autobus Laval's electric school bus recharging process. By collecting data about the facility, vehicles, and planned routes, the system facilitates more effective recharging optimization and diminishes power usage peaks. This innovation offers operators peace of mind by ensuring their vehicles are adequately charged, eliminating concerns about electricity expenses affecting their bottom line. <p>2022 - Corporate Knights - Future 50 Award</p> <ul style="list-style-type: none"> The Lion Electric Company was ranked amongst the 50 fastest-growing sustainable companies in Canada. <p>2022 - CiCi Awards 2022 Community Impact Awards</p> <p>2022 - Mercuriades winner Successful business strategy large company</p> <p>2022 - Mercuriades "Innovative Manufacturer" finalist</p> <p>2022 - Investissement Québec : Compétivert Lion Électrique green champion</p> <p>2022 - Marc Bédard Winner of the AI Cormier Electric Mobility Canada Award</p>
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 98% of our school bus sales are to public schools, and as such can be considered both government and education sector. We do not have bus sales to government entities like municipalities, cities, etc.
21	What percentage of your sales are to the education sector in the past three years	As mentioned earlier, Lion predominantly supplies 98% of its electric school buses to the education sector, which encompasses both school districts and bus contractors serving these districts.

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>Lion was awarded several cooperative contracts across the US and Canada such as:</p> <ul style="list-style-type: none"> • Equalis • DGS • FSA • VSA • NCSA • ESCNJ • Sourcewell Truck • Sourcewell School Bus • WEBS <p>We do not yet track annual volume sales for a particular entity, but our results are publicly listed and can be viewed in our financial report submitted with this Sourcewell RFP. Furthermore, we have provided our quarterly reports to Sourcewell, since being awarded.</p>	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Lion is not currently listed on any GSA contract or SOSA. However, Lion was awarded a supplier agreement for the LionC Commercial for the Public Works (Canadian Federal purchasing entity) standing offer. We do not yet track annual volume sales for a particular entity, but our results are publicly listed and can be viewed in our financial report submitted with this Sourcewell RFP.	*

Table 4: References/Testimonials

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

Entity Name *	Contact Name *	Phone Number *	
Twin Rivers Unified School District	Timothy Shannon	(916) 566-1600, ext. 37000	*
Atlanta Public Schools	Anthony Ashley	(404) 516-3955	*
Homer Community School District, Homer, Michigan	Mike Leskowich	(517) 568-1044	*

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government of Prince Edward Island	Government	PE - Prince Edward Island	Acquisition of school buses and charging infrastructure	Between 20-35 school buses every year for the past 3 years.	CAD\$ 35,758,462.00	*
Eastern Township School Board	Education	QC - Quebec	Acquisition of school buses	Every year acquisition of 9 school buses for the past 2 years.	CAD\$6,449,907.00	*
Atlanta Public Schools	Education	Georgia - GA	Acquisition of school buses	Acquisition of 25 LionC school buses in 2023	US\$9,375,000.00	*
East Baton Rouge Parish School District	Education	Louisiana - LA	Acquisition of school buses and charging infrastructure	Acquisition of 19 school buses with EVSE.	US\$7,500,000	*
Herscher Community Unit School District 2	Education	Illinois - IL	Acquisition of school buses and charging infrastructure	Acquisition of 25 school buses with EVSE.	US\$9,800,000	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
26	Sales force.	<p>Lion is proud to have a dedicated in-house sales force which deals exclusively in electric vehicle sales. Between the infrastructure, technology, and wide range of grant funding, selling an electric school bus is a completely different world from selling a traditional diesel bus. Our sales team is uniquely trained on the particularities of our Lion vehicles and in working with clients who are purchasing their organization's first fleet of electric vehicles.</p> <p>We have developed return on investment and total cost of ownership tools specific to our vehicles based on actual data and lived customer experience, which is leveraged by our sales team to highlight the immense benefits of electrification.</p> <p>Our dedicated sales team consist of 17 key Lion members who have successfully worked to deploy and service Lion vehicles across North America. Together, they have a decade of experience in school bus and EV sales. They are versed in the speed bumps that come with purchasing EVs and have a proven track record of addressing client needs and concerns.</p> <p>Clients know the upfront capital cost of an electric vehicle is about three times more than a diesel vehicle. However, when compared to a diesel vehicle, its operational and maintenance costs can be reduced by 80% and 60%, respectively.</p> <p>Mastering data, understanding charging infrastructure, and having the capacity to leverage subsidies are all unique to the EV marketplace and the knowledge core of our sales team. This institutional knowledge is a point of pride for Lion as it is a weak spot for manufacturers who do not deal exclusively in EVs.</p> <p>Should you have any questions about our vehicles, the Lion Sales Team has the technical expertise and experience to provide clarity and understanding. Please refer to our Lion Salesforce pamphlet for the contact information of our dedicated sales representatives.</p>
27	Dealer network or other distribution methods.	<p>Throughout the United States and Canada, Lion sales strategy combines direct sales, Lion dealership, third-party dealers, and service providers to create a robust, results-driven sales network that complies with all regulations.</p> <p>Lion has opened its own Dealerships and Parts Distribution Centers across the United States and Canada. Lion also partners with some local dealers, combining expertise to ensure that end-users have all the local support they need. Please see answer to question 16 for the list of licensed dealerships. To make the sales process as convenient and cost-effective as possible, Lion is always seeking to expand its dealer network to meet demand. Sourcewell will be notified when new Lion dealers open or when Lion enters a partnership with a third-party dealer.</p>

<p>28</p>	<p>Service force.</p>	<p>Our network is already well established and mature, exceeding most manufacturers in the electric vehicle industry. We have well over the required resources and experience needed to service a contract of this scale.</p> <p>Our service team is comprised of leading industry experts available in every state and province both virtually and in person. Collectively, they have serviced electric school buses for decades and have a deep well of experience that is rare in this relatively new industry.</p> <p>Our technicians are well trained in all aspects of servicing and maintaining our vehicles, and continuing education opportunities ensure they are fluent in the rapidly accelerating battery and vehicle technologies we utilize. The longer a technician is with Lion, the more they learn about our vehicles and the ZEV field. They in turn leverage that knowledge to help us develop the next generation of Lion vehicles.</p> <p>We are proud to develop the next generation of electric school bus experts, who will bring this technology into the reach of every American and Canadian school district. Currently, we are looking to add even more technicians to our robust service team and plan to greatly expand our network of service experts and brick-and-mortar facilities in the years to come.</p> <p>Lion's support teams are available for remote and onsite support for all buses, even after the warranty has expired. We are committed to providing impeccable after-market service while making sure that those operations are sustainable for our customers. Our experts constantly seek to improve our service to reduce our clients' total cost of ownership, reduce their energy consumption and maintenance costs, and provide guidance and training on 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 buses. Each customer receives Lion's assistance on their vehicles to continue their fleet maintenance over the school buses' lifespan, even if the warranty has expired.</p> <p>By exceeding the industry standard, we are serving as an example and doing our part to accelerate EV adoption across North America.</p>
<p>29</p>	<p>Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.</p>	<p>While the specifics of selling a school bus varies state-to-state and country-to-country, the process is largely the same. Customers will work directly with sales representatives to determine what vehicles and EVSE best meet their needs. Our sales team will then generate a quote, which serves as the backbone of the order. Our sales team will also work with our grants department to leverage any state or federal funding, ensuring Sourcewell customers get the best price possible. If grant funding is available, Lion will do all the heavy lifting to ensure customers receive the maximum award possible. While Lion prefers to sell directly, Lion also works with vetted and trusted third parties (please see question 16 and 27).</p>

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>All Lion locations (Experience Centers, third-party suppliers, dealerships) have the necessary staff and parts to service any customers who may procure buses because of this contract, regardless of their location.</p> <p>One benefit of electric vehicles is that many repairs and service events can be performed remotely, making frequent in-person visits and parts shipping a thing of the past. The technical support team is equipped with the tools and experience to provide remote technical assistance to all customers, regardless of location, significantly reducing downtime for the school buses.</p> <p>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. We provide thorough training to every customer so that they can perform warranty and non-warranty work on their buses in the most effective way possible.</p> <p>Lion also has a Mobile Technical Support Team that deploys rapidly when a remote solution is not feasible. These dedicated service experts travel directly to customer sites to assist with more complex repairs or warranty work.</p> <p>Each one of our 12 Experience Centers and our manufacturing facility in Joliette, Illinois, are outfitted with all the necessary tools to help our service team perform repairs and warranty work, even for more complicated technical help. But no matter where a customer is in the United States and Canada, we can guarantee great customer service. We pride ourselves in having a response time under a few hours, with 94% of issues resolved in 48 hours or less.</p> <p>Lion also trains customer technicians on best practices and procedures to follow when servicing their electric school buses. Documentation and virtual training videos online are also provided to customers that can remind them how to maintain their vehicles and perform specific repairs.</p> <p>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. Each Sourcewell member that will invest in electrifying their fleet with a Lion school bus can perform repairs that are covered under warranty and will be reimbursed for the labor involved in the repair.</p> <p>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 will be reimbursed for parts covered under warranty.</p> <p>Our continued relationship with clients empowers us to provide the best experience possible and learn from our customers' lived experiences. The feedback we have received allows us to improve the quality of our vehicles and even to consider offering different options to school districts. 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.</p> <p>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>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>With a newly opened facility in Joliette, Illinois, dedicated exclusively to electric bus production, Lion is uniquely suited to meet the demands of American Sourcewell purchasers. Our network of experts is capable not only of rapidly producing and delivering vehicles, but of designing and establishing the necessary charging solutions from the ground up. Our experts work directly with clients to address their unique needs and provide the most beneficial infrastructure at the lowest cost.</p> <p>Capable of producing 20,000 vehicles per year at our Illinois facility alone, we have no doubts that your purchase will be delivered on time and on budget.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Lion has a track record of proven results in Canada, with hundreds of electric buses deployed across an ever-increasing number of Canadian school districts and is ready to meet the needs of Canadian Sourcewell purchasers. Our network of experts is capable not only of rapidly producing and delivering vehicles, but of designing and establishing the necessary charging solutions from the ground up. Our experts work directly with clients to address their unique needs and provide the most beneficial infrastructure at the lowest cost.</p> <p>Capable of producing 2,500 new vehicles per year across our Canadian facilities, we have no doubts that your purchase will be delivered on time and on budget.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There is no American State or Canadian Province where Lion cannot provide our products and services.</p>

34	Identify any Sourcwell 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.	*
35	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.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a previous Sourcwell awardee, Lion's sale force is intimately familiar with the contract and how to leverage and market it to customers. Primarily, Sourcwell has been proposed as an alternative to customers, primarily in the public sector, who must go through a competitive process to issue a PO. Once awarded, we plan on publicizing this contract the same way that we have done before, on our multiple platforms, once Sourcwell approves its content and provides us with the necessary logos. While it is ultimately the knowledge and trustworthiness of our sales team that seals a deal, we have uploaded representative marketing materials utilized in the process that will also have the Sourcwell Logo added to them once we have been awarded.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our Marketing Team uses all major social media platforms to develop our profile as an international leader in the electric vehicle space. The Lion Marketing Team primarily leverages Facebook, LinkedIn, Instagram, and X (formerly Twitter) to reach and establish a reputation with users who may be in the market for a commercial electric vehicle. The Marketing Team also uses a CRM for campaigns in specific regions. On a less social level, our Lion website is also a helpful tool for early conversations with customers and becomes a hub for vehicle services after an order has been delivered. Further, Lion has promoted its products in specific markets through webinars designed to address general and granular questions related to Lion products, charging infrastructure assistance, the Lion Academy, and more. As the leader in the North American electric school bus market, Lion's mission is to educate and promote EV adoption while continuing to develop platforms that are of the highest quality.	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Lion wholeheartedly believes that Cooperative contracts like Sourcwell facilitate the transition to electric vehicles. Previous inclusion in Sourcwell purchasing has enabled us to expand our market share by offering our clients an acceptable and competitive alternative. The newfound production capacity from our Joliet Illinois facility makes us uniquely prepared to handle an influx of orders from Sourcwell customers. Being a Sourcwell awardee provides our clients with the certitude that our offering meets their standards, having participated in this competitive process. Lion will ensure to promote the Sourcwell award to its customers if awarded across North America and recommend that customers utilize the Sourcwell contract to purchase from a fair and competitive solicitation process that will meet their jurisdiction's legal requirements.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	E-procurement is not available currently. We do process purchase orders through email and through our Lion dealerships. However, we do offer a pre-order form online on our website. As a variety of local laws mandate different bus configurations, and because Lion has so many possible bus configurations, we prefer to provide a custom and personalized approach tailored to each customer. This ensures full compliance with local regulations and provides every purchaser the best customer service possible.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
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40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>As electric vehicles are new for many customers, training is necessary to help bridge the knowledge gap from diesel to electric. We have found that even skeptical maintenance technicians are impressed by our vehicles' lower maintenance requirements and ease of work.</p> <p>Based on our experience deploying and servicing zero-emission vehicles across North America, Lion has developed the Lion Customer Success Team to provide a full schedule of classes to customers. We offer in-person training along with video trainings to as many individuals as necessary: drivers, operators, and other fleet professionals.</p> <p>Lion has created a customer training program that is tailored to each client's unique training needs. A few weeks before the delivery of your new electric school bus, the Lion Customer Success Team will reach out to schedule a training. At this time, the Customer Success Team will gauge your fleet's exact learning needs: Would drivers like EV driver training? Does the client's workforce need a longer, more in-depth training session, or would they prefer a shorter, high-level training session? Based on the answers to these questions, Lion's Customer Success Team will design a personalized training curriculum, customized to each client's unique knowledge profile.</p> <p>On the day of the delivery, an assigned Customer Success Team member will join the Sourcwell client at the fleet site to provide essential vehicle training from the very first moment. This initial learning session will cover critical topics such as bus operation, energy-efficient driving techniques, driver controls, and owner's manual review, just to name a few. A high-level training can be completed in as little as one hour, while a more in-depth training can last as long as 3 hours or more, depending on how much EV education the fleet would like to receive. Every Lion vehicle delivery has a Customer Success Team member present, even for returning customers. Our goal is to make your total fleet electrification journey as simple and effective as possible.</p> <p>From this initial training, every customer's assigned Customer Success Team member will be dedicated to their fleet's electrification journey. If at any time drivers or operators have a question about their new Lion electric school bus, even something as simple as, "What does this button do?" they promptly receive a helpful answer. This Lion representative will remain available to aid as needed.</p> <p>Additionally, we offer more in depth in-person technical training to all our customers for an additional fee. This deep dive consists of preventative maintenance instructions, component location and identification training, HV LOTO certification, LV and controls, and basic diagnostics. This training typically takes two days to complete and is limited to 8 students per session.</p> <p>If the Sourcwell customer would like technical vehicle training, a dedicated Customer Success Team member can refer the fleet to one of our Technical Trainers, who will provide comprehensive service and maintenance education to in-house mechanics and technicians. This training can be offered at an additional cost in addition to the complimentary driver education already provided as part of the initial delivery package.</p> <p>In most cases, electric buses are new for customers, and education is necessary to help bridge the knowledge gap from diesel to electric. Lion's training curriculum is typically taught in-person at customer fleet sites but can also be presented at any of Lion's Experience Centers to ensure that our EV expertise is shared with all interested stakeholders, such as business officials, transportation professionals, air quality agencies, local first responders and fire departments, and other relevant parties. Trainings hosted at our Experience Centers tend to feature longer, more in-depth sessions involving presentations, interactive bus demos, and safety lessons to ensure that the larger audience receives adequate instruction.</p> <p>The Lion Customer Success Team can also offer refresher trainings to existing customers to ensure that your fleet's EV knowledge remains accurate and up to date. Has your fleet had staff turnover, additional Lion buses delivered, or simply needs a reminder on how to optimally operate your electric vehicles? Lion's Customer Success Team can provide follow-up training to reduce knowledge gaps and improve drivers' confidence behind the wheel of an electric school bus.</p>
41	Describe any technological advances that your proposed products or services offer.	<p>Each Lion vehicle represents a technological advancement.</p> <p>STATE OF THE ART PRODUCTION FACILITY//</p> <p>This year, Lion celebrated the official opening of our 900,000 square-foot Joliet, Illinois, facility – the largest all-electric U.S. plant dedicated to medium and heavy-duty commercial vehicle production. At full scale, the plant has an estimated production capacity of 20,000 vehicles per year and will employ around 1,400 skilled workers. As a factory built from the ground up to produce cutting edge electric vehicles, our facility does not struggle with the bottlenecks and technical oversights found in retrofitted shops or mixed diesel/electric production plants.</p> <p>BATTERY TECHNOLOGY//</p>

Constantly seeking new technologies, Lion electric school buses have unique features that are specifically adapted to its users and their everyday needs. This enables Lion to constant improvement our components and design our battery packs to maximize range, efficiency, and flexibility.

Powering Lion vehicles is the Dana Incorporated/TM4 electric powertrain and motor. Additionally, each Lion vehicle is outfitted with Lion proprietary onboard Telematics equipment supplying the operator with personalized reports on charge, discharge, automated alerts on faults or anomalies, and more. The electronic modules are constantly recording and analyzing real-time information about driving and vehicle conditions, including braking, acceleration, trip, and other related information regarding the vehicle.

These modules also record information about school bus's features, such as charging events and status, the enabling/disabling of various systems, diagnostic trouble codes, VIN, speed, direction, and location. Furthermore, our vehicles are outfitted with an onboard smart charging option, not requiring the installation and purchase of a more expensive smart charger. Our Lion battery packs are climate-controlled to ensure that battery temperature always remains on average at 70 F: the optimal temperature range for battery safety and performance.

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 school buses have a 400 - 800-Volt lithium batteries pack that can be up to 155 kWh. Charging time to 100% battery will vary between 5h to 16h, depending on battery conditions and the charging infrastructure used (level 2 or level 3).

STATE OF CHARGE//

Lion has added state of charge indicators to facilitate charging and quickly determine whether a bus is charging and when its optimal level is reached.

Furthermore, the marker lights serve as indicators. For example, if the first light stays solid and the second is blinking, this means that the state of charge is between 33% and 66%. Once all lights remain solid, the school bus is at 100%.

Lion's port can accept both Level 2 (J1772) and Level 3 (SAE-Combo, CCS) connectors. We have innovated the charge port indicators to ensure drivers will refrain from leaving their bus if it is not properly connected. Thus, Lion decided to add a 3-mode light by the charging port; off, lit (ON), and flashing.

When the light turns off, this means that the school bus is not charging. When the charge port light remains 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.

This system allows the driver and technicians to know the exact state of their batteries before they leave the charging facility.

SOUND GENERATOR//

Lion has added a sound generator outside the bus to ensure that technicians, operators, and drivers hear the school bus when it is driving. Because the bus is nearly silent even when powered on, the sound generator prevents potential accidents by providing a constant audible alert of its status.

USER INTERFACE AND VEHICLE DESIGN//

Lion has an industry leading user interface (UI) that enables operators and fleet managers to monitor and track a driver's energy consumption and efficiency, as well as perform 90% of all troubleshooting work remotely. This is partially enabled by Lion's choice to position major power electronics in locations that are easily accessible for technicians while still being water- and dust-free to improve the longevity of the components. While legacy brands and retrofitters are type casted by traditional diesel bus layouts, Lion vehicles are designed to be electric.

With our UI, the driver can see the state of charge, speed, time, heater temperature, live energy consumption, average consumption, regen state, gears, outside temperature, 12-volt meter, and actual range (as well as optimal vs worse range based on driving abilities). A technician can then unlock the screen with a password to have access to multiple other pages.

There is a complete page dedicated to pre-heating and cooling the bus with a 7-day schedule with 4 different daily periods that can be updated for efficient pre-heat and pre-cool settings. Maintenance and diagnosis pages include information on all electrical

components, required updates, preventive maintenance, battery details, charger details, and powertrain details.

The system can be adjusted on demand based on use preferences. Technicians and operators do not need additional software or specific computers to access advanced feature; they can perform their diagnostics directly on the screen without outside assistance.

Many manufacturers charge districts upwards of \$10,000 for software upgrades and additional licenses and can require formal classroom / hands-on training, incurring additional costs to the district, but Lion's process is easy and cost effective. We can even remotely access the screen through Wi-Fi to perform any additional diagnoses or required updates.

SAFETY//

Lion includes two safety switches on each bus (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 safer to operate and respond in a potential emergency due to their fewer components and lack of flammable fuel.

VEHICLE-TO-GRID//

The LionC has Vehicle-to-Grid (V2G) capabilities when paired with a selection of compatible bi-directional charger options. Lion has partnered with multiple leading integration providers to integrate a platform that manages both charging and discharging of the bus's battery. As a result, this can reduce energy costs for fleet operators, stabilize the grid during peak hours, enable electric vehicle batteries to serve as emergency power sources, and expand innovative technologies that support a net-zero future. The LionEnergy team will identify and recommend the optimal charging infrastructure to best meet the V2G needs of today.

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 can build up to 22,500 all-electric vehicles annually across our US and Canada facilities.

Lion can achieve this by eliminating high inventory levels and by building customized orders to accelerate deliveries while meeting each client's unique needs. Our production lines are exclusively dedicated to electric vehicles and our internal workforce specializes in EV assembly. Lion has over 1000 employees that are responsible for the complete design and assembly process along with managing the distribution model, pre-delivery inspections, and quality review.

Lion subcontracts manufacturing expertise for certain materials and has created over 1000 indirect jobs in North America as part of this process.

42	Describe the safety features and innovations incorporated in the manufacturing of your buses that impact student safety.	<p>Lion has made immense investments into ensuring we are able to follow state and province regulations regarding school bus safety, including but not limited to safety belts, wheelchair accessibility, and the distance between rows, because safety is at the center of our everyday focus.</p> <p>From the start, we ensure our manufacturing facilities, employees, products, and customers are always safe, and that strict procedures are followed to respect all processes that have been put in place. As such, we can deliver one of the safest school buses on the road today and have been doing so since 2008.</p> <p>In fact, Lion's decision to put our full force behind electric vehicles started with our goal to guarantee students' health on our vehicles. That is how our all-electric school buses were purpose-built: to reinforce that student exposure to harmful diesel emissions should be fully eliminated. Lion is ensuring the students' continued health and safety by providing the alternative: our zero-emission all-electric school buses.</p> <p>Further, ensuring the driver's safety ultimately guarantees student safety. As such, Lion offers multiple options to reinforce the driver's and passengers' security:</p> <ul style="list-style-type: none"> •Regenerative braking to enhance the driver's experience and safety. •102 inches wide aisle compared to traditional 96-inch-wide aisle offered by competitors. •Detailed cluster with live data on current state of charge and necessary information to best use the vehicle.
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43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>At Lion, sustainability is our priority, both for our products and our practices. Unlike competitors, our emission-free school buses are built to be electric and are already playing an integral role in both short- and long-term carbon reduction goals. Beyond the environmental benefits provided by our products, Lion is committed to minimizing the environmental impact of our production facilities and material sourcing across the US and Canada.</p> <p>As detailed in our 2022 ESG Report, in 2022, 63 Lion electric trucks and 698 Lion electric buses for which we collected data avoided 5,042 tCO₂e of GHG emissions across the US and Canada. That the equivalent of roughly 500,000 gallons of diesel emissions averted by Lion vehicles.</p> <p>But we know that isn't enough. It's estimated that humanity would need to reduce global material extraction and consumption by one-third to bring it back to a safe level for the planet, and the recent boom in battery component mining must play a major role in that reduction. From the drafting table, it is vital that all products are designed to use less material, be used for longer, be reusable, and be made cleanly. That is why Lion is currently exploring possible battery disposal and reuse.</p> <p>It's no secret that over many years, even the best EV batteries lose their ability to efficiently propel a vehicle and need to be replaced. But these batteries are not useless, and Lion engineers are developing new ways to give them a second life. Lion has partnered with utility providers and customers to develop secondary uses, such as solar power storage, emergency response energy banks, and backup generator storage.</p> <p>Additional applications are also being tested, such as using our batteries to power cell phone towers, medical sites, and school facilities. As Lion vehicle batteries experience remarkably low degradation rates (roughly 1% annually depending on usage conditions), we are confident that even more solutions will be developed by the time a Sourcewell client's bus is ready for new batteries.</p> <p>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. The steel battery pack can be recycled, as can the copper wires and battery components (lithium, cobalt, magnesium, and nickel).</p> <p>As with any manufacturer, the waste produced by Lion facilities cannot be ignored. Addressing waste generation and disposal not only reduces environmental pollution but also exhibits a commitment to social responsibility by safeguarding the health and well-being of communities. In 2022, Lion appointed an environmental specialist, whose role is to implement and oversee waste management initiatives. Following her recommendations, we improved our waste management practices by implementing recycling initiatives at our Saint-Jérôme facility, optimizing our landfill stockage practices and improving our processes and communications around waste management. Going forward, we will set specific objectives and targets for each of the categories of our waste.</p> <p>As a company which produced diesel buses for several years before going electric, Lion has been working thoughtfully to find a second life for our outdated gas guzzlers. Lion has bought back many such vehicles and given them a second life. Some were sold at bargain rates to technical colleges to use in instructional courses while others have found new life as cafes and concession stands. In the spirit of the circular economy, Lion is finding new uses to prolong the lifecycle while ensure old vehicles cannot further pollute the atmosphere.</p>
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44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Lion works with multiple partners to promote electrification of transportation across North America and has 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 these partners, Lion has participated in sustainable events and actively leverages their sustainable practices.</p> <p>In addition to working with outside organizations, Lion conducts cutting-edge battery recycling and improvement research at our Mirabel, Quebec, facility. It is our goal that by improving not only the capacity, but the reusability, of EV batteries, we can make the technology truly sustainable. Lion also continues to work with customers who purchased pre-electrification Lion buses to repurpose the vehicles, often providing a revenue source while taking a polluting vehicle out of commission.</p> <p>Lion has also received many awards and recognitions for the work we do to improve our environment, including but not limited to:</p> <ul style="list-style-type: none"> •Corporate Knights – Future 50 Award •Green Car Journal 2022 – Green Car Product of Excellence Award •Trade & Industry Development – Corporate Investment & Community Impact Award •Les Mercuriades 2022 Finalist •Investissement Québec Champion Vert (Investment Québec Green Champion) 	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>Lion has a clear nondiscriminatory hiring policy thoroughly implemented within our company. This policy is uniform across US and Canada employees and is clearly stated and shared in our employee onboarding packages. Lion believes in hiring the best person for the job, regardless of ethnic background, gender or sexual identity, religion, disability, or other characteristics.</p>	*

46	<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 production facilities in the US and Canada, Lion is uniquely poised to immediately support Sourcewell entities' electrification requirement throughout North America. At full capacity, our new Illinois plant alone can produce 20,000 vehicles annually. These transnational facilities ensure that regardless of where a client is located, we can provide vehicles which fully comply with all regional purchasing requirements, including "Build American, Buy American" and the equivalent Canadian programs. Across the US and Canada, Lion buses have already racked up more than six million miles of service. That's long enough to drive around the globe over 240 times.</p> <p>BORN TO BE ELECTRIC //</p> <p>Unlike our competitors, Lion buses are built to be electric from the ground up. By focusing on building an all-electric vehicle rather than retrofitting antiquated diesel vehicles, Lion makes turnkey fleet electrification achievable on a much shorter timeline.</p> <p>We design and build our own chassis and battery packs and have spent years honing our own proprietary operating software. Thanks to our proprietary battery management system, we are in a unique position to have all Lion vehicle operating data and a history of advancing our technology. This means that as more Lion vehicles hit the road, we will be able to collect even more data to improve bus performance in real time. By investing early and heavily into our proprietary technology and specialized workforce, we've made a fully electric fleet possible for every school district in the US and Canada.</p> <p>ABILITY TO MEET DEMAND AND DEADLINES //</p> <p>Lion's transnational production facilities and logistical knowledge has made us the leader in deployment of electric school buses across North America. Where other OEMs have faltered, we have demonstrated our ability to successfully deploy zero-emission school buses and meet deadlines. Demand for Lion vehicles increases every year, and we have successfully scaled up manufacturing capacity to keep up.</p> <p>As a committed battery electric manufacturer, our facilities do not need to be re-tooled or re- configured to accommodate the production of our school buses. Our newly opened Illinois facility has increased our production capacity nearly tenfold, empowering us to further expedite our industry-leading delivery timelines. Lion can begin to fulfill orders under this RFP today, including the often-overlooked need for custom-designed charging infrastructure.</p> <p>COMMITTED TO HEALTH AND SAFETY//</p> <p>Like our Sourcewell customers, Lion is committed improving air quality and the health and safety of children and operators who ride our buses. Beyond the health benefits that come with reduced diesel emissions and noise pollution, Lion buses meet or exceed school bus safety requirements across our entire sales territory. Our commitment to passenger safety gives parents valuable confidence and peace of mind when they see their students step onto a Lion bus.</p> <p>Our focus and commitment make Lion the ideal partner in the electrification process of Sourcewell's participating agencies and represents the best return on investment. 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 school buses. We look forward to working with Sourcewell entities to provide a healthy breathing environment to workers, children, 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 *
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47	Do your warranties cover all products, parts, and labor?	<p>Lion takes pride in providing an exceptionally comprehensive warranty program for all of our vehicles, including the High-Voltage Battery System. A thorough overview of our warranty program and our claims procedure can be found below.</p>
		<p>Lion limited warranty covers the repair or replacement, at the sole discretion of The Lion Electric Co., Inc. (hereinafter "Lion"), of any part in your new Lion vehicle for which there appears to be a material or manufacture defect in routine use, maintenance and service conditions during the limited warranty period, subject to the restrictions and exclusions stipulated in the "Exclusion" section. Please refer to the attachment Lion Limited Warranty developed for Sourcewell for Lion Limited Warranty on our proposed vehicles.</p>
		<p>The Lion Electric Co. ("Lion") also warrants to the original purchaser that its High-Voltage Battery System ("Battery") will be free from material defects in material and workmanship under normal use and when properly serviced. Lion agrees to repair or replace defective parts at no additional cost to the purchaser subject to the terms and conditions set forth herein. This is a limited warranty subject to the terms and conditions stated in the Standard Limited Warranty for the High-Voltage Battery System, and subject to compliance in all respects with the approved use conditions set forth at the bottom of the Standard Limited Warranty. Lion's Standard Limited Battery System Warranty ("Warranty") applies to the internal Battery components listed the warranty. The Warranty covers 100% of the parts and labor reimbursement (if applicable in accordance with the terms of this Warranty and the purchase agreement). Please refer to the attachment Lion Limited Warranty developed for Sourcewell for Lion Standard Limited Warranty for the High-Voltage Battery System.</p>
		<p>Additionally, Lion provides the flexibility of acquiring extended warranties for select components of our electric school buses. Sourcewell members can choose between 1, 3, or 5-year extended warranty options, tailored to the manufacturer's extended warranty program. For further details, kindly refer to the attachment Lion Limited Warranty developed for Sourcewell.</p>
		<p>Claims procedure</p>
		<p>The Lion Limited Warranty, applicable to school buses, shuttles, and trucks, entails a claim procedure that necessitates adherence to specific steps for warranty claims.</p>
		<p>To initiate a Lion Warranty Claim, owners must follow the prescribed procedure detailed in the Lion Limited Warranty, including submitting a completed form with photos, supporting documents, and vehicle on-board computer data to garantie.warranty@thelionelectric.com.</p>
		<p>In cases of malfunctions, immediate notification to the Service and Warranty Departments is essential, accompanied by a request for technical support via the Lion website. Repair or replacement of a major component under warranty requires prior authorization from Lion's Service Department, failure of which may result in non-coverage.</p>
		<p>Furthermore, detailed estimates from third-party repairers, along with pre- and post-repair documentation, are required for authorization, with the owner retaining all replaced parts for three months after the warranty claim date.</p>
		<p>Submissions for refunds through the Lion Warranty are reviewed within 30 days, but warranty approval and authorization are contingent on repairs being in accordance with the original equipment manufacturer's specifications.</p>
48	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Our warranties have limitations and exclusions that are detailed in our Lion Limited Warranty and in our Lion Standard Limited Warranty for the High-Voltage Battery System which are provided in the attachment Lion Limited Warranty developed for Sourcewell.</p>
		<p>Lion is delighted to provide Sourcewell members with an extra year of warranty at no cost, showcasing both our dedication to delivering the utmost reliability and our commitment to delivering unparalleled service within the market.</p>
49	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>While our warranties do not cover expense for technicians' travel time and mileage to perform warranty repair, most warranty work can be performed remotely. In cases where on-site support is needed, a travel cost policy has been established and is shared with customers to inform them of the billable amounts in any case. The costs are reasonable and help keep expenses low for customers to ensure a positive customer experience.</p>

50	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>Lion's Mobile Technical Support Team, a network of EV experts qualified to provide in-person and remote technical assistance to all Lion customers, is available regardless of vehicle location. Our zero-emission vehicles have remote access capabilities and onboard components that allow for easy troubleshooting and free software updates. This technology enables the BrightSquad not only to diagnose, but to solve issues remotely, significantly reducing costly vehicle downtime. The BrightSquad can also travel to customer sites directly to perform in-person maintenance, service, and warranty work.</p> <p>Lion's BrightSquad is equipped with tools and parts sourced at any of our Experience Centers across Canada and in the US. If Lion does not have an Experience Center near a customer's site, Lion will work with local third-party service providers to reduce any vehicle downtime caused by vehicle maintenance or service. For example, we work with local air conditioning repair shops and vehicle body shops when needed.</p>	*
51	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, in addition to the limited warranty offered by Lion, original component manufacturers may offer their own warranties. The warranty on parts and components for products manufactured by parties other than Lion, is limited to the warranty provided by their respective manufacturers and administered by Lion. It is recommended that the buyer read the manufacturer's warranty coverage for an original component.	*
52	What are your proposed exchange and return programs and policies?	As per our warranty, when applicable, defective parts or vehicles will be repaired or replaced. We do not offer a return program.	*

53	Describe any service contract options for the items included in your proposal.	<p>An investment in a Lion electric vehicle is not just an investment in long-term zero-emission fleet goals, it is also an investment in your staff's education and professional development as they learn to operate and maintain your new electric vehicles. Lion has a robust team of highly qualified experts who are equipped with the training, knowledge, and skills to answer all questions that your staff may have about their Lion vehicles.</p> <p>With Lion's unwavering commitment to customer satisfaction, we ensure that each client receives continuous assistance throughout their vehicle's entire lifespan, regardless of warranty status. Our comprehensive service agreements not only provide exceptional maintenance support but also empower customers to optimize the longevity and performance of their buses.</p> <p>At Lion, we prioritize our customers' satisfaction. As part of our commitment to excellence, we offer a comprehensive warranty package to each customer upon the delivery of their buses. This all-inclusive package contains detailed information on warranty claim procedures, parts ordering forms, and technical assistance protocols. Additionally, we go the extra mile by providing extensive training to our customers' technicians, ensuring they are well-versed in following the warranty procedures and seamlessly completing the entire warranty claim process.</p> <p>To ensure that we consistently deliver the highest standard of service, we conduct customer satisfaction surveys after each service event. These surveys serve as valuable feedback channels, allowing our customers to share their experiences regarding our technicians' work, our responsiveness, and the overall quality of our services. We recognize the significance of leveraging customer insights to continually enhance our offerings. By actively listening to our customers and implementing their feedback, we have been able to make significant improvements in both the quality of our vehicles and the efficiency of our warranty program.</p> <p>At Lion, our dedication to service goes above and beyond the warranty period. We firmly believe in sustaining exceptional customer support even after the warranty has expired. Our expert support teams are readily available, providing remote and onsite assistance for all buses, ensuring that your fleet continues to operate seamlessly. Rest assured, Lion remains committed to delivering unparalleled after-market service, all while prioritizing the sustainability of our solutions for your business.</p> <p>Lion's all-encompassing service agreements provide Sourcewell members with absolute confidence in handling maintenance and repairs for their electric buses. Our commitment to their success is evident in the tailored service options, precisely designed to meet their unique needs and maintain their fleet in top-notch condition. For Sourcewell members with in-house technicians, we offer exclusive in-house repair agreements and personalized training programs, tailored to their requirements. Moreover, Lion extends a follow-up training program catering to new technicians or drivers joining their fleet, ensuring a seamless transition and continuous excellence in operations.</p> <p>Lion provides continuous assistance to every customer, ensuring uninterrupted fleet maintenance throughout the entire lifespan of their electric bus, even beyond the warranty period. Our ultimate objective is to create a positive, productive, and enriching customer experience that spans the entire journey of owning an electric bus.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
54	Describe your payment terms and accepted payment methods.	Upon delivery of the vehicle, net 30 days. Any other payment term requested by Sourcewell members must be pre-approved by our finance department beforehand.
55	Describe any leasing or financing options available for use by educational or governmental entities.	<p>Lion's industry-leading experience deploying all-electric medium- and heavy-duty vehicles has allowed us to create our next game-changing service for our customers: LionCapital Solutions. Through LionCapital Solutions, we provide innovative, flexible, and all-inclusive financing solutions tailored specifically to our clients' needs and their Lion zero-emission vehicles.</p> <p>In the electric vehicle industry, where financing can mean the difference between a single deployed zero-emission bus or an entire electrified fleet, LionCapital Solutions stands out as the most effective financial resource for Lion's clients.</p> <ul style="list-style-type: none"> ü Financing specifically designed for Lion customers and their Lion vehicles. ü Can eliminate the upfront capital requirement to transition to zero emission vehicles and result in a favorable total cost of ownership from day one. ü Flexible and complementary solutions, including financing for charging infrastructure. ü Simplified process: Lion manages the entire financing lifecycle, from start to finish. <p>LionCapital Solutions is uniquely positioned to provide our customers with a financing service that is designed for the medium- and heavy-duty electric vehicle market. Our all-in-one solution can be customized to fit any client profile, from a small EV deployment to fleetwide electrification, and offers financial tools designed to optimize our customers' total cost of ownership. LionCapital Solutions hosts a full menu of financial services, including loans, leases, and monetization of carbon credits in states/provinces where such markets are established.</p>
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All Sourcewell purchases will utilize our standard Lion quote form, which includes all the information needed to complete the transaction, including purchase specifications, billing and delivery information, contact information of the seller and purchaser, discounts, taxes, and vehicle specifications, as well as warranty options. Additional paperwork may be required on a state-by-state basis or if the purchaser is planning to leverage available grant funding. A sample quote has been uploaded as a supplemental document to give customers an idea of what their quote will look like.
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Lion accepts payments in the form of checks and direct deposits.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *

58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Due to the array of floor plan options, passenger capacities, and battery ranges available, the base price listed for each school bus reflects the minimum range. Lion takes pride in offering comprehensive solutions for Sourcewell members. Therefore, it is essential for customers to engage with our sales representatives to determine the most suitable configuration for their requirements.</p> <p>Customers are encouraged to specify their association with our company through the Sourcewell RFP contract, as this will grant them access to customized pricing for this agreement. Lion acknowledges the significance of delivering turnkey solutions to Sourcewell's clientele and will achieve this by gaining an understanding of each customer's specifications. We are committed to offering tailor-made turnkey solutions that align with their specific needs, prerequisites, routes, and required ranges. It's worth noting that the versatility of electric buses necessitates meticulous upfront planning due to the varying range options within each platform.</p> <p>Lion's commitment is to accommodate diverse specification requests from customers, ensuring that the electrification of transportation continues to effectively meet the demands of customers across North America</p> <p>Within our vehicle SKU, you will find Lion's vehicle models along with essential components, including equipment, kWh specifications, and other significant options necessary for a complete turnkey solution. These are thoughtfully detailed separately in the Sourcewell - Lion Options Price list.</p>
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Lion has chosen to provide a set discount of \$5000 per bus on base price.
60	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 Lion Salesforce pamphlet attached to our proposal to discuss quantity and volume discounts.
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>At Lion, we understand that every customer's requirements and preferences are unique. That's why we've crafted a personalized approach to cater to Sourcewell members' needs. With multiple vehicle options and battery ranges available, we take the guesswork out of the equation and offer tailored quotes for each state or Canadian province, ensuring that all relevant requirements, specifications, and taxes are meticulously applied.</p> <p>We strongly encourage our Sourcewell members reach out to any of our dedicated salesforce members. They are well-equipped to guide them in selecting the equipment that best suits their organization's objectives. Once we have a clear understanding of their needs, our sales team will generate a custom quote, perfectly tailored to their unique demands.</p> <p>When it comes to nonstandard options, simply contact one of our team members, and they will provide Sourcewell members with pricing options. Rest assured, we offer competitive rates, either at cost or at cost plus a percentage, depending on your specific requests.</p> <p>For Sourcewell members who are tax-exempt, we value their time and want to make the process as smooth as possible. As such, they should mention their tax-exempt status when Lion begins the quoting process so we can ensure the necessary adjustments are made accordingly.</p> <p>At Lion, customer satisfaction is our top priority, and we're committed to delivering not only exceptional electric vehicles but also a seamless and tailored experience throughout a Sourcewell member's journey with us.</p>

62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	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	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	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.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	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.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	<p>At Lion, innovation is in our DNA. We have proven ourselves as trailblazers, especially in the face of challenges like the COVID-19 Pandemic. When the world needed safe and efficient solutions, we stepped up to the plate and redefined the game.</p> <p>Our team rose to the occasion and embraced the virtual realm, offering seamless deliveries and trainings to our valued customers. Through interactive video walkthroughs, we provided an unparalleled experience, all while ensuring that safety remained our utmost priority. The school bus stayed firmly in place, minimizing any possibility of cross-contamination, as we delivered cutting-edge technology and knowledge right to your fingertips.</p> <p>When you choose Lion, you get more than just a school bus; you receive a comprehensive, turnkey solution. Our services are designed to make your life easier. Each delivery comes with a complimentary 4-hour training and a meticulous review of the charging infrastructure, guaranteeing a smooth transition into the future of electric transportation.</p> <p>Safety is at the heart of everything we do. Our vehicles are meticulously tested, and each option is carefully installed to ensure the highest quality standards. Rest assured, our inspections leave no stone unturned, offering you peace of mind as you embark on this electrifying journey with Lion.</p>	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	d. other than what the Proposer typically offers (please describe).	Lion extends its most competitive pricing exclusively to Sourcewell members.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Lion has taken proactive steps to ensure compliance with the proposed contract. Each quote generated for Sourcewell participating entities will include the Sourcewell contract number, serving as a marker for our financial department. Our customized quotes will incorporate an internal sheet that automatically computes the administrative fee for Sourcewell, along with any proposed discounts at the time of the quote. This process will also apply to the subsequent Purchase Order, signaling our accounts payable team to proceed and including the fee in the Sourcewell quarterly report. At the quarter's end, a check will be sent to Sourcewell, accompanied by the comprehensive report and all supporting documents, such as copies of the Quote, PO, invoice, delivery documents, and any other materials Sourcewell may require for its quarterly reporting. As a publicly traded company, Lion already reports data quarterly and will have no difficulties ensuring compliance with a Sourcewell contract.
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Lion uses internal metrics to track its success with this contract and will closely monitor the number of interested customers through the Sourcewell contract that generate a quote and then a purchase order. As a seasoned Sourcewell supplier, we can anticipate and meet the demand for electric school buses that would come with a Sourcewell contract. We will continue to 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
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	In establishing an appropriate administrative fee that Lion would remit to Sourcewell for their role in facilitating, managing, and promoting the Sourcewell Contract should Lion be an awardee, we need to consider the higher initial capital investment necessary for our school buses. Electric school buses play a pivotal role in minimizing greenhouse gas emissions and this factor holds considerable weight. As a solution to this challenge, we propose the inclusion of a flat fee of \$800 as an administrative fee. Our recommendation is based on several factors that underscore the fairness and accurate evaluation of this fixed \$800 administrative fee: 1. After conducting an extensive assessment of various CO-OP bids across the United States, Lion has concluded that the proposed flat fee of \$800 aligns with industry norms. 2. Reducing the administrative fee will streamline Lion's ability to guide potential customers towards using the Sourcewell contract, instead of pursuing the RFP process. This will result in time savings and increased revenue for all parties involved. 3. Lion remains dedicated to innovation through the introduction of new product offerings, seamless equipment integration, and technological strides. Lion consistently directs substantial investments towards deployments, educational initiatives, training programs, novel technologies, and groundbreaking advancements. In contrast, traditional original equipment manufacturers (OEMs) are not faced with identical expenditures, as they deal with methods and products that have been cultivated over decades.

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you	Lion is excited to extend a comprehensive turnkey solution to every Sourcewell member. This solution encompasses vehicle selection, charging infrastructure,

are offering in your proposal.

assistance with grants, training, maintenance, financing and telematics. Further details about our array of products and the services we provide are outlined below.

Vehicle selection

Lion is proposing the following vehicles to Sourcewell members:

LionC - All-electric school bus

LionD - All-electric school bus

LionC - Commercial bus - All-electric school activity bus with a white finish

Timely delivery of our vehicles throughout North America is guaranteed. Please consult the corresponding brochures attached as supporting documents. These brochures will bear the same names as the items listed above for convenient cross-reference. Our sales and management teams are at your disposal to address any inquiries you may have regarding our range of products.

Charging Infrastructure

Building on our unmatched experience deploying all-electric vehicles and charging infrastructure, Lion's engineers and energy specialists have leveraged their knowledge and expertise to create LionEnergy, our answer to the charging infrastructure challenge that zero-emission fleets have been facing for years.

LionEnergy was established for one reason: to solve the charging infrastructure problem by providing a turnkey solution that addresses each fleet's unique charging needs. LionEnergy helps fleets identify and choose the optimal charging stations for their electric vehicles and can manage the countless elements involved in infrastructure installation. In LionEnergy, we bring together our partnership with charger manufacturers, our experience managing complex infrastructure projects, and our unparalleled track record of designing and deploying zero-emission medium- and heavy-duty vehicles to create the ultimate partner to Sourcewell members' charging infrastructure journey.

LionEnergy does not manufacture charging stations, but rather leverages authorized reseller agreements with several charger manufacturers. To date, LionEnergy has deployed charging stations all over the United States and Canada, including both alternating current (AC) chargers as well as direct current fast charging (DCFC) ones.

Grant assistance

Lion's turnkey electric vehicle solution goes above and beyond what most other zero-emission vehicle manufacturers offer. Lion also helps with grant applications and project management to help fleets apply for subsidies. *

The substantial initial capital cost of electric buses is a common challenge for many fleets. To address this, Lion has established a dedicated Grant Team to support fleets in identifying and pursuing grant funding opportunities promptly. This team consistently monitors available and upcoming local, state/provincial, and federal grants. By staying updated on zero-emission vehicle grant developments, the Grant Team equips companies/agencies like Sourcewell members to secure maximum incentives. Lion was a pioneer in receiving modern Type 1 zero-emission battery electric school bus funding nationally. Building on this achievement, Lion has nurtured a strong Grant Team to guide fleets through the proposal writing process. The team's core objective is to aid fleets in winning incentive funding that enables the realization of their zero-emission fleet objectives.

In assisting fleets in deploying Lion electric vehicles, the Grant Team actively identifies, harnesses, and secures funding from various potential financial sources. Lion boasts an unparalleled ability to secure grant funding, backed by a track record of success. To date, Lion has secured funding across Canada and the US, amounting to tens of millions of dollars in grant funds.

Financing

Lion's extensive experience in deploying electric medium- and heavy-duty vehicles has led to the creation of LionCapital Solutions, our groundbreaking financing service. This innovative offering delivers tailored, comprehensive financing solutions for our clients' needs, aligning perfectly with their Lion zero-emission vehicles. LionCapital Solutions can provide Sourcewell members:

- A tailored financing designed exclusively for Lion customers and their Lion vehicles.
- Potential elimination of initial capital requirements for transitioning to zero-

		<p>emission vehicles, leading to favorable total cost of ownership right from the outset.</p> <ul style="list-style-type: none"> • Versatile solutions encompassing charging infrastructure financing as well. • A Streamlined process: Lion handles the complete financing journey, from inception to conclusion. <p>Telematics</p> <p>Lion has its own proprietary software for tracking and reporting. The LionBeat is our telematics fleet management software that is installed on all vehicles and that can be customized to meet Sourcewell member's specific data collection and reporting needs. Once the LionBeat subscription has been activated, they can access your reports and real-time fleet data from any of your electronic devices. Sourcewell members can opt to activate this service by contacting our sales and management teams. Please refer to the LionBeat one pager for more detailed information.</p>
71	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>Due to the staggering number of options or state and province regulations regarding school bus types, we have listed some options that you could use to customize your school bus.</p> <p>LionEnergy is our answer to the charging infrastructure puzzle that zero-emission fleets have been trying to solve for years. With their years of lived experience, our LionEnergy engineers work with customers to identify, purchase, and install the optimal charging stations and support infrastructure for their electric fleets. Simply put, LionEnergy is what makes Lion vehicles a truly turnkey solution for fleet electrification.</p> <p>With LionEnergy, we bring together our partnership with charger manufacturers, our experience managing complex infrastructure projects, and our unparalleled track record of designing and deploying zero-emission medium- and heavy-duty vehicles to create the ultimate partner to Sourcewell clients' charging infrastructure journey.</p> <p>LionBeat is Lion's advanced telematics system purpose-designed for your all-electric Lion vehicles. Data analysis conducted by the LionBeat Team will reveal the actual driver performance and driving habits, which we will be able to optimize and help reduce your operational costs. Among other things, LionBeat also analyzes your vehicle power consumption when charging, allowing you to reduce the energy used and its cost.</p> <p>Lion provides turnkey solutions for Sourcewell generated contracts. Therefore, it is important for customers to contact our dedicated Salesforce to review what best suits their needs. Lion will achieve this by understanding the required specifications for each customer, and offering a tailored solution based on their needs, routes, range needed, operations, and most importantly State or province requirements.</p>

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

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

Line Item	Bus Type	Offered *	Engine - Gas & Diesel *	Engine - CNG or Propane *	Engine - Hybrid or Alt Fuel *	Electric Powered *	Comments
72	Type A School Bus	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
73	Type C School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
74	Type D School Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A
75	School Activity Bus	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	Type C School Activity Bus only
76	Prison Bus	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A
77	Accessories, Parts, and Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	N/A

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”
 - [Pricing](#) - Sourcewell-Lion Buses-Price List.zip - Monday October 23, 2023 13:00:03
 - [Financial Strength and Stability](#) - The Lion Electric Co - 2022 Annual Report F-40.pdf - Monday October 23, 2023 12:52:39
 - [Marketing Plan/Samples](#) - Marketing Documents.zip - Wednesday October 25, 2023 12:44:53
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - Lion Limited Warranty developed for Sourcewell.pdf - Wednesday October 25, 2023 12:49:11
 - [Standard Transaction Document Samples](#) - Quote_Exemple_EN.pdf - Monday October 23, 2023 12:53:22
 - Requested Exceptions (optional)
 - [Upload Additional Document](#) - Specification sheets.zip - Monday October 23, 2023 13:00:46

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

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

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

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

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

Yes No

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

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

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