

**Solicitation Number: RFP #032824****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Nikola Corporation, 4141 E. Broadway Road, Phoenix, AZ 85040 (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 Class 4-8 Chassis and Cabs with Related Equipment, Accessories, 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 July 9, 2028, 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

Nikola Corporation

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/2/2024 | 8:01 PM CDT

DocuSigned by:
Ryan-marc Clayton
F84F056C7ED54C5...
By: _____
Ryan Clayton
Title: Global Head Sales
Date: 7/2/2024 | 3:10 PM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name: Nikola Corporation
Address: 4141 E Broadway Rd
Phoenix, Arizona 85040
Contact: William Higgins
Email: will.higgins@nikolamotor.com
Phone: 407-456-4757
HST#:

Submission Details

Created On: Friday February 09, 2024 13:57:55
Submitted On: Thursday March 28, 2024 14:29:39
Submitted By: William Higgins
Email: will.higgins@nikolamotor.com
Transaction #: b7620ee1-4e24-4d80-b43f-7d07e782f667
Submitter's IP Address: 68.134.220.198

Specifications**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Nikola Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Nikola
4	Provide your CAGE code or Unique Entity Identifier (SAM):	SAM UEI: N3GCDHJWXKX8
5	Proposer Physical Address:	4141 E Broadway Rd Phoenix, AZ 85040
6	Proposer website address (or addresses):	https://nikolamotor.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):	Ryan Clayton Global Head, Sales 4141 E Broadway Rd Phoenix, AZ 85040 ryan.clayton@nikolamotor.com 404-431-2100
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	William Higgins Senior Manager, Government Affairs 4141 E Broadway Rd Phoenix, AZ 85040 will.higgins@nikolamotor.com 407-456-4757
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Alexia Bednarz Team Lead, Sustainability and Government Affairs 4141 E Broadway Rd Phoenix, AZ 85040 Alexia.Bednarz@nikolamotor.com 602-708-7082

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>Nikola Corporation's mission is clear: pioneering solutions for a zero-emissions world. As an integrated truck and energy company, Nikola is transforming commercial transportation, with our Class 8 vehicles, including battery-electric and hydrogen fuel cell electric trucks, and our energy brand, HYLA, driving the advancement of the complete hydrogen refueling ecosystem, covering supply, distribution, and dispensing. Nikola headquarters is based in Phoenix, Arizona, with a manufacturing facility in Coolidge, Arizona. Nikola was founded in 2015 and has been publicly traded on NASDAQ since 2020.</p> <p>The longevity of our industry is assured by the significant government support and incentives driving its growth. With \$50 billion allocated from the Investing in America agenda and an additional \$7 billion in support from a DOE grant, the development of hydrogen infrastructure is accelerating rapidly. This infusion of funding will not only scale up hydrogen infrastructure but also drive down costs, ensuring the sustainability of our industry in the long term.</p> <p>California, a key focal point for Nikola, presents abundant opportunities for growth. Although the implementation of the CA Advanced Clean Fleets Rule has been paused, the mandate for zero-emissions trucks in California ports remains a crucial driver. With over 30,000 trucks operating in California ports, all slated for eventual replacement, Nikola stands to capitalize significantly on this demand in the near term.</p> <p>Furthermore, California offers attractive incentives such as HVIP and ISEF, providing up to \$288,000 and \$408,000, respectively, per hydrogen fuel cell electric truck. Nikola's hydrogen fuel cell electric truck has already garnered strong demand. As of the end of January 2024, there were 360 vouchers requested in California, of which 355 are for our truck. With such robust incentives and a growing market, the longevity of our industry is assured, positioning Nikola for sustained success in the years to come.</p> <p>At Nikola, our core values are ingrained in everything we do: Drive Forward: We embrace disruption, innovation, and challenge, constantly pushing the boundaries of what's possible. Move Fast: We prioritize simplicity, learning from our missteps, and swiftly adapting to change. Work Outward: Putting others first, we strive for collective success and aim to make a positive impact beyond our organization. Act as Owners: With unwavering commitment, we approach every task with a sense of ownership, driven by our shared vision of success for Nikola and our customers.</p> <p>In Q2 2022, Nikola began serial production of the Nikola battery-electric Class 8 tractor with a range of up to 330 miles. In Q4 2023, we delivered what we believe is the first production hydrogen fuel cell electric truck available in North America. We produced 42, delivering 35 of those to dealers and reserved seven for continued testing and fleet demos.</p>
11	What are your company's expectations in the event of an award?	Nikola views the public sector as a key leader in the path to decarbonization. We will work diligently to provide Sourcewell customers with a best in class zero emissions solution to their heavy-duty transportation needs. In the event of an award, we will work within the parameters of the Sourcewell contract and with Sourcewell staff to market and sell our truck in all covered territories.
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>Nikola Corporation is globally transforming the transportation industry. As a designer and manufacturer of zero-emission battery-electric and hydrogen-electric vehicles, electric vehicle drivetrains, vehicle components, energy storage systems, and hydrogen station infrastructure, Nikola is driven to revolutionize the economic and environmental impact of commerce as we know it today.</p> <p>Founded in 2015, Nikola Corporation is headquartered in Phoenix, Arizona. Nikola's stock is publicly traded on the NASDAQ under the ticker symbol NKLA.</p> <p>Key indicators of our financial strengths include:</p> <ul style="list-style-type: none"> -During Q4 2023 raised \$230.3M, ending the year with \$464.7M of unrestricted cash, highest unrestricted cash balance since Q4 2021 -During Q3 raised \$250M, increasing unrestricted cash by \$136.2M, and tripling unrestricted cash since Q1 2023 <p>Please see the attached 2023 10-K Annual Report and 10-Q Quarterly Reports</p> <p>For more Nikola Investor News Visit: https://www.nikolamotor.com/investor-news/</p>
13	What is your US market share for the solutions that you are proposing?	The zero-emission truck market in the United States is small, representing just .2% of the truck market today. Nikola's market share is estimated to be <.01%. Given recent policy developments across the US and Canada, we expect the market for heavy duty ZEV's to grow exponentially over the next decade.
14	What is your Canadian market share for the solutions that you are proposing?	Nikola's market share is estimated to be <.01%.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Nikola has never petitioned for bankruptcy protection.
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Our company is best described as a manufacturer. We employ an internal sales and service force that works closely with our extensive network of third-party dealers throughout the United States and Canada.
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Not applicable.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>2019 Gold Shovel Award for Nikola Coolidge Manufacturing Facility, presented by Area Development: This award highlights the excellence in the manufacturing practices and processes implemented at the Nikola Coolidge Manufacturing Facility. Nikola's decision to invest in Arizona highlights the importance of strategic location selection and government support in fostering growth and innovation in emerging industries. This move not only benefits the company but also contributes to the development of a vibrant industry ecosystem in the region. Winning the Gold Shovel Award underscores Nikola's commitment to innovation, efficiency, and quality in its manufacturing operations.</p> <p>2020 GOOD DESIGN AWARD WINNER for Tre BEV and Nikola Vehicle Design Studio: Being recognized with the Good Design Award reflects Nikola's dedication to exceptional design and aesthetics in battery-electric vehicles. It acknowledges the company's innovative approach to vehicle design, setting a benchmark for excellence and creativity in the automotive industry.</p> <p>Platinum level Green Business Leader rating by the City of Phoenix since 2020: Achieving a Platinum level Green Business Leader rating from the City of Phoenix demonstrates Nikola's strong environmental stewardship and commitment to sustainability. This rating signifies that Nikola has implemented extensive green initiatives and practices, reducing its environmental footprint and contributing positively to the community and the planet.</p> <p>2020 Best Tech Startups in Phoenix" award from The Tech Tribune in 2019 Winning the "2020 Best Tech Startups in Phoenix" award from The Tech Tribune in 2019 is a notable achievement that highlights Nikola's rapid growth, innovation, and potential within the technology sector. This recognition positions Nikola as a standout among its peers in Phoenix, showcasing its disruptive technologies, entrepreneurial spirit, and ability to make a significant impact in the local tech ecosystem. Being acknowledged as one of the top startups underscores Nikola's dedication to excellence, setting a solid foundation for future success and further establishing its reputation as a key player in the burgeoning tech scene of Phoenix.</p> <p>100 Fastest Growing Companies in Arizona, Growjo, 2021 Being listed among the "100 Fastest Growing Companies in Arizona" by Growjo in 2021 is a significant accomplishment for Nikola. This recognition underscores the company's exceptional growth trajectory and strong performance within the Arizona business landscape. By securing a spot on this prestigious list, Nikola demonstrates its ability to thrive in a competitive market, drive innovation, and effectively execute its business strategy. Being recognized as one of the fastest-growing companies in Arizona by Growjo reflects Nikola's commitment to success, resilience, and potential for continued expansion and impact in the region.</p> <p>2023 GOOD DESIGN AWARD WINNER for Tre FCEV and Nikola Vehicle Design Studio: Winning another Good Design Award for Tre FCEV and the Nikola Vehicle Design Studio reaffirms Nikola's consistent excellence in vehicle design and innovation. It showcases the company's ability to push boundaries and deliver cutting-edge solutions in the field of hydrogen fuel cell electric vehicles.</p> <p>Altair Enlighten Award for Sustainable Product 2023: The Altair Enlighten Award recognizes achievements in sustainable product lightweighting technology, a critical component of contemporary vehicle design aimed at improving fuel efficiency and reducing emissions. Nikola's win in this category underscores the company's leadership and innovation in developing lightweight and sustainable transportation solutions. By prioritizing lightweight materials and advanced engineering techniques, Nikola demonstrates its commitment to driving forward the sustainability agenda within the automotive industry, setting a precedent for environmentally conscious manufacturing practices.</p> <p>2023 shortlist for Reuters Events: Automotive D.R.I.V.E Honours in Reducing Emissions category: Being shortlisted for the Reuters Events: Automotive D.R.I.V.E Honours emphasizes Nikola's impactful efforts in reducing emissions within the automotive industry. It highlights the company's innovative strategies and technologies aimed at mitigating environmental impact and fostering sustainability.</p> <p>2024 AZ Forward Environmental Excellence Award in Technology Innovation: Winning the AZ Forward Environmental Excellence Award in Technology Innovation showcases Nikola's pioneering role in advancing environmentally friendly technologies within the transportation sector. This award recognizes Nikola's significant contributions to technological innovation aimed at addressing environmental challenges and promoting sustainable practices.</p>
20	What percentage of your sales are to the governmental sector in the past three years	Our sales to the government sector have been around 1% over the past three years, with one Nikola Tre BEV delivered to Fresno Unified School District, and Los Angeles World Airports, respectively.
21	What percentage of your sales are to the education sector in the past three years	>1%
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?	We do not currently hold any cooperative purchasing contracts.
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?	Nikola does not hold any GSA or SOSA contracts.

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 *
Duncan Polytechnical Career Pathways High School, Fresno Unified School District	Eric Rubio, Heavy Truck Program Instructor	559-785-7716
Alberta Motor Transport Association	Terri Johnson, Industry Advancement	780-395-7152
Los Angeles World Airports	Raymond J Cruz Jr., Equipment Specialist II	310-877-0062

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 *
Alberta Motor Transport Association	Non-Profit	AB - Alberta	Trucks Purchased: Nikola Tre FCEV	Two vehicles	~\$1 M USD
Fresno Unified School district	Education	California - CA	Trucks Purchased: Nikola Tre BEV	One vehicle	~\$0.5 M USD
Los Angeles World Airports	Government	California - CA	Truck Purchased: Nikola Tre BEV	One vehicle	~\$0.5 M USD
Not Applicable	Government	Alabama - AL	n/a, No other government or education customers.	n/a	0
Not Applicable	Government	Alabama - AL	n/a, No other government or education customers.	n/a	0

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.	Nikola primarily sells through a Dealership network, which each have dedicated sales representatives on staff. We complement this sales force with a Nikola Sales organization, which consists of Regional Sales Managers that directly work with the Dealerships in their respective territories, as well as National Account Sales Managers which directly structure contracts with large Fleets for nationwide deployments.
27	Dealer network or other distribution methods.	Nikola currently utilizes a network of independent dealers with 175+ location that is able to process sales in 50 states and Canada. Our dealer network map is attached.
28	Service force.	Nikola Service Domiciled in Fontana, CA and Phoenix, AZ with immediate on call coverage, our service team is able to deploy technicians within 24 hours to dealers and remote locations as needed. Nikola maintains an internal team of twenty dedicated Service Technicians at headquarters. Customer Success Team Dedicated to vehicle operation training and a resource for drivers in terms of vehicle operation questions and concerns. They conduct on-site training for operators and support staff and will perform ride-a-log support for initial roll out as requested. Nikola Pulse Control Room, our HQ based condition monitoring center: 5 staff dedicated to supporting dealer technicians as tech support throughout our service portal Nikola View. -Maximum 2-hour response time -Condition monitoring, review of all vehicles in the field for fault reporting and indication of larger vehicle issues -On call 24/7 for drivers/customers to call when experiencing an issue (Roadside assistance) Our extensive dealer network is required to: -Maintain at least two Nikola trained technicians per shift -Staff a Service Manager that is Nikola trained on the product -Staff a Parts and Warranty administrator trained on the Nikola product -Maintain minimum 2 bays at a Major Repair Garage per NFPA2 -Address vehicles within 2 hours upon arrival
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We utilize our established network of dealerships for order processing. Here's a breakdown of the roles involved: Customer is being presented with a quotation. This typically is provided by a Dealership, or in cases of a nationwide framework contract, can come directly from Nikola. Our dealerships act as the fulfillment centers for your orders. They will be responsible for: Receiving your order specifications Confirming availability with Nikola Processing any necessary paperwork and payments. Communicating with the customer regarding estimated delivery timelines and updates. Preparing the vehicle for final delivery to the customer (Including PDI) and support with vehicle registration, ELD installation, and other services as required.
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.	All customer service activities will be handled through the current Dealer Network, notwithstanding certain cases where vehicles are repaired by Nikola employees on a case-by-case basis, where there may not be a Dealer or if the Dealer needs technical assistance. The Dealers are required by Nikola in the language of their executed dealer agreement to triage a down vehicle within 2 hours of it arriving at their Service Department. While there are no direct incentives, it is expected that the dealers conduct repairs satisfactory to the end user of the vehicle and verify the customer is satisfied with said service. Should a vehicle break down on the road and a mobile service vehicle is dispatched by a dealer, they are required to respond within 4 hours.
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Nikola Corporation is willing and able to provide our products and services to Sourcewell participating entities across the United States. Nikola understands the specific requirements and procurement processes often associated with public sector entities.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Nikola Corporation is willing and able to provide our products and services to Sourcewell participating entities across Canada. Nikola understands the specific requirements and procurement processes often associated with public sector entities.
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No service and maintenance support outside of the continental US and Canada is currently possible and consequently limits our ability to serve vehicles sales in Hawaii, Alaska and US Territories.
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Nikola will be able to serve all Sourcewell participating entity sectors.
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No service and maintenance support outside of the continental US and Canada is currently possible and consequently limits our ability to serve vehicles sales in Hawaii, Alaska and US Territories.

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.	<p>Marketing Nikola's zero-emission class 8 trucks in Sourcewell will require a targeted marketing strategy that emphasizes the benefits of these vehicles and highlights their sustainability benefits for various industries and applications.</p> <p>Identify Target Audience: Begin by identifying the target audience within the Sourcewell participating entities who would benefit from zero-emission class 8 semi-trucks. This might include government agencies, municipalities, educational institutions, and nonprofit organizations.</p> <p>Highlight Environmental Benefits: Emphasize the environmental advantages of Nikola's zero-emission class 8 semi-trucks, such as reduced carbon emissions and improved air quality.</p> <p>Performance and Reliability: Address any concerns about the performance and reliability of Nikola's zero-emission class 8 semi-trucks by providing data on their capabilities, including range, power, and towing capacity. We'll highlight real-world examples of successful deployments and testimonials from satisfied customers.</p> <p>Infrastructure Support: Discuss the availability and expansion of the charging and hydrogen infrastructure to support Nikola's zero-emission trucks.</p> <p>Educational Resources: Provide educational resources and materials to help Sourcewell participating entities understand the technology behind Nikola zero-emission class 8 semi-trucks, as well as the process of transitioning their fleets.</p> <p>Tailored Messaging: Customize marketing messaging to resonate with the specific needs and priorities of different industries and sectors within the Sourcewell network. Highlight how Nikola's zero-emission class 8 semi-trucks can address unique challenges and enhance operational efficiency.</p> <p>Please see attachments for representative marketing materials.</p> <p>Additional Material is linked here: Educational Blogs: https://www.nikolamotor.com/blog/electric-vs-hydrogen-the-clean-energy-transport-debate/ Nikola Resources: https://www.nikolamotor.com/resources/</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our approach to marketing effectiveness revolves around leveraging cutting-edge technology and harnessing digital data to its fullest potential. We recognize that being tech-savvy is paramount in today's digital landscape. At the core of our strategy lies a deep understanding of the data available across all our digital platforms.</p> <p>To maximize engagement and impact, we meticulously analyze our digital assets to discern optimal posting times and content types. By delving into the intricacies of our audience's behavior patterns, we can tailor our messaging for maximum resonance. Services like Hubspot provide valuable insights, but we take it a step further by exporting and dissecting our data internally to gain nuanced insights into post topics and themes.</p> <p>Moreover, we vigilantly monitor trends and capitalize on hashtags and keywords relevant to our brand. This ensures that our content seamlessly integrates into online conversations and remains discoverable by our target audience. By staying attuned to digital trends and constantly refining our approach, we strive to maintain a dynamic and impactful online presence.</p>
38	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP?</p> <p>How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Nikola views Sourcewell as a marketplace facilitator in streamlining the procurement process for public and non-profit entities. We expect Sourcewell to list our trucks on the Sourcewell platform and communicate any interest in our trucks from Sourcewell members.</p> <p>Nikola will educate its internal sales force and dealer network about any Sourcewell members within their respective regions. We will provide digital and physical marketing materials for our internal sales force and dealer network.</p>
39	<p>Are your products or services available through an e-procurement ordering process?</p> <p>If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>Nikola does not utilize an e-procurement process.</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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.	Nikola and its Dealership provide extensive support through our 'Customer Success' team in which we focus on initial driver orientation and training. This includes general understanding of the vehicle(s) and its technology, pathways towards improved fuel efficiency, and overall fueling and charging operation. Through our service teams, we offer support for larger customers to provide training for their service technicians to perform certain vehicle maintenance elements in-house, if desired.
41	Describe any technological advances that your proposed products or services offer.	Nikola Corporation is an American manufacturer, who is pioneering solutions for a zero-emissions world. Located in Phoenix, AZ, Nikola designs and builds Class 8 heavy-duty commercial battery-electric and fuel-cell electric vehicles, as well as heavily investing in production and distribution of energy solutions. Nikola Tre FCEV is the first commercially viable fuel-cell electric solution in North America. Nikola Tre BEV and Tre FCEV have the best-in-class zero-emission range. Both products offer additional competitive value propositions such as low TCO, fleet connectivity, advanced driver interface, improved drive comfort, advanced safety systems resulting in best-in-class driver experience. Service and maintenance teams benefit from smart truck technology that is fully integrated with built-in diagnostic tools to give fleets real-time access to monitor performance and increase uptime, allowing for comprehensive support. Nikola is pushing boundaries for hydrogen safety. Nikola has been a member of the Center for Hydrogen Safety (CHS) since its inception. Nikola staff chair and participate in a number of international hydrogen vehicle and station component standards. Hydrogen vehicle fuel tanks are tested to industry standards and national regulations. To support the transition to a permanent infrastructure, we provide hydrogen through modular dispensing operations to ensure a reliable and cost-effective source. Following permanent infrastructure these agile modular solutions will function as a backup to permanent infrastructure along with operating's as additional fueling in the field. Nikola plans to utilize several paths including modular and permanent HYL A brand stations, customer site locations, and established or new truck stop locations to achieve a network of up to 60 fueling stations over the next several years.
42	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.	As a designer and manufacturer of only zero tailpipe emission battery-electric and hydrogen-electric trucks, the Nikola Tre BEV and Nikola Tre FCEV produce zero tank-to-wheel GHG emissions or air emissions. The U.S. EPA certifies that our vehicles are zero tailpipe emissions with an annual Greenhouse Gas Emissions Certificate of Conformity. Our sustainability priorities in manufacturing include: -Investments in solar energy at our Coolidge, Arizona manufacturing facility. Producing 750 kW nameplate of renewable energy. -Domestic localization of our part supply in North America, where possible. -In-house assembly of the Bosch fuel cell power module as needed. -Recycling all critical materials and batteries. -Executing waste reduction and diversion strategy in manufacturing. Sustainability is addressed in several publicly available financial documents such as our 10K and Proxy Statements. Please find more resources about Nikola's sustainability and ESG priorities included in the Investor Relations section of our website. https://www.nikolamotor.com/investors/ In 2023, we released our inaugural 2022 ESG Highlights (https://www.nikolamotor.com/2022-esg-highlights/). Please find them attached as a supplement.
43	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.	We do not have any third-party eco-labels, ratings or certifications related to energy efficiency or conservation, lifecycle design (cradle-to-cradle), or other green/sustainability factors. However, we aim to recycle or give 2nd life to 100% of scrapped lithium-ion battery cells and recycle 100% of scrapped lead acid batteries. We documented a 43% diversion rate for waste from our manufacturing facility in 2023.
44	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.	Not applicable.
45	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	Nikola Corporation leads the charge toward a zero-emissions world with two innovative Class 8 zero tailpipe emission solutions in commercial production. Our Class 8 battery-electric vehicle (Nikola Tre BEV) is capable of up to 330-mile range and the hydrogen fuel cell electric vehicle (Nikola Tre FCEV) has an up to 500-mile range. The Nikola TRE BEV 6x2 is a Class 8 emissions-free vehicle that is powered by lithium-ion batteries. With the power of these batteries, the Nikola TRE BEV6x2 is a one-of-a-kind vehicle with the capability to run any mission that a classic internal combustion class 8 vehicle can run while reducing the tailpipe emissions to zero. the Nikola TRE FCEV also has 9 HV traction batteries. These Lithium-Ion batteries are made up of battery cells that provide a total of 738kWh (82kWh per pack) of energy. The Nikola Tre BEV 6x2 also has a regenerative braking system with 6 different levels allowing for the driver to control the level of deceleration. The Nikola TRE FCEV 6x2 is a Class 8 emissions-free vehicle that is powered by the combined force of hydrogen fuel cells and lithium-ion batteries. With the power of these two next-generation technologies, the Nikola TRE FCEV 6x2 is a one-of-a-kind vehicle with the capability to run any mission that a classic internal combustion class 8 vehicle can run. The Tre FCEV is believed to be the first designed and assembled zero tailpipe emissions truck in production in North America that is truly capable of servicing the majority of day cab regional and medium haul freight operations, due to its increased range and payload capacity relative to other zero emission offerings. It integrates two 100 kW fuel cell stacks and two 82 kWh battery packs, delivering 536 hp and 12,500 ft-lb of continuous torque.

Table 9A: 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 *
46	Do your warranties cover all products, parts, and labor?	Yes, with the exception of tires that are warrantable directly from the tire manufacturer. Please see attached warranty documents for more information.
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No limitations as long as vehicles are used within the defined operating limits.
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, Nikola will cover the expense of technicians' travel time and mileage to perform warranty repairs.
49	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?	Currently no limitations.
50	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?	We provide warranty service for everything as-sold on the vehicle regardless of manufacturer, with the exception of tires.
51	What are your proposed exchange and return programs and policies?	Not applicable.
52	Describe any service contract options for the items included in your proposal.	Service contracts are generally provided by the local Dealership involved. Nikola provides a general New Vehicle Warranty as well as optional Warranty extensions for sale.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Nikola's offers Net 20 payment terms. Accepted payment methods are check and ACH.
54	Describe any leasing or financing options available for use by educational or governmental entities.	Nikola does not currently operate a captive finance entity, however, can work with third party lenders for leasing and financing options.
55	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.	These transaction documents will all be originated by each individual dealer transacting the business and can vary depending on the dealer.
56	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?	No.

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 Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell 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.	Nikola is offering dedicated and exclusive "G-spec" configurations of both Nikola Tre BEV and Nikola Tre FCEV to sourcwell customers to be compliant with Sourcwell requirements.
58	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.	Nikola offers a 10% discount off list price to all Sourcwell customers.
59	Describe any quantity or volume discounts or rebate programs that you offer.	For orders of 50 Trucks or more within one calendar year, an additional 5% discount is offered. For individual orders made within one calendar year that accumulate to more than 50 Vehicles, the applicable discount for prior orders will be deducted from the invoice which includes the 50th vehicle. Every vehicle thereafter will automatically be invoiced inclusive of the volume discount granted.
60	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.	For any requests, Nikola is happy to work to the best of your ability to accommodate customer needs related to nonstandard options or the installation of open market items. Nikola will separately quote these modifications on demand and will charge a standard labor rate of \$175 / hour and a 20% markup on any parts, components and materials sourced and installed as part of the modification.
61	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.	Factory PDI Charge: \$750 / Vehicle Title registration service: \$4,500 / Vehicle (estimated DMV fees) Tire charges: Based on state requirements. Driver training and orientation: Free of charge in 2024 DOT inspection: \$375 (estimated, includes inspection, ELD and DOT kit installation)
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight is from the production factory in Coolidge, Arizona to the delivering dealer or directly to the end user. Freight consists of loading the truck onto a trailer and transporting it to the destination. Freight cost is \$8000 for Tre BEV and \$7000 for Tre FCEV.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight is not currently offered for Alaska, Hawaii and offshore delivery. Freight to Canada is \$12,000 CAD and follows the same procedure as described in question 62 (above).
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Not Applicable.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell 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 Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	As outlined in sections above, Nikola had created a exclusive and dedicated "G-spec" for each of its vehicles. This will allow Nikola to clearly identify each vehicle delivered to Sourcwell. Through Nikola wholesale activities with its vendors as well as subsequent warranty registrations being submitted to the manufacturer, Nikola will create a quarterly summary of Sourcwell transactions that have occurred and will share the report with Sourcwell in each quarter that saw transactions. Nikola is collecting retail invoices from each of its vendors to ensure Sourcwell pricing standards have been obliged to and dedicated administrative fees are being paid in accordance with the contract. At the end of each quarter, a check will be issued for the outstanding Sourcwell administration fees as outlined on the quarterly report.
67	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.	-Number of units sold by dealer -Sourcwell proposals created -Internal leads developed by Nikola regional sales staff -Percentage of marketing budget devoted to Sourcwell
68	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell 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.)	Nikola proposes an administrative fee of 1% of the total sales to Participating Entities for all contracted equipment.

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

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *
69	Category 2: Only Electric Propulsion Systems chassis and cabs

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

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Nikola offers the following products:</p> <p>Tre BEV: Tractor 6x2 configuration only. Cab-over cabin style with bed zone. GVWR 52,000 lbs. Tre FCEV: Tractor 6x2 configuration only. Cab-over cabin style with bed zone. GVWR 52,000 lbs.</p> <p>Our vehicles come equipped with: AEBS Radar, Signature Daytime Running Lamps, Power Roof, Sun Visor with Lights, Heated Mirrors, Exterior Storage compartments, Advanced Aerodynamic Features including Raised Roof, Side Skirts and Backpack Cover (FCEV only). Interior features include 12.8" Digital Instrument Cluster, 17.4" Infotainment Touch Screen, Roller Blinds, Lighted Overhead Storage, DIN Slots, Interior Light Control, Lane Departure Camera, Rain/Light Sensor, Start Button, Gear Selector, as well as Parking Brake Controls. Our automatic load distribution and sliding 5th wheel features ensure bridge law compliance distributing the load automatically.</p> <p>Safety Systems come standard including ADAS capabilities such as Advanced Emergency Braking System, Cruise Control, and Lane Departure Warning System. Tre FCEV offers additional features such as Traffic Sign Information, Blind Spot Information System, and Adaptive Cruise Control.</p> <p>As an extension of Nikola, HYL A provides cost-effective hydrogen production, distribution, and dispensing solutions. Our innovative lease program includes the vehicle, the fuel and service. This full-service operation delivers clean energy at a large scale, all at a cost competitive to diesel.</p> <p>Spec Sheets are included in marketing materials.</p>
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Not applicable.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	<p>Frame and Cab Manufacturing and Safety: Nikola's frames rails are manufactured using industry leading precision stamped and pierced high strength steel. Our crossmembers utilize a 3-piece high strength steel riveted design which are mounted to rails using oversized bolted joints. Frames are squared and assembled in our dimensionally certified assembly fixtures, ensuring the repeatability and accuracy of the frames. The frames are coated in a 2-stage coating system and urethane sealed at crossmembers joints resulting in industry leading corrosion prevention.</p> <p>The Nikola chassis also makes use of ultra-high strength steel castings to mount our FCPM (Fuel Cell Power Module) in our fuel cell trucks and structural battery packs in both our fuel cell and battery electric trucks. The use of hard mounted structural battery packs increases the rigidity and effective RBM our trucks above others in the market.</p> <p>Nikola FCEV trucks are fitted with side mounted hydrogen tanks and on our BEV trucks, additional side mounted battery packs. On both trucks, the side energy storage systems are mounted to high strength steel structures that are physically crash tested ensuring no danger to the driver. Trucks are also fitted with high strength steel underside protection plates to prevent road debris from impacting our energy storage systems and other critical systems.</p> <p>All Nikola Cabs are made with automotive grade steel welded together, sealed, and dipped for corrosion protection & receive a monocoat paint for appearance after which the BIW is bonded with an SMC roof. Our cabs are compliant with ECE R29 Standard for Cab Roof Crush</p> <p>Cab Noise and Vibration: Nikola vehicles demonstrate impressively low cabin noise levels of around 50/60/70 dBA (A-weighted sound pressure level) while driving under 30/50/70 mph, respectively. These levels are notably quieter by 15/10/5 dB in comparison to conventional diesel trucks, as determined through internal benchmark testing against other day cab trucks. The primary sources of cabin noise in Nikola trucks are attributed to wind/road noise and cooling module fans. To mitigate external noise, measures such as employing 3M™ Thinsulate™ acoustic insulation material within cabin trims have been implemented.</p> <p>The absence of traditional diesel engines in Nikola trucks means that perceptible vibration levels are virtually non-existent from power sources like batteries and fuel cells. The e-axle, located far behind the cab, also contributes negligibly to in-cab vibrations. Especially while idle, drivers experience absolutely no vibration from the powertrain, which sharply contrasts with the typical experience in conventional diesel trucks. The primary source of in-cab vibration in Nikola trucks stems from road excitations. To address this, the combination of chassis suspension systems and air-spring cabin and seat suspensions offers three layers of isolation from road irregularities, ensuring unparalleled driving comfort for the driver.</p> <p>Recognizing the adverse health effects associated with prolonged exposure to noise and vibration, Nikola trucks stand out for their exceptional NVH performance. By significantly reducing noise levels, they mitigate risks such as chronic hearing loss, work-related stress, and fatigue, thus promoting driving safety. Moreover, improved perception of warning signals helps lower the likelihood of accidents. Additionally, by minimizing vibration exposure, Nikola trucks contribute to reducing the risk of musculoskeletal pain and other health issues commonly associated with occupational vibration exposure. In essence, Nikola trucks provide drivers with a safe, healthy, and comfortable driving environment.</p> <p>Safety Features: All Nikola vehicles are equipped with: Advanced Emergency Braking System (AEBS) A system which can automatically detect target vehicles or obstacles, detects a potential forward collision, sends out an early warning signal to remind the driver, and activates the vehicle braking system to avoid collision or reduce collision by slowing down. Lane Departure Warning System (LDWS) Warns the driver when the vehicle is over/across the lane markers on the right/left-hand side of the vehicle's own lane due to driver distraction or drowsiness. Lane Departure Warning System (LDWS) warns the driver of an impending lane departure with acoustic and visual alerts.</p> <p>In addition, our Fuel Cell EV Trucks are equipped with the following features improving driver safety: Blind Spot Monitoring System (BSIS) Detects other traffic participants in the blind spot zones and warns the driver of the subject vehicle against potential collisions with vehicles to the side and/or to the rear of the subject vehicle during lane change or left/right turning maneuvers. Event Data Recorder (EDR) Collects data from subject vehicle and environment when a predefined trigger event occurs and stores event data to a storage device in the vehicle.</p> <p>Our Fuel Cell EV Trucks are also equipped with the following features to aid the driver and reduce driver fatigue / increase driver comfort: Adaptive Cruise Control (ACC): Allows the driver to follow a moving target in the same lane with a time-gap distance selected by the driver, or to maintain speed at a driver selected velocity, whichever is less. Traffic Sign Information (TSI) Able to identify speed limit signs. High Beam Assist (HBA) Supports the driver by automatically activating the high beam when the scene is dark to provide the driver with maximum visibility and automatically deactivating the high beam in the presence of bright scene or oncoming and preceding vehicles to prevent dazzling other drivers.</p>

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	<p>Nikola's full digital product portfolio comes standard with each truck, and keeps the driver, the fleet operator, the dealer, and the service technicians completely connected. The array of services includes Nikola HMI, Nikola Drive, Nikola Fleet, Nikola View, and Nikola Pulse.</p> <p>Nikola HMI, Human Machine Interface, is our in-vehicle digital displays for drivers.</p> <p>Nikola Drive is our mobile application for drivers to control vehicle features.</p> <p>Nikola Fleet is our web application for fleet operators to remotely access and monitor their fleets.</p> <p>Nikola View is our web app for dealerships that streamlines complex and legacy systems for warranty, parts, and service.</p> <p>Nikola Pulse is our web application that takes the real-time pulse of Nikola fleet to ensure maximum uptime.</p>
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Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	<input type="radio"/> Yes <input type="radio"/> No		
75	Class 5 chassis	<input type="radio"/> Yes <input type="radio"/> No		
76	Class 6 chassis	<input type="radio"/> Yes <input type="radio"/> No		
77	Class 7 chassis	<input type="radio"/> Yes <input type="radio"/> No		
78	Class 8 chassis	<input type="radio"/> Yes <input type="radio"/> No		
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input type="radio"/> No		

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric Vehicle (BEV) Class 4 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
81	Battery Electric Vehicle (BEV) Class 5 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
82	Battery Electric Vehicle (BEV) Class 6 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
83	Battery Electric Vehicle (BEV) Class 7 Chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	n/a
84	Battery Electric Vehicle (BEV) Class 8 Chassis	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>Nikola offers the following models of Class 8 Chassis:</p> <ol style="list-style-type: none"> Tre BEV Class 8 Tractor (Battery Electric Vehicle) Tre FCEV Class 8 Tractor (Fuel Cell Electric Vehicle)
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	<input type="radio"/> Yes <input checked="" type="radio"/> No	

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. 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:

- Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
- 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.
- Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
- 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](#) - Nikola Pricing Sheet Sourcewell.pdf - Thursday March 28, 2024 13:27:16
- [Financial Strength and Stability](#) - Nikola Financials - 2023 Annual and Quarterly Reports.zip - Thursday March 28, 2024 01:29:47
- [Marketing Plan/Samples](#) - Marketing Materials and Spec Sheets.zip - Thursday March 28, 2024 14:21:33
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Nikola Warranty Documents.zip - Wednesday March 27, 2024 18:46:44
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- [Upload Additional Document](#) - Nikola Dealer Territory Map - US and CANADA.pdf - Thursday March 28, 2024 01:21:46

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. - Ryan Clayton, Global Head, Sales, Nikola Corporation

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_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	<input checked="" type="checkbox"/>	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	<input checked="" type="checkbox"/>	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	<input checked="" type="checkbox"/>	1